COUNCIL MEETING AGENDA
October 15, 2015
9:00am – 11:30am

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.

1 INVOCATION

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 PUBLIC COMMENTS

5 AGENDA

6 MINUTES OF THE SEPTEMBER 17, 2015 MEETING (WILL BE IN THE NOVEMBER PACKET)

7 DIRECTOR’S REPORT
   a) Sale of the Building

8 STAFF SUMMARIES
   a) Grant Activity Sheet (Information Only)

9 CONSENT AGENDA
   a) Intergovernmental Coordination and Review
   b) Sarasota County Comprehensive Plan Amendment 15-6 ESR
   c) Charlotte County Comprehensive Plan Amendment 15-6 ESR
   d) City of Cape Coral Comprehensive Plan Amendment 15-1 ESR

10 REGIONAL IMPACT
   a) Palmer Ranch Increment XII NOPC

11 COMMITTEE REPORTS
   a) Budget & Finance Committee – Councilman Kit McKeon
      - Financial Statements for September 2015
   b) Economic Development Committee – Councilman Forrest Banks
   c) Energy & Climate Committee – Mr. Don McCormick
   d) Estero Bay Agency on Bay Management Committee – Mr. James Beever
   e) Executive Committee – Chair Robert Mulhere
   f) Legislative Affairs Committee – Mr. Don McCormick
   g) Quality of Life & Safety Committee – Mayor Willie Shaw
   h) Regional Transportation Committee – Ms. Margaret Wuerste
   i) Interlocal Agreement/Future of the SWFRPC Committee –

Two or more members of the Charlotte Harbor National Estuary Program may be in attendance and may discuss matters that could come before the Charlotte Harbor National Estuary Program, respectively, for consideration.

In accordance with the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this meeting should contact the Southwest Florida Regional Planning Council 48 hours prior to the meeting by calling (239) 338-2550; if you are hearing or speech impaired call (800) 955-8770 Voice/(800) 955-8771 TDD.
Two or more members of the Peace River Basin Management Advisory Committee and Charlotte Harbor National Estuary Program may be in attendance and may discuss matters that could come before the Peace River Basin Management Advisory Committee and Charlotte Harbor National Estuary Program, respectively, for consideration.

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SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL MEMBERSHIP

CHAIR........... Mr. Robert “Bob” Mulhere
VICE CHAIR......... Mr. Don McCormick
SECRETARY......... Councilman Forrest Banks
TREASURER......... Mr. Thomas Perry

CHARLOTTE COUNTY
Commissioner Tricia Duffy, Charlotte Co BCC
Commissioner Ken Doherty, Charlotte Co BCC
Councilwoman Nancy Prafke, City of Punta Gorda
Ms. Suzanne Graham, Governor Appointee
Mr. Donald McCormick, Governor Appointee

COLLIER COUNTY
Commissioner Tim Nance, Collier Co BCC
Commissioner Penny Taylor, Collier Co BCC
Councilwoman Teresa Heitmann, City of Naples
(City of Marco Island Vacancy)
Mr. Robert “Bob” Mulhere, Governor Appointee
Mr. Alan D. Reynolds, Governor Appointee

GLADES COUNTY
Commissioner Weston Pryor, Glades Co BCC
Commissioner Tim Stanley, Glades Co BCC
Councilwoman Pat Lucas, City of Moore Haven
Mr. Thomas C. Perry, Governor Appointee

HENDRY COUNTY
Commissioner Karson Turner, Hendry Co BCC
Commissioner Don Davis, Hendry Co BCC
Commissioner Sherida Ridgdill, City of Clewiston
Commissioner Julie Wilkins, City of LaBelle
Mr. Mel Karau, Governor Appointee

LEE COUNTY
Commissioner Frank Mann, Lee Co BCC
Commissioner Cecil Pendergrass, Lee Co BCC
Councilman Jim Burch, City of Cape Coral
Vice Mayor Mick Denham, City of Sanibel
Councilman Forrest Banks, City of Fort Myers
Mayor Anita Cereceda, Town of Fort Myers Beach
Councilwoman Katy Errington, Village of Estero
(City of Bonita Springs Vacancy)
Ms. Laura Holquist, Governor Appointee
(Gubernatorial Appointee Vacancy)

SARASOTA COUNTY
Commissioner Carolyn Mason, Sarasota Co BCC
Commissioner Charles Hines, Sarasota Co BCC
Mayor Rhonda DiFranco, City of North Port
Councilman Kit McKeon, City of Venice
Mayor Willie Shaw, City of Sarasota
(Gubernatorial Appointee Vacancy)
Mr. Felipe Colón, Governor Appointee

EX-OFFICIO MEMBERS
Phil Flood, SFWMD
Jon Iglehart, FDEP
Melissa Dickens, SWFWMD
Sara Catala, FDOT

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL STAFF
MARGARET WUERSTLE..........EXECUTIVE DIRECTOR
VACANT........LEGAL COUNSEL

James Beever Rebekah Harp Jennifer Pellechio
Nichole Gwinnett Charles Kammerer Timothy Walker

Updated 8/11/2015
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
BEBR - 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
DEO - Department of Economic Opportunity
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

FAR - Florida Administrative Register (formerly 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

JLCOB - 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
NADO – National Association of Development Organizations
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
RFI – Request for Invitation
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 Plan
USDA - US Department of Agriculture
WMD - Water Management District (SFWMD and SWFWMD)
Regional Planning Council
Functions and Programs

March 4, 2011

- **Economic Development Districts:** Regional planning councils are designated as Economic Development Districts by the U. S. Economic Development Administration. From January 2003 to August 2010, the U. S. Economic Development Administration invested $66 million in 60 projects in the State of Florida to create/retain 13,700 jobs and leverage $1 billion in private capital investment. Regional planning councils provide technical support to businesses and economic developers to promote regional job creation strategies.

- **Emergency Preparedness and Statewide Regional Evacuation:** Regional planning councils have special expertise in emergency planning and were the first in the nation to prepare a Statewide Regional Evacuation Study using a uniform report format and transportation evacuation modeling program. Regional planning councils have been preparing regional evacuation plans since 1981. Products in addition to evacuation studies include Post Disaster Redevelopment Plans, Hazard Mitigation Plans, Continuity of Operations Plans and Business Disaster Planning Kits.

- **Local Emergency Planning:** Local Emergency Planning Committees are staffed by regional planning councils and provide a direct relationship between the State and local businesses. Regional planning councils provide thousands of hours of training to local first responders annually. Local businesses have developed a trusted working relationship with regional planning council staff.

- **Homeland Security:** Regional planning council staff is a source of low cost, high quality planning and training experts that support counties and State agencies when developing a training course or exercise. Regional planning councils provide cost effective training to first responders, both public and private, in the areas of Hazardous Materials, Hazardous Waste, Incident Command, Disaster Response, Pre- and Post-Disaster Planning, Continuity of Operations and Governance. Several regional planning councils house Regional Domestic Security Task Force planners.

- **Multipurpose Regional Organizations:** Regional planning councils are Florida’s only multipurpose regional entities that plan for and coordinate intergovernmental solutions on multi-jurisdictional issues, support regional economic development and provide assistance to local governments.

- **Problem Solving Forum:** Issues of major importance are often the subject of regional planning council-sponsored workshops. Regional planning councils have convened regional summits and workshops on issues such as workforce housing, response to hurricanes, visioning and job creation.

- **Implementation of Community Planning:** Regional planning councils develop and maintain Strategic Regional Policy Plans to guide growth and development focusing on economic development, emergency preparedness, transportation, affordable housing and resources of regional significance. In addition, regional planning councils provide coordination and review of various programs such as Local Government Comprehensive Plans, Developments of Regional Impact and Power Plant Ten-year Siting Plans. Regional planning council reviewers have the local knowledge to conduct reviews efficiently and provide State agencies reliable local insight.
• **Local Government Assistance:** Regional planning councils are also a significant source of cost effective, high quality planning experts for communities, providing technical assistance in areas such as: grant writing, mapping, community planning, plan review, procurement, dispute resolution, economic development, marketing, statistical analysis, and information technology. Several regional planning councils provide staff for transportation planning organizations, natural resource planning and emergency preparedness planning.

• **Return on Investment:** Every dollar invested by the State through annual appropriation in regional planning councils generates 11 dollars in local, federal and private direct investment to meet regional needs.

• **Quality Communities Generate Economic Development:** Businesses and individuals choose locations based on the quality of life they offer. Regional planning councils help regions compete nationally and globally for investment and skilled personnel.

• **Multidisciplinary Viewpoint:** Regional planning councils provide a comprehensive, multidisciplinary view of issues and a forum to address regional issues cooperatively. Potential impacts on the community from development activities are vetted to achieve win-win solutions as council members represent business, government and citizen interests.

• **Coordinators and Conveners:** Regional planning councils provide a forum for regional collaboration to solve problems and reduce costly inter-jurisdictional disputes.

• **Federal Consistency Review:** Regional planning councils provide required Federal Consistency Review, ensuring access to hundreds of millions of federal infrastructure and economic development investment dollars annually.

• **Economies of Scale:** Regional planning councils provide a cost-effective source of technical assistance to local governments, small businesses and non-profits.

• **Regional Approach:** Cost savings are realized in transportation, land use and infrastructure when addressed regionally. A regional approach promotes vibrant economies while reducing unproductive competition among local communities.

• **Sustainable Communities:** Federal funding is targeted to regions that can demonstrate they have a strong framework for regional cooperation.

• **Economic Data and Analysis:** Regional planning councils are equipped with state of the art econometric software and have the ability to provide objective economic analysis on policy and investment decisions.

• **Small Quantity Hazardous Waste Generators:** The Small Quantity Generator program ensures the proper handling and disposal of hazardous waste generated at the county level. Often smaller counties cannot afford to maintain a program without imposing large fees on local businesses. Many counties have lowered or eliminated fees, because regional planning council programs realize economies of scale, provide businesses a local contact regarding compliance questions and assistance and provide training and information regarding management of hazardous waste.

• **Regional Visioning and Strategic Planning:** Regional planning councils are conveners of regional visions that link economic development, infrastructure, environment, land use and transportation into long term investment plans. Strategic planning for communities and organizations defines actions critical to successful change and resource investments.

• **Geographic Information Systems and Data Clearinghouse:** Regional planning councils are leaders in geographic information systems mapping and data support systems. Many local governments rely on regional planning councils for these services.
Agenda

Item 1

Invocation 1
Agenda

Item

Pledge of Allegiance

2
Agenda

Item

Roll Call
Director’s Report
Mission Statement:
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1. Management / Operations

Proposal for the Sale of the Building

The sale of the building was advertised in the following newspapers:

Hendry-Glades Sunday News: 8/9/15-8/16/15
Sarasota Herald Tribune: 08/14/15-08/27/15
Charlotte Sun Herald: 08/15/15-08/22/15
New Press (Lee and Collier Counties): 08/13/15-08/26/15

Offers for the building were due to the RPC by October 2, 2015. The attached proposal was received on the due date.
Agenda

Item

Proposal for the Sale of the Building
Commercial Contract

1. PARTIES AND PROPERTY: Family Health * ("Buyer") agrees to buy and Southwest Florida Regional ** ("Seller") agrees to sell the property described as: Street Address: 1926 Victoria Avenue

4. Ft. Myers, FL 33901

5. Legal Description: See attached Exhibit "A," which is incorporated herein by reference.

7. and the following Personal Property: See attached Exhibit "A," which is incorporated herein by reference

9. (all collectively referred to as the "Property") on the terms and conditions set forth below.

10. PURCHASE PRICE:

(a) Deposit held in escrow by CHEFFY PASSIDOMO $ 1,200,000.00

12. ("Escrow Agent") (checks are subject to actual and final collection)

13. Escrow Agent's address: Naples, FL 34102 Phone: (239) 261-9300

14. (b) Additional deposit to be made to Escrow Agent within _______ days after Effective Date

15. (c) Additional deposit to be made to Escrow Agent within n/a _______ days after Effective Date

16. (d) Total financing (see Paragraph 5)

17. (e) Other n/a

18. (f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer.

19. $ 1,180,000.00

20. 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before October 15, 2015, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

22. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

24. 4. CLOSING DATE AND LOCATION:

25. (a) Closing Date: This transaction will be closed on 5/2/2022 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

26. Buyer ( ), Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
37* Location: Closing will take place in Collier County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD-PARTY-FINANCING:

40* BUYER'S OBLIGATION: Within ___ n/a ___ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed ___ 0.000 ___ % of the purchase price or $ ___________, with a fixed interest rate not to exceed ___ 0.000 ___ % per year with an initial variable interest rate not to exceed ___ 0.000 ___ %, with points or commitment fees not to exceed ___ 0.000 ___ % of the purchase price, for a term of ___ n/a ___ years, and amortized over ___ n/a ___ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within ___ n/a ___ days (5 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorize the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within ___ n/a ___ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does not, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 6 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date but without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereas upon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by __ statutory warranty deed other ____________________________ , free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) NONE OTHER provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as MEDICAL/GENERAL OFFICE.

(a) Evidence of TITLE: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☑ Buyer's expense and within ___ 10 ___ days ☐ after Effective Date ☑ or at least _____ days before Closing Date deliver to Buyer (check one) ☐ ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

☐ ☑ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a basis for reinsurance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents related in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (1) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

Buyer (_________) and Seller (_________) (_________) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
(2) Buyer delivers proper written notice and Seller cures the defects within _30_ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

[X] (l) Seller will, within _10_ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

Leases, permits, certificates of occupancy, and prior title policy. prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

[X] Buyer will, at ☐ Seller's [X] Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) As Is: Buyer has inspected the Property or waive any right to inspect and accepts the Property in its "as is" condition.

[X] (b) Due Diligence Period: Buyer will, at Buyer's expense and within _45_ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other Inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the Buyer (Signing) (_____) and Seller (Signing) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.
parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
business conducted on the Property in the manner operated prior to Contract and will take no action that would
adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
subordination, non-disturbance and attorneyment agreements (NDAs) required by the Buyer or Buyer's lender;
assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
premiums acceptable to Buyer, and operating expenses will be prorated through the year before closing. If the
amount of taxes for the current year cannot be ascertained, rates for the previous years will be used with due
allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
pay all Installments due and payable on or before the Closing Date, with any installment for any period extending
beyond the Closing Date prorated, and Buyer will assume all Installments that become due and payable after the
Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.
Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___5__ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

[Signature] (______) and Seller (______) (______) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☑ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.

Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.

Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Krisse Commercial Group, Gary Crouse

(Company Name) (Licensee)

2040 Virginia Ave., Fort Myers, FL 33901 (239)258-1646 (239)690-4105 gary@krissecg.com

(Address, Telephone, Fax, E-mail)

who ☑ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☑ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) ☐

Buyer ( ☑ ) and Seller ( ☑ ) ☐ acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
(b) Buyer's Broker: AJS REALTY GROUP, INC.  
   ANDREW SALUAN  
   2950 IMMOKALEE RD - SUITE 2, NAPLES, FL  
   (239) 596-9500 (239) 596-9505  
   Andrew@ajsrealtygroup.com  
   (Address, Telephone, Fax, E-mail)

252*  who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
253* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of ☐ compensation ☐ other (specify)  
254* Buyer's agent to be paid by Buyer outside of Closing.

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
255 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
256 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
257 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
258 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
259 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
260 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
261 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to  
264 this Contract):

☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage  
☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval  
☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval  
☐ Seller Representations ☐ Seller Financing ☐ Other

22. ADDITIONAL TERMS:

310* Buyer's full name is Family Health Centers of Southwest Florida, Inc.**Seller's  
311* full name is Southwest Florida Regional Planning Council. Buyer shall pay the  
312* deposit three (3) business days after the Effective Date. Notwithstanding the terms  
313* of Paragraph 6(a), Buyer shall obtain a title insurance commitment from the  
314* title/closing agent of Buyer's choice. Closing shall occur on the first business  
315* day that is 15 days after expiration of the Due Diligence Period.

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL  
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE  
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE  
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR  
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER  
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER  
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF  
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS  
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE  
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (_____ ) (_____ ) and Seller (_____ ) (_____ ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Date: 9/7/2015

Tax ID No: 59-1741273

Telephone:  

Date:  

Tax ID No:  

Telephone:  

Buyer's Address for purpose of notice:  

E-mail:  

Date:  

Tax ID No: 59-27677218  

Telephone:  

Date:  

Tax ID No:  

Telephone:  

Seller's Address for purpose of notice:  

Email:  

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Buyer (______) (______) and Seller (______) (______) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.
EXHIBIT “A”  
PROPERTY DESCRIPTION

Lee County Strap No. 23-44-24-P2-00015.0000

A parcel in Section 23, Township 44 South, Range 24 East in Lee County, Florida; Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of said section and run West 240 feet to a point; Thence run S 01 degrees 05'09"E, 41 feet to the point of beginning; Thence continue S 01 degrees 05'09"E, 369.00 feet; Thence S 89 degrees 15' 21"W, 165 feet; Thence N 01 degrees 05'09"W, 383.42 feet to a point on the Southerly right of way line of Victoria Avenue; Thence along said right of way line S 85 degrees 13'23"E, 149.94 feet; Thence N 89 degrees 15' 21"E, 15.84 feet to the point of beginning.

TOGETHER WITH:

(a) All strips and gores of land lying adjacent to the Property and owned by Seller, together with all easements, privileges, rights-of-way, and appurtenances pertaining to or accruing to the benefit of the Property.

(b) All deposits, licenses, permits, authorizations, approvals and contract rights pertaining to ownership, operation, or development of the Property, including without limitation all leases, service contracts, options, concession agreements, licenses, permits and approvals (including any previously paid permit, impact, or governmental fees), site plans, construction plans, water, sewer, paving and drainage plans, surveys; and any rights, judgments, or choses in action.

(c) Any and all improvements to the Property, including any and all landscaping, signage, fixtures, floor coverings, window treatments, equipment, existing driveway areas, water and sewer lines, sewer lift station(s) and drainage structures, if any, and all of Seller’s right, title and interest, if any, in any oil, gas or mineral rights, covenants, restrictions, riparian rights, together with any and all general intangible rights benefitting or affecting the Property.

(d) Any and all unexpired warranties or guaranties provided by manufacturers or service providers who have provided services, materials, equipment, or labor to or for the benefit of the Property and the improvements constructed thereon.
Agenda

Item

Staff Summaries
Agenda

Item

Grant Activity Sheet
(Information Only)

8a

8a

8a
<table>
<thead>
<tr>
<th>#</th>
<th>Agency Type</th>
<th>Awarded</th>
<th>Funding Agency</th>
<th>Project Mgr.</th>
<th>Project Name</th>
<th>LOI Due Date</th>
<th>LOI Date Submitted</th>
<th>App Due Date</th>
<th>Date Submitted</th>
<th>Date Awarded/Denied</th>
<th>Date Contract Signed</th>
<th>Project Total</th>
<th>RPC Amt</th>
<th>Start Date</th>
<th>End Date</th>
<th>Deliverables</th>
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<td>Developing a Method to Use Ecosystem Services to Quantify Wetland Restoration Successes</td>
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<td>Rebekah Harp</td>
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<td>Educational Program Curriculum, Community Preference Analysis and Visual Preference Assessment, Report results</td>
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<td>Rebekah Harp</td>
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<td>Tim Walker</td>
<td>Collier Hazard Analysis</td>
<td>12/5/2014</td>
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<td>There are 4 deliverables stipulated with the contractual agreement.</td>
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<td>23</td>
<td>SWFRPC</td>
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<td>Visit Florida</td>
<td>Margaret Wuerstle</td>
<td>Our Creative Economy: Video - Southwest Florida Regional Strategy for Public Art</td>
<td>2/18/2014</td>
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<td>24</td>
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<td>DEO - FL Dept. of Economic Opportunity</td>
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<td>Agriculture Tours to Promote Assets and Economic Development in the City of Labelle</td>
<td>6/6/2014</td>
<td>5/7/2014</td>
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<td>25</td>
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<td>27</td>
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<td>Grant</td>
<td>Margaret Wuerstle</td>
<td>Farm to School</td>
<td>5/20/2015</td>
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<td>USDA - US Dept. of Agriculture</td>
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<td>Grant</td>
<td>Jennifer Pelluchio</td>
<td>Growing Markets for Small Farmers</td>
<td>6/17/2015</td>
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<td>29</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>C.J. Kammerer</td>
<td>GoodWheels</td>
<td>7/17/2015, 7/16/2015</td>
<td>Run transporation routes between Clewiston and Belle Glade</td>
<td>$50,000</td>
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<td></td>
<td>9/10/2015</td>
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<tr>
<td>30</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>Jennifer Pelluchio</td>
<td>SWF “Know Your Zone” Public Education Campaign</td>
<td>6/17/2015, 8/7/2015</td>
<td>Design a logo, Prepare education program and curriculum, introduce campaign and schedules, Create Disaster Planning Guide, Present to schools</td>
<td>$30,000</td>
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<td>LOI Due Date</td>
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<td>31</td>
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<td>Grant</td>
<td>No</td>
<td>Mgr. Jennifer Pellechio</td>
<td>Strategic Opportunity Plan for Immokalee</td>
<td>5/26/2015</td>
<td></td>
<td>8/7/2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$25,000</td>
<td></td>
<td></td>
<td>Task 1: Demographics &amp; Economic Study; Task 2: Community Vision &amp; Stakeholder Engagement; Task 3: Goal Development (with Steering Committee); Task 4: Implementation Guide and Strategic Action Plan (3 – 5 years)</td>
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<td>32</td>
<td>SWFRPC</td>
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<td>Mgr. Jennifer Pellechio</td>
<td>Hendry County Regional Laborshed/Workforce Assessment</td>
<td>6/17/2015</td>
<td></td>
<td>8/7/2015</td>
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<td></td>
<td></td>
<td>$25,000</td>
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<td></td>
<td>Hire consultant, Meeting with Hendry County, Draft Material for Hendry presentation, Final assessment and recommendations</td>
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<td>33</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>Mgr. Jennifer Pellechio</td>
<td>EDA- North Port</td>
<td>6/12/2015</td>
<td></td>
<td>8/3/2015</td>
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<td>34</td>
<td>SWFRPC</td>
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<td>No</td>
<td>Mgr. Jim Beaver</td>
<td>Measuring and Forecasting Future Ecosystem Services in the CHNEP Study Area</td>
<td>1/30/2015</td>
<td></td>
<td>3/17/2015</td>
<td>3/17/2015</td>
<td></td>
<td></td>
<td></td>
<td>$400,000</td>
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<td></td>
<td>Products of the study will include updated valuations of the ecosystem services provided by existing conservation lands in the CHNEP; an updated conservation lands mapping of the project study area; a documentation and quantification of the ecosystem services provided by each habitat type, etc.</td>
<td></td>
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<tr>
<td>35</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>Mgr. Jennifer Pellechio</td>
<td>Public Art Field Guide and Map Viewer for Lee County</td>
<td>01/15/2015</td>
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<td>01/15/2015</td>
<td>01/15/2015</td>
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<td>$15,000</td>
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<td>36</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>Mgr. Margaret Wuerstle</td>
<td>ArtPlace - &quot;OUR CREATIVE ECONOMY&quot;</td>
<td>3/12/2015</td>
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<td></td>
<td>$3,000,000</td>
<td>$3,000,000</td>
<td>TBD</td>
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<td>37</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>Mgr. John Gibbons</td>
<td>Environmental Workforce Development Job Training</td>
<td>2/3/2015</td>
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<td>$100,000</td>
<td>$100,000</td>
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<td>OSHA 29 CFR 1910.120 40-Hour HAZWOPER and other training.</td>
<td>$100,000</td>
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<td>Project Mgr.</td>
<td>Project Name</td>
<td>LOI Due Date</td>
<td>LOI Date Submitted</td>
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<td>Date Awarded/Denied</td>
<td>Contract Signed</td>
<td>Project Total</td>
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<td>Start Date</td>
<td>End Date</td>
<td>Deliverables</td>
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<td>38</td>
<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>NEA - National Endowment for the Arts</td>
<td>Margaret Wuerste</td>
<td>Our Creative Economy - A Regional Strategy for Southwest Florida’s Public Art and Cultural Venues</td>
<td>1/15/2015</td>
<td>1/14/2015</td>
<td></td>
<td></td>
<td>$400,000.00</td>
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<td>$200,000.00</td>
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<td>• Asset Mapping • A Regional Strategy for Enhancing Public Art: A SWOT • Southwest Florida’s Public Art and Cultural Venues Field and Tour Guide</td>
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<td>39</td>
<td>SWFRPC</td>
<td>Contract</td>
<td>No</td>
<td>NACo - National Association of Counties</td>
<td>Jennifer Pellechio</td>
<td>NACo County Prosperity Summit</td>
<td>10/3/2014</td>
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<td>SWFRPC</td>
<td>Grant</td>
<td>No</td>
<td>EPA - US Environmental Protection Agency</td>
<td>Dottie Cook</td>
<td>Southwest Florida Brownfields Coalition</td>
<td>12/19/2014</td>
<td>12/19/2014</td>
<td>5/27/2015</td>
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<td>$600,000.00</td>
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<td>Provide information to the non-profit community about collaborative models that have succeeded in our area and to share proven effective practices for non-profits working together.</td>
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<td>41</td>
<td>RC&amp;DC</td>
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<td>No</td>
<td>Southwest Florida Community Foundation</td>
<td>Nichole Gwinnett</td>
<td>SWFRPC &amp; RC&amp;DC Collaboration</td>
<td>9/30/2014</td>
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<td>Provide information to the non-profit community about collaborative models that have succeeded in our area and to share proven effective practices for non-profits working together.</td>
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<td>42</td>
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<td>USDA - US Dept. of Agriculture</td>
<td>Dottie Cook</td>
<td>Southwest Florida Rural Promise Zone</td>
<td>10/17/2014</td>
<td>10/14/2014</td>
<td>11/21/2014</td>
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<td>Technical Assistance</td>
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<td>Technical Assistance</td>
<td>Rural designation of a Promise Zone for Immokalee in Collier County; Glades County; and Hendry County</td>
<td>$0.00</td>
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<td>43</td>
<td>RC&amp;DC</td>
<td>Grant</td>
<td>No</td>
<td>Dreyfus Foundation - The Max and Victoria Dreyfus Foundation</td>
<td>Beth Nightingale</td>
<td>&quot;Our Creative Economy - A Regional Strategy for Southwest Florida Public Art, Festivals and Cultural Venues&quot;</td>
<td>11/10/2014</td>
<td>11/10/2014</td>
<td></td>
<td></td>
<td>$20,000.00</td>
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<td>$20,000.00</td>
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<td>1. complete the Lee County public art descriptions (name of artist, year of creation, material, and significance); 2. provide QR Codes for Lee County’s public art assets which will drive traffic to the Guide and direct users to other public art assets and venues; and 3. Create and promote a photo share site to encourage making art (photography) from art (public art assets and venues).</td>
</tr>
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</table>
Consent Agenda Summary

Agenda Item #9(a) - Intergovernmental Coordination and Review
The attached report summarizes the project notifications received from various governmental and nongovernmental agencies seeking federal assistance or permits for the period beginning September 1, 2015 and ending September 30, 2015.

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

Agenda Item #9(b) - Sarasota County (DEO 15-6 ESR)
Sarasota 15-6 is a privately initiated amendment to policies related to Conservation Subdivisions within the Rural Heritage/Estate (RHE) RMA. The amendment has been proposed to implement a residential density increase incentive identified by existing Policy RHE1.2, which calls for allowing the Transfer of Development Rights (TDR) program to apply with qualified Conservation Subdivisions. The applicant seeks to recognize that a maximum of 1.5 units per gross acre should be allowed within Policy TDR2.2 to facilitate the implementation of a residential density increase incentive as called for by Policy RHE1.2.

RECOMMENDED ACTION: Staff recommends that this proposal be found not regionally significant.

Agenda Item #9(c) - Charlotte County (DEO 15-6 ESR)
Charlotte County 15-6 is a text amendment primarily concerning the Natural Resources and Future Land Use Elements of the Charlotte 2050 Plan. The Babcock Ranch community has become a DRI since the last update to the plan. As a result the policies that concern Babcock Ranch have been changed to reflect its new DRI status. All changes to the DRI have previously been submitted to state agencies for review and approval. Another section of the Plan that will receive numerous updates is wetland protection, including adding new policies that will preserve and protect wetlands.

RECOMMENDED ACTION: Staff recommends that this proposal be found not regionally significant.
Agenda Item #9(d) – City of Cape Coral (DEO 15-1 ESR)

The primary purpose of this amendment package is to adopt amendments to the Comprehensive Plan consistent with the Evaluation and Appraisal letter submitted by the City of Cape Coral to the Department of Economic Opportunity in 2014. Amendments to the Comprehensive Plan are identified in five elements of the Plan:

1. Conservation and Coastal Management Element: Provides that an affidavit shall be signed by applicants for a planned development project stating whether protected species are located on or adjacent to a project.

2. Future Land Use Element: Removes Policy 1.1, 1.6, 1.7 and eliminates the Burnt Store North Sub-District and provides that potable water wellheads may be placed in medians if necessary.

3. Intergovernmental Coordination Element: Provides a dispute resolution process with other governmental agencies pursuant to Florida Statutes.

4. Transportation Element: Updates the element to reflect the current status of transportation projects and provides revised dates for various plans and target dates.

5. Infrastructure Element: Updates the element to reflect the current status of sewer and water projects and provides revised dates for various plans and target dates.

RECOMMENDED ACTION: Staff recommends that this proposal be found not regionally significant.
Intergovernmental Coordination and Review
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 September 1, 2015 and ending September 30, 2015.

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 FDEP-State Clearinghouse in Tallahassee.

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

10/2015
<table>
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<tr>
<th>SWFRPC #</th>
<th>Name1</th>
<th>Name2</th>
<th>Location</th>
<th>Project Description</th>
<th>Funding Agent</th>
<th>Funding Amount</th>
<th>Council Comments</th>
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<tbody>
<tr>
<td>2015-16</td>
<td>Chiu Cheng</td>
<td>FDEP - Beaches, Inlets, and Ports</td>
<td>Collier County</td>
<td>CB&amp;I Coastal Planning &amp; Engineering, Inc. - Request for Additional Information No. 1 - FDEP # 0331817-001-JC, Collier County Beach Nourishment and Doctors Pass Maintenance Dredging.</td>
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<td>No Comment</td>
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## Review in Progress

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<th>Last Name</th>
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<th>Project Description</th>
<th>Funding Agent</th>
<th>Funding Amount</th>
<th>Council Comments</th>
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<tr>
<td>2015-05</td>
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<td>Lee County</td>
<td>Lee County Transit - Section 5311 Non-Urbanized Program Grant - Rural Operating Assistance for Lee County.</td>
<td>FTA</td>
<td>$184,582.00</td>
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<td>2015-13</td>
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<td>Sarasota County</td>
<td>FDEP - Joint Coastal Permit (File No. 0333315-001-JC) - City of Sarasota and the USACOE - The proposed project is to nourish 1.6 miles of shoreline on Lido Key from Department Reference Monuments R-34.5 to R-44.</td>
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<td>Review in Progress</td>
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Agenda

Sarasota County DEO 15-6 ESR

9b

9b

9b
LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
SARASOTA COUNTY

The Council staff has reviewed the proposed evaluation and appraisal based amendments to the Sarasota County Comprehensive Plan (DEO 15-6ESR). 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. Site location maps can be reviewed 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:

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<th>Magnitude</th>
<th>Character</th>
<th>Consistent</th>
</tr>
</thead>
</table>
| DEO 15-6ESR        | No       | No        | No        | (1) Not Regionally Significant  
(2) Consistent with SRPP |

**RECOMMENDED ACTION:** Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and Sarasota County

09/2015
COMMUNITY PLANNING 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

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
COMPREHENSIVE PLAN AMENDMENTS

A local government may amend its plan at any time during the calendar year. Six copies of the amendment are sent to the Department of Economic Opportunity (DEO) 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.

The proposed amendments will be reviewed by DEO in two situations. In the first, there must be a written request to DEO. The request for review must be received within forty-five days after transmittal of the proposed amendment. Reviews 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, DEO can decide to review the proposed amendment without a request. In that case, DEO must give notice within thirty days of transmittal.

Within five working days after deciding to conduct a review, DEO may forward copies to various reviewing agencies, including the Regional Planning Council.

Regional Planning Council Review
The Regional Planning Council must submit its comments in writing within thirty days of receipt of the proposed amendment from DEO. 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".

After receipt of comments from the Regional Planning Council and other reviewing agencies, DEO has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DEO 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) FOR DETAILS.
Summary of Proposed Amendment


A privately initiated amendment to policies related to Conservation Subdivisions within the Rural Heritage/Estate (RHE) RMA. The amendment has been proposed to implement a residential density increase incentive identified by existing Policy RHE1.2, which calls for allowing the Transfer of Development Rights (TDR) program to apply with qualified Conservation Subdivisions. The applicant seeks to recognize that a maximum of 1.5 units per gross acre should be allowed within Policy TDR2.2 to facilitate the implementation of a residential density increase incentive as called for by Policy RHE1.2.

The proposed Comprehensive Plan Text Amendment has the potential to be applicable for RHE designated property that is unplatted and seeks higher density through a rezoning with a Conservation Subdivision located west of the Countryside Line within 1 mile of the Urban Service Area Boundary, and served by Sarasota County central water, wastewater, and reclaimed water facilities. Parcels that would be affected by the proposal are adjacent to parcels with Urban/Suburban, Economic Development, and Village Designations under the Sarasota 2050 Plan.

The Amendment contains three elements. The 1st Element would establish an alternative density incentive to the exiting Policy RHE 1.2. The concept being introduced would allow for a direct residential increase incentive grantable by the Sarasota County BOCC for the developed area of up to 1.5 units/acre with the approval of a rezoning as a Conservation Subdivision. County staff decided that because this concept does not require the use of the TDR program, the 1st Element does not conform to the fundamental concept of the 2050 Policy and as such, is internally inconsistent with the County’s Comprehensive Plan.

The 2nd Element modifies RHE 1.2 by creating a potential for residential density increase incentive that can be realized through on-site and off-site sources of TDRs. The 3rd Element modifies TDR 2.2 by creating a condition whereby a residential density increase incentive can be realized, in accordance with existing Policy RHE 1.2. The 1.5 unit/acre cap being proposed limits the residential density that can be achieved to the lowest density allowed within the Village form of 2050 development. County staff found the 2nd and 3rd Elements consistent with the Sarasota County Comprehensive Plan and recommends their approval.

Regional Impacts

Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant regional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.
The Southwest Florida Water Management District reviewed this amendment and stated that they needed more information regarding potable water resources.

**Extra-Jurisdictional Impacts**
Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.

**Conclusion**
No adverse effects on regional resources or facilities and no extra-jurisdictional impacts have been identified. Staff finds that this project is not regionally significant.

**Recommended Action**
Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and Sarasota County.
September 28, 2015

Mr. Thomas Polk, Director
Sarasota County Planning and Development Services
1600 Ringling Blvd, 1st Floor
Sarasota FL 34236

Re: Sarasota County Plan Amendment 15-6 ESR

Dear Mr. Polk:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment identified by Sarasota County as Comprehensive Plan Amendment No 2014-D.

Regional Water Supply

The amendment allows for potential increases in density through the Conservation Subdivision process, and therefore potential increases in potable water demand. However, the staff report only contains information on sufficient water supply near Ibis Street. Potable water analysis should be provided for all areas eligible for density increases to ensure water supply availability.

Floodplains and Floodprone Areas

No comment

Wetlands and Other Surface Waters

No comment

We appreciate this opportunity to participate in the review process. If we may be of assistance, please do not hesitate to contact me at (352) 796-7211, ext. 4422, or melissa.dickens@watermatters.org.

Sincerely,

Melissa Dickens, AICP
Staff Planner

cc: Ray Eubanks, DEO
Margaret Wuerstle, SWFRPC

Suzanne Ray, FDEP
Tara Poulton, SWFWMD
MAPS

Sarasota County

DEO 15-6ESR

Growth Management Plan

Comprehensive Plan Amendment
RHE1.2 Incentives for Resource Preservation

Transfer of Development Rights (TDR)

TDR2.2 Zoning Ordinance/Land Development Regulations

August 25, 2015
Charlotte County DEO 15-6 ESR

9c

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LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
CHARLOTTE COUNTY

The Council staff has reviewed the proposed evaluation and appraisal based amendments to the Charlotte County Comprehensive Plan (DEO 15-6ESR). 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. Site location maps can be reviewed 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;
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A summary of the results of the review follows:

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</table>
| DEO 15-6ESR        | No       | No        | No       | (1) Not regionally significant  
                   |          |           |                       | (2) Consistent with SRPP |

RECOMMENDED ACTION: Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and the Charlotte County Planning and Development Services Director.

09/2015
COMMUNITY PLANNING 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;
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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
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COMPREHENSIVE PLAN AMENDMENTS

A local government may amend its plan at any time during the calendar year. Six copies of the amendment are sent to the Department of Economic Opportunity (DEO) 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.

The proposed amendments will be reviewed by DEO in two situations. In the first, there must be a written request to DEO. The request for review must be received within forty-five days after transmittal of the proposed amendment. Reviews can be requested by one of the following:

- the local government that transmits the amendment,
- the regional planning council, or
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In the second situation, DEO can decide to review the proposed amendment without a request. In that case, DEO must give notice within thirty days of transmittal.

Within five working days after deciding to conduct a review, DEO may forward copies to various reviewing agencies, including the Regional Planning Council.

**Regional Planning Council Review**
The Regional Planning Council must submit its comments in writing within thirty days of receipt of the proposed amendment from DEO. 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".

After receipt of comments from the Regional Planning Council and other reviewing agencies, DEO has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DEO 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) FOR DETAILS.
CHARLOTTE COUNTY COMPREHENSIVE PLAN AMENDMENT (DEO 15-6ESR)

RECEIVED: SEPTEMBER 9, 2015

Summary of Proposed Amendment
Charlotte County 15-6ESR is a text amendment primarily concerning the Natural Resources and Future Land Use Elements of the Charlotte 2050 Plan. Under the Natural Resources Element, the County adds a new Wetland Protection Methods Objective along with 4 policies to achieve that objective. Three policies are being removed under the Wetland Protection Objective. The Critical Wildlife Corridors Map Policy and Review of Excavation Activates Policy are also being removed.

In the Future Land Use Element, a Scriveners’ Errors for FLUM Series Maps Policy is added to the Future Land Use Map (FLUM) Objective. The Babcock Ranch objective has 12 policies that are to be removed. These policies cover topics including Transportation Needs, Capital Improvement, and Town Center Design. All of these policies were established before Babcock Ranch was a DRI. The adopted Babcock DRI Development Orders, Babcock Land Development Regulations, Babcock Pattern Book as well as various agreements support removing some of the policies related to Babcock. All these changes were transmitted to the state agencies for review and comment and the state agencies had no comments. Additional policies regarding Restrictions on Sending Zones, Advanced Septic Systems, and Impervious Surfaces are also being removed from the FLU Element.

The amendment package also contains amendments that update policies, correct errors, and clarify potentially confusing statements from the previous update.

Regional Impacts
Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant regional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.

Extra-Jurisdictional Impacts
Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.

Conclusion
No adverse effects on regional resources or facilities and no extra-jurisdictional impacts have been identified. Staff finds that this project is not regionally significant.

Recommendation
Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and the Charlotte County Planning and Development Services Director.
MAPS

Charlotte County
DEO 15-6ESR

Growth Management Plan
Comprehensive Plan Amendment
This map is a representation of compiled public information. It is intended to focus around the key features for the public’s use, but Charlotte County and its employees make no guarantees, implicit or otherwise, to the accuracy or completeness. All parties do not accept any responsibility for the design. This map is not to be used for design. Scales and dimensions are the informational purposes only and may have been modified by the current work. For precise dimensions please refer to referenced state and county documents.
Agenda

Item

9d

City of Cape Coral DEO 15-1 ESR

9d

9d
LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
CITY OF CAPE CORAL

The Council staff has reviewed the proposed evaluation and appraisal based amendments to the City of Cape Coral Comprehensive Plan (DEO 15-1ESR). 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. Site location maps can be reviewed 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;
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<td>No</td>
<td>No</td>
<td>No</td>
<td>(1) Not Regionally Significant (2) Consistent with SRPP</td>
</tr>
</tbody>
</table>

**RECOMMENDED ACTION:** Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and the City of Cape Coral

09/2015
COMMUNITY PLANNING 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:

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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

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

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COMPREHENSIVE PLAN AMENDMENTS

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The proposed amendments will be reviewed by DEO in two situations. In the first, there must be a written request to DEO. The request for review must be received within forty-five days after transmittal of the proposed amendment. Reviews can be requested by one of the following:

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- the regional planning council, or
- an affected person.

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Within five working days after deciding to conduct a review, DEO may forward copies to various reviewing agencies, including the Regional Planning Council.

**Regional Planning Council Review**

The Regional Planning Council must submit its comments in writing within thirty days of receipt of the proposed amendment from DEO. 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".

After receipt of comments from the Regional Planning Council and other reviewing agencies, DEO has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DEO 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) FOR DETAILS.
Summary of Proposed Amendment
The primary purpose of this amendment package is to adopt amendments to the Comprehensive Plan consistent with the Evaluation and Appraisal letter submitted by the City of Cape Coral to the Department of Economic Opportunity in 2014. Amendments to the Comprehensive Plan are identified in five elements of the Plan:

1. The amendment to the Conservation and Coastal Management Element provides that an affidavit shall be signed by applicants for a planned development project stating whether protected species are located on or adjacent to a project.

2. The amendment to the Future Land Use Element removes Policy 1.1, 1.6, 1.7 and eliminates the Burnt Store North Sub-District and provides that potable water wellheads may be placed in medians if necessary.

3. The amendment to the Intergovernmental Coordination Element provides a dispute resolution process with other governmental agencies pursuant to Florida Statutes.

4. The amendment to the Transportation Element updates the element to reflect the current status of transportation projects and provides revised dates for various plans and target dates.

5. The amendment to the Infrastructure Element updates the element to reflect the current status of sewer and water projects and provides revised dates for various plans and target dates.

The proposed changes represent the required updates to the City’s Comprehensive Plan in accordance with the changes in state law since 2007, the date of the previous Evaluation and Appraisal report. A majority of the amendments are of a general housekeeping nature. The remaining amendments pertain to changes to the City’s Planned Development Project subdivision regulations and changes to a policy that delayed the issuance of permits on the actions of other governmental agencies.

Regional Impacts
Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant regional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.

FDOT does not anticipate any adverse impacts on State transportation resources or facilities.

Extra-Jurisdictional Impacts
Council staff has reviewed the requested changes and finds that the requested Comprehensive Plan amendments do not directly produce any significant extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of any other local government within the region.
**Conclusion**
No adverse effects on regional resources or facilities and no extra-jurisdictional impacts have been identified. Staff finds that this project is not regionally significant.

**Recommended Action**
Approve staff comments. Authorize staff to forward comments to the Department of Economic Opportunity and the City of Cape Coral.
Mr. Ray Eubanks  
Plan Processing Administrator  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399  

RE: City of Cape Coral 15-1ER Proposed Comprehensive Plan Text Amendment, (State Coordinated Review Process) – FDOT Comments and Recommendations  

Dear Mr. Eubanks:  

The Florida Department of Transportation (FDOT), District One, has reviewed the City of Cape Coral 15-1ESR, Proposed Comprehensive Plan Text Amendment, which was transmitted under the State Coordinated Review process. The Proposed Amendment was transmitted by the Cape Coral City Council on August 31, 2015, in accordance with the requirements of Florida Statutes (F.S.) Chapter 163, and received by FDOT on September 08, 2015. The Department offers the City of Cape Coral the following comments and recommendations for your consideration regarding the proposed amendment.  

Ordinance 39-15/TXT 15-0001 (Text Amendment):  
The City of Cape Coral has initiated Ordinance 39-15 which proposes to update the City’s Comprehensive Plan. The updates include five elements of the City’s Comprehensive Plan. Below are the summaries of the proposed amendments:  

1. The amendment to the Conservation and Coastal Management Element provides that an affidavit shall be signed by applicants for a planned development project stating whether protected species are located on or adjacent to the project.  

2. The amendment to the Future Land Use Element removes Policies 1.1, 1.6, 1.7 and eliminates the Burnt Store North Sub-District, and provides that potable water wellheads may be placed in medians if necessary.  

3. The amendment to the Intergovernmental Coordination Element provides for a dispute resolution process with other governmental agencies pursuant to Florida Statutes.  

www.dot.state.fl.us
4. The amendment to the *Transportation Element* updates the element to reflect the current status of transportation projects and provide revised dates for various plans and target dates.

5. The amendment to the *Infrastructure Element* updates the element to reflect the current status of sewer and water projects and provide revised dates for various plans and target dates.

The Proposed Text Amendments included in the City of Cape Coral 15-1ER (TXT 15-0001) do not include any modifications to densities or intensities of development, and are not anticipated to adversely impact important State transportation resources or facilities.

The Department notes that in reference to Future Land Use Policy 1.4, which allows potable water wellheads in roadway medians (in isolated circumstances as deemed necessary), any proposed modifications to SR 78 (Pine Island Road) must be coordinated with FDOT.

Thank you for providing FDOT with the opportunity to review and comment on the proposed amendment. If you have any questions please free to contact me at (239) 225-1981 or sarah.catala@dot.state.fl.us.

Sincerely,

Sarah Catala
SIS/Growth Management Coordinator
FDOT District One

CC: Mr. Wyatt Daltry, Planning Team Coordinator, City of Cape Coral
MAPS

City of Cape Coral

DEO 15-1ESR

Growth Management Plan

Comprehensive Plan Amendment
Agenda

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Item

10

Regional Impact

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GROWTH MANAGEMENT PROGRAM
Funding for the reviews that Council will see today was funded through local jurisdiction dues and Applicant Fees.
Description:
Sarasota 15-6 is a privately initiated amendment to policies related to Conservation Subdivisions within the Rural Heritage/Estate (RHE) RMA. The amendment has been proposed to implement a residential density increase incentive identified by existing Policy RHE1.2, which calls for allowing the Transfer of Development Rights (TDR) program to apply with qualified Conservation Subdivisions. The applicant seeks to recognize that a maximum of 1.5 units per gross acre should be allowed within Policy TDR2.2 to facilitate the implementation of a residential density increase incentive as called for by Policy RHE1.2.

Recommendation:
Staff recommend that this proposal be found not regionally significant.
Description:
Charlotte County 15-6 is a text amendment primarily concerning the Natural Resources and Future Land Use Elements of the Charlotte 2050 Plan. The Babcock Ranch community has become a DRI since the last update to the plan. As a result the policies that concern Babcock Ranch have been changed to reflect its new DRI status. All changes to the DRI have previously been submitted to state agencies for review and approval. Another section of the Plan that will receive numerous updates is wetland protection, including adding new policies that will preserve and protect wetlands.

Recommendation:
Staff recommend that this proposal be found not regionally significant.
Description:

The primary purpose of this amendment package is to adopt amendments to the Comprehensive Plan consistent with the Evaluation and Appraisal letter submitted by the City of Cape Coral to the Department of Economic Opportunity in 2014. Amendments to the Comprehensive Plan are identified in five elements of the Plan:

1. Conservation and Coastal Management Element: Provides that an affidavit shall be signed by applicants for a planned development project stating whether protected species are located on or adjacent to a project.

2. Future Land Use Element: Removes Policy 1.1, 1.6, 1.7 and eliminates the Burnt Store North Sub-District and provides that potable water wellheads may be placed in medians if necessary.
Description (cont):

3. Intergovernmental Coordination Element: Provides a dispute resolution process with other governmental agencies pursuant to Florida Statutes.

4. Transportation Element: Updates the element to reflect the current status of transportation projects and provides revised dates for various plans and target dates.

5. Infrastructure Element: Updates the element to reflect the current status of sewer and water projects and provides revised dates for various plans and target dates.

Recommendation:
Staff recommend that this proposal be found not regionally significant.
Palmer Ranch
Increment XII NOPC
• On October 2, 2015 an Increment XII Notice of Proposed Change (NOPC) was submitted for an expedited review with concurrence from the County.

• Change is to allow for a shell road access from Increment XII into the adjacent Increment IV, through a degraded area of wetland preserve, for overflow grass parking of an approved car dealership in Increment XII. Mitigation for the wetland impact will be within Increment IV.

• Amend development order language in Increment XII to extent the buildout, eliminate transportation conditions that have been met, clarify drainage requirements and update Development Plan Map to show access road into Increment IV.

• Other changes are to update the Increment IV Development Plan Map to show access road location and mitigation area for the current NOPC under review by County in late October.

• **RECOMMENDED ACTION:** No objection to the NOPC changes which are not a substantial deviation and do no create additional regional impacts not previously reviewed by the regional planning council.
NOTES:
1. FINIAL ACRUAE WILL VARY BASED ON DETAILED SITE PLANNING, EASEL, DEVELOPMENT POOL, OTHER OPEN SPACE, ETC.
2. LAKES MAY ENCROACH ONTO WETLAND BUFFER & OTHER OPEN SPACE AS REQUIRED TO PROVIDE HYDRAULIC CONNECTION.
3. WETLAND BUFFERS MAY BE ADJUSTED SUBJEC TO FINAL LAND PLANS APPROVED THROUGH THE PRELIMINARY PLAN PROCESS & SUBSEQUENT PERMITTING.

FIXED DEVELOPMENT CRITERIA:
1. MAXIMUM MEAN SQUARE FOOTAGE SHALL BE 20,000 SF.
2. MAXIMUM COMMERCIAL SQUARE FOOTAGE SHALL BE 25,000 SF.
3. TOTAL SPACE USE SHALL BE 66,000 + 9% OR 26.5' AC.
4. LOCATION OF ACCESS POINTS TO BE PUBLIC ROADWAYS.

VARIABLE DEVELOPMENT CRITERIA:
1. STORMWATER LAKE LOCA TIONS & CONFIGURATIONS.
2. DEVELOPMENT POD BOUNDARIES.
3. INTERNAL ROADWAY ALIGNMENTS.

GRAPHIC LEGEND:
- ACCESS POINTS
- DEVELOPMENT POD
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- LAKE & LITORAL AREAS
- OTHER OPEN SPACE

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Palmer Ranch Increment XII NOPC
BACKGROUND

Palmer Ranch DRI was originally approved by the Sarasota Board of County Commissioners on December 18, 1984 (Resolution No. 84-418). The existing Palmer Ranch properties are generally located east of U.S. 41, north of Preymore Street, south of Clark Road and west of I-75 (See Attachment I). The existing Palmer Ranch development is approved for 11,550 residential dwelling units, 99 acres ± of internal commercial, plus additional square footage of commercial/office approved/planned in designated Activity Centers; and 1.75 million square feet of industrial development. On April 21, 2015 a second (previous 1991) “Amended and Restated Master Development Order” (MDO) was approved to codify and clarify changes to the MDO because of various amendments over many years, completion of development order conditions, and additions of land. The Application for Master Development Order (AMDO) review process requires that Applications for Incremental Development Approval (AIDA) be submitted to approve specific land uses. To date within the overall Palmer Ranch Master DRI site, 23 AIDAs have been approved for development (see Attachment I Master Development Plan Map). Increment 24 is currently under review.

On October 2, 2015 an Increment XII Notice of Proposed Change (NOPC) was submitted for an expedited review with concurrence from the County to do so for the applicant of this change. The Increment XII site is 35.54 acres on two parcels of land (referred to as Parcels B1 and B-2a) located on the east side of the Palmer Ranch DRI. It is bound on the west by Sawyer Loop Road, the north by Clark Road, the east by Honore Avenue, and to the south by Parcel B2 (see Attachment II). The original development order, Ordinance 98-038, was approved on April 14, 1998 for a total of 20,000 square feet of General Commercial (CG) on Parcel B-2a (3.36 acres) and 100,000 square feet of office in a Planned Industrial Development (PID) on Parcel B1 (32.18 acres).

PREVIOUS CHANGES

Increment XII has been amended once by Sarasota County Ordinance No. 2007-077, on September 11, 2007, to recognize the development of the property as Major Employment Center (MEC) uses, specifically, a maximum of 100,000 square feet of MEC uses and 20,000 square feet of commercial uses on 35.54+ acres.

PROPOSED CHANGES

The proposed changes is to allow for a shell road access from Increment XII into the adjacent Increment IV, through a degraded area of wetland preserve, for overflow grass parking of an approved car dealership in Increment XII. Mitigation for the wetland impact will be within Increment IV as show on Attachment III. This map will be included within the package for County Commission approval in late October for an ongoing Increment IV NOPC (SWFRPC reviewed April 2015 and waiting for the development order amendment). The proposed amendments for Increment XII will be also heard by the Board at the October meeting.
The following proposed revisions to the Palmer Ranch Increment XII DO are detailed below:

Additional changes may be appropriate and will be coordinated with County staff as part of the review of this application.

LAND USE
2. All development shall occur in substantial accordance with the Master Development Plan, date-stamped ______________, and attached hereto as Exhibit “C.”

DRAINAGE
Prior to preliminary plan submittal, the Catfish Creek Basin Study shall be re-evaluated, considering the flood elevations experiences in November 13th, 1997, storm event. The re-evaluation shall confirm no increase in demand in the downstream receiving system.

All development shall be in compliance with the adopted Catfish Creek Basin Master Plan.

TRANSPORTATION
The three Transportation Conditions have been completed or are recognized in the 5-Year Transportation Re-Analysis and therefore the following conditions are no longer necessary.

1. The intersection of Honore Avenue at Clark Road shall be monitored for the need for signalization at least annually, and the results shall be reported in the Palmer Ranch Annual Monitoring Report. Within nine months of the County Engineer finding that a traffic signal is warranted at the intersection based on a warrant analysis as contained in the Manual on Uniform Traffic Control Devices, construction of the warranted traffic signal and associated improvements shall be under binding executed contract.

2. Prior to the time the Palmer Ranch DRI traffic significantly impacts the intersection of Honore Avenue at Ashton Road, the Applicant shall submit an updated Transportation Reanalysis, which includes Honore Avenue between Clark Road and Proctor Road in the roadway network.

3. Prior to or concurrent with the issuance of the first building permit for development on Palmer Ranch XII, a separate southbound to westbound right turn lane shall be provided at the project entrance on Honore Avenue.

Buildout and Development Order Termination Dates

1. The termination date for the Palmer Ranch Increment XII Development Order shall be December 31, 2017.

STAFF ANALYSIS

CHARACTER, MAGNITUDE, LOCATION

The proposed changes will not affect the character, magnitude or location of the DRI, because no change in land use or intensity is needed in Increment IV to accommodate the grass parking area.
and access road.

REGIONAL RESOURCES AND FACILITIES IMPACT

The wetland preserve to be impacted by the shell access road is a regional resource. However, the wetland impact has been confined to the least amount of area in the most degraded part of the wetland preserve. Acceptable mitigation for this impact has been approved by County Environmental within Increment IV. The transportation facilities conditions for this increment have been met and the 5-Year Transportation Update analysis provisions of the MDO are in compliance for addressing the transportation impacts of the total Master DRI.

STAFF CONCLUSIONS

The SWFRPC role in coordinating the DRI review process for this NOPC is to determine under the authority of Chapter 380.06(19)(a) F.S. if “any proposed change to a previously approved development creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency”. Furthermore, Chapter 380.06(19)(e)3 states “except for the change authorized by sub-subparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence”.

It is staff recommendation that proposed changes are not a substantial deviation and that no additional regional impacts will occur not previously reviewed by the SWFRPC and as such do not object to any of the changes.

RECOMMENDED ACTIONS:

1. Notify Sarasota County, the Florida Department of Economy Opportunity and the applicant of staff recommendations and no objection to the NOPC changes which are not a substantial deviation and do not create additional regional impacts not previously reviewed by the regional planning council.
2. Request that Sarasota County provide SWFRPC staff with copies of any development order amendments related to the proposed changes as well as any additional information requested of the applicant by DEO or the County.
NOTES:
1. FINAL ACREAGE WILL VARY BASED ON DETAILED SITE PLANNING (LAKES, DEVELOPMENT PODS, OTHER OPEN SPACE, ETC.)
2. LAKES MAY ENCOMPASS INTO WETLAND BUFFERS & OTHER OPEN SPACE AS REQUIRED TO PROVIDE HYDRAULIC CONNECTION.
3. WETLAND BUFFERS MAY BE ADJUSTED SUBJECT TO FINAL LAND PLAN AS APPROVED THROUGH THE PRELIMINARY PLAN PROCESS & SUBSEQUENT PERMITTING.

FIXED DEVELOPMENT CRITERIA:
1. MAXIMUM MEASURABLE SQUARE FOOTAGE SHALL BE 100,000 SF
2. MAXIMUM COMMERCIAL SQUARE FOOTAGE SHALL BE 20,000 SF
3. OPEN SPACE USE SHALL BE 66.01% (+/- 3%) OR 24.17 AC.
4. LOCATION OF ACCESS POINTS TO BE PUBLIC ROADS.

VARIABLE DEVELOPMENT CRITERIA:
1. STORMWATER LAKE LOCATIONS & CONFIGURATIONS.
2. DEVELOPMENT POD BOUNDARIES.
3. INTERNAL ROADWAY ALIGNMENTS.

GRAPHIC LEGEND:
- ACCESS POINTS
- DEVELOPMENT POD
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- LAKE & LITTORAL AREAS
- OTHER OPEN SPACE

SITE DATA:

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Agenda

SWFRPC Committee Reports
Agenda

Item

11a

Budget & Finance Committee

11a
2014 - 2015 Workplan & Budget Financial Snapshot
Sep-15

Revenues
Local Assessments
Total Federal/State Grants
Misc. Grants/Contracts
Other Revenue Sources

Monthly Revenues

Notes: Local Assessments billed at the beginning of each quarter: October, January, April and July
Federal Grants (EPA) billed monthly: EPA: FAMWQ and Conservation Easement
State/Federal Grants billed quarterly: LEPC, HMEP, TD, and ED
Misc. Grants/Contracts billed by deliverable: SQG, Interagency PO’S
Other(DRI) billed /recorded monthly as cost reimbursement

Monthly Net Income (Loss)

YTD: Net Income $(138,733) Unaudited
DRAFT - These financials are pending YE adjustments

SWFRPC INCOME STATEMENT
COMPARSED WITH BUDGET
FOR THE TWELVE MONTHS ENDING SEPTEMBER 30, 2015

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<th>Current Month</th>
<th>Year to Date</th>
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<td>20,414</td>
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<td>-</td>
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<td>-</td>
<td>(5,000)</td>
<td>(5,000)</td>
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<td>NEFRC PO # 943</td>
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<td>100.00%</td>
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<td>-</td>
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<td>100.00%</td>
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<tr>
<td>City of Bonita Springs - Spring Creek</td>
<td>-</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>100.00%</td>
<td>-</td>
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<tr>
<td>North Port EDA Grant Writing</td>
<td>-</td>
<td>5,000</td>
<td>-</td>
<td>5,000</td>
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<tr>
<td>IT EVENT 2014</td>
<td>-</td>
<td>6,108</td>
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<td>-</td>
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<td>750</td>
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<tr>
<td>Brownfields Event</td>
<td>-</td>
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<td>-</td>
<td>2,250</td>
<td>100.00%</td>
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<td>-</td>
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<td>2,500</td>
<td>5,000</td>
<td>100.00%</td>
<td>-</td>
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<tr>
<td>CHNEP Audit</td>
<td>-</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
<td>100.00%</td>
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<tr>
<td>INTEREST INCOME</td>
<td>-</td>
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<td>1,500</td>
<td>1,500</td>
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<td>27,250</td>
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<td>-</td>
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<td>VISIT FLORIDA - MARKETING</td>
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<td>0.00%</td>
<td>1,000</td>
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<td>Goodwheels Tech Assistance</td>
<td>2,000</td>
<td>2,000</td>
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<td>TBRPC - Disaster Guide (graphics)</td>
<td>-</td>
<td>4,000</td>
<td>-</td>
<td>4,000</td>
<td>100.00%</td>
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<td><strong>TOTAL MISC. GRANTS/CONTRACTS</strong></td>
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<td>$ 155,226</td>
<td>$ 93,400</td>
<td>$ 123,881</td>
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**DRIS/NOPCS/MONITORING**

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<td>$ 89,356</td>
<td>$ 60,000</td>
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**OTHER REVENUE SOURCES**

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**Fund Balance**

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**TOTAL REVENUES**

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<td>$ 1,142,263</td>
<td>$ 1,667,621</td>
<td>$ 1,850,662</td>
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<td>(\text{2021}^{\text{st}})</td>
<td>(\text{2021}^{\text{nd}})</td>
<td>(\text{2020}^{\text{th}})</td>
<td>(\text{% CHANGE})</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>------------------</td>
</tr>
<tr>
<td>SALARIES EXPENSE</td>
<td>$44,874</td>
<td>$599,052</td>
<td>$729,525</td>
<td>$592,934</td>
<td>101% (6,118)</td>
</tr>
<tr>
<td>FICA EXPENSE</td>
<td>$3,361</td>
<td>$45,697</td>
<td>$55,809</td>
<td>$45,359</td>
<td>101% (338)</td>
</tr>
<tr>
<td>RETIREMENT EXPENSE</td>
<td>$3,595</td>
<td>$56,423</td>
<td>$58,766</td>
<td>$56,166</td>
<td>100% (257)</td>
</tr>
<tr>
<td>HEALTH INSURANCE EXPENSE</td>
<td>$5,682</td>
<td>$99,175</td>
<td>$128,579</td>
<td>$100,884</td>
<td>98% 1,709</td>
</tr>
<tr>
<td>WORKERS COMP. EXPENSE</td>
<td>$107</td>
<td>$3,422</td>
<td>$2,329</td>
<td>$4,413</td>
<td>78% 991</td>
</tr>
<tr>
<td>UNEMPLOYMENT COMP. EXPENSE</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A 92</td>
</tr>
<tr>
<td>TOTAL PERSONNEL EXPENSES</td>
<td>$57,619</td>
<td>$803,677</td>
<td>$975,008</td>
<td>$799,756</td>
<td>100% (3,921)</td>
</tr>
<tr>
<td>CONSULTANTS</td>
<td>$6,664</td>
<td>$57,012</td>
<td>$14,500</td>
<td>$46,850</td>
<td>122% (10,162)</td>
</tr>
<tr>
<td>GRANT/CONSULTING EXPENSE</td>
<td>$37,140</td>
<td>$63,533</td>
<td>$54,396</td>
<td>$54,396</td>
<td>117% (9,137)</td>
</tr>
<tr>
<td>AUDIT SERVICES EXPENSE</td>
<td>-</td>
<td>$36,820</td>
<td>$40,000</td>
<td>$34,620</td>
<td>106% (2,200)</td>
</tr>
<tr>
<td>TRAVEL EXPENSE</td>
<td>$225</td>
<td>$27,981</td>
<td>$25,170</td>
<td>$24,670</td>
<td>113% (3,311)</td>
</tr>
<tr>
<td>TELEPHONE EXPENSE</td>
<td>$539</td>
<td>$5,749</td>
<td>$5,100</td>
<td>$5,100</td>
<td>113% (649)</td>
</tr>
<tr>
<td>POSTAGE / SHIPPING EXPENSE</td>
<td>$44</td>
<td>$3,173</td>
<td>$2,787</td>
<td>$4,287</td>
<td>74% 1,114</td>
</tr>
<tr>
<td>EQUIPMENT RENTAL EXPENSE</td>
<td>$957</td>
<td>$7,964</td>
<td>$7,015</td>
<td>$7,015</td>
<td>114% (949)</td>
</tr>
<tr>
<td>INSURANCE EXPENSE</td>
<td>$583</td>
<td>$22,970</td>
<td>$22,500</td>
<td>$22,500</td>
<td>102% (470)</td>
</tr>
<tr>
<td>REPAIR/MAINT. EXPENSE</td>
<td>46</td>
<td>$10,311</td>
<td>$15,000</td>
<td>$10,000</td>
<td>103% (311)</td>
</tr>
<tr>
<td>PRINTING/REPRODUCTION EXPENSE</td>
<td>644</td>
<td>$6,430</td>
<td>$2,190</td>
<td>$6,190</td>
<td>104% (240)</td>
</tr>
<tr>
<td>UTILITIES (ELEC, WATER, GAR)</td>
<td>$1,901</td>
<td>$20,889</td>
<td>$23,200</td>
<td>$20,700</td>
<td>101% (189)</td>
</tr>
<tr>
<td>ADVERTISING/LEGAL NOTICES EXP</td>
<td>$265</td>
<td>$7,766</td>
<td>$2,454</td>
<td>$2,454</td>
<td>316% (5,312)</td>
</tr>
<tr>
<td>OTHER MISC. EXPENSE</td>
<td>$130</td>
<td>$2,626</td>
<td>$4,500</td>
<td>$3,000</td>
<td>88% 374</td>
</tr>
<tr>
<td>BANK SERVICE CHARGES</td>
<td>$352</td>
<td>$3,455</td>
<td>$2,700</td>
<td>$2,700</td>
<td>128% (755)</td>
</tr>
<tr>
<td>OFFICE SUPPLIES EXPENSE</td>
<td>-</td>
<td>$4,944</td>
<td>$5,175</td>
<td>$3,175</td>
<td>142% (1,319)</td>
</tr>
<tr>
<td>COMPUTER RELATED EXPENSE</td>
<td>$3,081</td>
<td>$27,308</td>
<td>$27,070</td>
<td>$24,070</td>
<td>113% (3,238)</td>
</tr>
<tr>
<td>DUES AND MEMBERSHIP</td>
<td>-</td>
<td>$10,182</td>
<td>$29,700</td>
<td>$14,700</td>
<td>69% 4,518</td>
</tr>
<tr>
<td>PUBLICATION EXPENSE</td>
<td>-</td>
<td>$211</td>
<td>$250</td>
<td>$461</td>
<td>46% 250</td>
</tr>
<tr>
<td>PROF. DEVELOP.</td>
<td>-</td>
<td>$3,885</td>
<td>$10,256</td>
<td>$4,256</td>
<td>91% 371</td>
</tr>
<tr>
<td>MEETINGS/EVENTS EXPENSE</td>
<td>$18,462</td>
<td>$26,810</td>
<td>$3,453</td>
<td>$8,616</td>
<td>311% (18,194)</td>
</tr>
<tr>
<td>CAPITAL OUTLAY EXPENSE</td>
<td>-</td>
<td>$7,500</td>
<td>$N/A</td>
<td>$N/A</td>
<td>0</td>
</tr>
<tr>
<td>CAPITAL OUTLAY - BUILDING</td>
<td>-</td>
<td>$35,150</td>
<td>$N/A</td>
<td>$N/A</td>
<td>0</td>
</tr>
<tr>
<td>LONG TERM DEBT</td>
<td>$10,646</td>
<td>$211</td>
<td>$250</td>
<td>$461</td>
<td>46% 250</td>
</tr>
<tr>
<td>UNCOLLECTABLE RECEIVABLES</td>
<td>-</td>
<td>$3,885</td>
<td>$10,256</td>
<td>$4,256</td>
<td>91% 371</td>
</tr>
<tr>
<td>FUND BALANCE</td>
<td>$708,484</td>
<td>$748,895</td>
<td>$748,895</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>OPERATIONAL EXP.</td>
<td>$81,679</td>
<td>$477,319</td>
<td>$1,176,550</td>
<td>$1,176,655</td>
<td>41% (49,559)</td>
</tr>
<tr>
<td>ALLOCATION FOR FRINGE/INDIRECT (CAPTURED BY GRANTS)</td>
<td>$(423,937)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UTILIZED RESERVE</td>
<td>$(125,749)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OPERATIONAL EXP.</td>
<td>$752,613</td>
<td>$1,208,906</td>
<td>$1,272,621</td>
<td>$1,850,662</td>
<td>100% (142,749)</td>
</tr>
<tr>
<td>NET INCOME (LOSS)</td>
<td>$64,860</td>
<td>$(138,733)</td>
<td>$1,727,621</td>
<td>$1,850,662</td>
<td>Unrecovered deficit $14,984</td>
</tr>
</tbody>
</table>
## Cash and Cash Equivalents:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petty Cash</td>
<td>$200</td>
</tr>
<tr>
<td>Bank of America Operating Funds</td>
<td>$47,549</td>
</tr>
<tr>
<td><strong>Total Cash and Cash Equivalents</strong></td>
<td>$47,749</td>
</tr>
</tbody>
</table>

## Investments:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iberia Bank MM</td>
<td>$318,840</td>
</tr>
<tr>
<td>Local government Surplus Trust Fund Investment Pool (Fund A)</td>
<td>$135,566</td>
</tr>
<tr>
<td>Local government Surplus Trust Fund (Fund B)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Investments</strong></td>
<td>$454,406</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Reserves</td>
<td>$502,155</td>
</tr>
</tbody>
</table>
ASSETS

<table>
<thead>
<tr>
<th>Current Assets</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Bank of America Oper.</td>
<td>$47,549.22</td>
</tr>
<tr>
<td>Cash - Iberia MM</td>
<td>318,840.17</td>
</tr>
<tr>
<td>Cash - FL Local Gov't Pool</td>
<td>135,565.51</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>200.00</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>160,079.27</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>662,234.17</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property and Equipment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property, Furniture &amp; Equip</td>
<td>2,014,488.05</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(576,325.59)</td>
</tr>
<tr>
<td><strong>Total Property and Equipment</strong></td>
<td><strong>1,438,162.46</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Assets</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount t.b.p. for L.T.L.-Leave</td>
<td>45,619.07</td>
</tr>
<tr>
<td>FSA Deposit</td>
<td>2,881.29</td>
</tr>
<tr>
<td>Amt t.b.p. for L.T.Debt-OPEP</td>
<td>61,797.00</td>
</tr>
<tr>
<td>Amount t.b.p. for L.T.Debt</td>
<td>879,263.44</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td><strong>989,560.80</strong></td>
</tr>
</tbody>
</table>

| **Total Assets**                                 | **$3,089,957.43**|

LIABILITIES AND CAPITAL

<table>
<thead>
<tr>
<th>Current Liabilities</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$9,890.53</td>
</tr>
<tr>
<td>Deferred EDA Manufact_3415</td>
<td>1,657.86</td>
</tr>
<tr>
<td>Deferred Palmer XXIV_4097</td>
<td>31,578.98</td>
</tr>
<tr>
<td>Deferred NorthPoint NOPC_5328</td>
<td>(171.10)</td>
</tr>
<tr>
<td>Deferred Pelican Marsh_5329</td>
<td>463.85</td>
</tr>
<tr>
<td>Deferred Palmer Ranch MDO_NOPC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Deferred Palmer Ranch IV 8-9</td>
<td>2,500.00</td>
</tr>
<tr>
<td>FICA Taxes Payable</td>
<td>1,516.39</td>
</tr>
<tr>
<td>Federal W/H Tax Payable</td>
<td>(1,222.35)</td>
</tr>
<tr>
<td>United way Payable</td>
<td>435.00</td>
</tr>
<tr>
<td>FSA Payable</td>
<td>(32.63)</td>
</tr>
<tr>
<td>LEPC Contingency Fund</td>
<td>305.25</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>48,921.78</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-Term Liabilities</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued Annual Leave</td>
<td>45,619.07</td>
</tr>
<tr>
<td>Long Term Debt - OPEB</td>
<td>61,797.00</td>
</tr>
<tr>
<td>Long Term Debt - Bank of Am.</td>
<td>879,263.44</td>
</tr>
<tr>
<td><strong>Total Long-Term Liabilities</strong></td>
<td><strong>986,679.51</strong></td>
</tr>
</tbody>
</table>

| **Total Liabilities**                            | **1,035,601.29**|

<table>
<thead>
<tr>
<th>Capital</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance-Unassigned</td>
<td>240,926.27</td>
</tr>
<tr>
<td>Fund Balance-Assigned</td>
<td>514,000.00</td>
</tr>
<tr>
<td>FB-Non-Spendable/Fixed Assets</td>
<td>1,438,162.46</td>
</tr>
<tr>
<td>Net Income</td>
<td>(138,732.59)</td>
</tr>
<tr>
<td><strong>Total Capital</strong></td>
<td><strong>2,054,356.14</strong></td>
</tr>
</tbody>
</table>

Unaudited - For Management Purposes Only
Total Liabilities & Capital

$ 3,089,957.43

Unaudited - For Management Purposes Only
Agenda

Item

Economic Development Committee

11b

11b

11b
Energy & Climate Committee
Estero Bay Agency on Bay Management Committee
Executive Committee

Item

Agenda
Legislative Affairs Committee
Agenda

Item

11g

11g

11g

Quality of Life & Safety Committee
Agenda

Item

11h

Regional Transportation Committee

11h
Interlocal Agreement/Future of the SWFRPC Committee
New Business
Agenda

Item

12a

12a

Imperiled Species Management Planning

12a
This presentation provides an update on the Imperiled Species Management Planning and implementation effort that is underway.

October 2015

Prepared by Claire Sunquist Blunden
Significant updates to the rule for Florida's endangered and threatened species, Chapter 68A-27, Florida Administrative Code (F.A.C.), were approved in Sept 2010. This change in our approach and adoption of these methods was a philosophical shift from how we had been doing business in the past.

The rule, which includes the designation of both federal and state listed species, is important for identifying and conserving Florida’s imperiled species. The imperiled species management system includes measurable criteria used to determine species’ eligibility for state-listing on the Florida Endangered and Threatened Species List, requires biological status reviews for species that are being considered for addition to or removal from the list, and specifies management plan development for all species being added to – or being removed from – the list. Conservation actions necessary to address threats for a particular species or suite of species, including protective provisions, are to be included in a management plan. Species not already listed and believed to be at high risk of extinction may be evaluated during the allocated annual timeframe, with the intent to protect imperiled species from extinction and to prevent the need for federal listing in the future.

Since 2010, FWC staff have been working on developing a management plan for 60 of 64 state-listed species that did not have a draft or final management plan already in place.
As part of the new Imperiled Species Management System and as a result of a great deal of stakeholder input, the commission approved changes to 68A-27.001 which are summarized on this slide.

One of the major changes in the adaption of the 2010 rule was the adoption of a new definition of take that was more consistent with our federal partners. The key phrase that we will be focusing on is the aspect of habitat modification or degradation that impair essential behaviors -- breeding, feeding, or sheltering.
Completed in 2011, Biological Status Reviews (BSRs) were conducted for state-listed species that had not received a review in the last decade in accordance with newly adopted evaluation criteria (under Rule 68A-27.0012(2)(b), F.A.C.) Species Action Plans (SAPs) identify threats and prioritized conservation actions for species or groups of species. 46 SAPs address the needs of 57 species with those species with similar backgrounds and needs being addressed within the same SAP. The fourteen (14) Integrated Conservation Strategies (ICSs) take a more holistic approach and focus on higher-level strategies and their integrated actions that will yield the greatest conservation benefit for the greatest number of species. Today we’ll present some changes made to the draft ISMP and preview some draft rule changes and the concept of guidelines. We intend to present a draft of the ISMP later this year, and the final for Commission approval in early 2016.
The first of its kind for state-listed species in Florida, the Imperiled Species Management Plan (ISMP) is a 10-year plan created to address the conservation needs of multiple species through a comprehensive approach. The approach presented in this plan is two-fold: use integrated strategies to the extent possible and simultaneously address individual species needs. This comprehensive approach is a strategic course to imperiled species conservation and management, and it increases the opportunity to benefit a greater number of species with available resources and effectively improve conditions for Florida’s wildlife statewide. The strategies presented in this plan are intended to minimize threats and reverse negative impacts on species, and to address the complexity of improving habitat conditions for multiple species at varying scales.

With the development of the Imperiled Species Management Plan, this is the first time that all listed species will have a management plan in place. The plan addresses the needs of 60 imperiled species with a focus to improve conservation and management and prevent federal listing.
The Draft Plan includes these sections. The Law and Policy Chapter may be of most interest to this group as it describes the laws associated with state listed species, how we define intentional and incidental take, how we interact with other state regulatory agencies, and how our policies influence the management of particular species.
Species like the Florida Sandhill Crane, Southeastern American Kestrel, White-crowned Pigeon, Key Ringneck Snake will remain Threatened.

Species like the Florida Burrowing Owl, American Oystercatcher, Reddish Egret, Florida Pine Snake, and Black Creek Crayfish will change from SSC to Threatened.

The Homosassa Shrew, Sherman’s Fox Squirrel, Osprey (Monroe County), Alligator Snapping turtle, and Harlequin darter will remain SSC – **Keep in mind that the SSC category is only temporary and we will have new information on those 5 to make a determination by 2018.**

Species like the Florida Mouse, Brown Pelican, Limpkin, Suwanee Cooter, Pine Barrens tree frog, and Lake Eustis Pupfish will all be coming off the list.

19 of our 57 are either candidates for federal listing or petitioned for federal listing under multi district litigation by USFWS. Examples include: Snowy Plover, Florida Sandhill Crane, Saltmarsh Top minnow, Santa Fe Cave Crayfish, Sanibel Island Rice Rat, and Florida Keys Mole Skink.
Many species are only found in a small geographic area, sometimes one or two counties. For example, the Florida Bog Frog is limited only to a two county area and most of the suitable habitat for this species is on Eglin Air Force Base. The Sanibel Island Rice Rat is only found on Sanibel Island and only in the freshwater marshes and mangrove areas.

Full species list: Florida Bog Frog, Pine Barrens Treefrog, Georgia Blind Salamander, Sanibel Island Rice Rat, Eastern Chipmunk, Everglades Mink, Sherman’s short-tailed Shrew, White-crowned Pigeon, Wakulla Seaside Sparrow, Worthington’s Marsh Wren, Key Ringneck Snake, Florida Keys Mole Skink, Rim Rock Crowned Snake, Florida Keys Brown Snake, Lower Keys Red Rat Snake, Lower Keys Striped Mud Turtle, Santa Fe Cave Crayfish, Black Creek Crayfish, Crystal Darter, Harlequin Darter, Lake Eustis Pupfish, Southern Tessellated darter
Species Included in ISMP

- Some species are **wetland dependent** and are considered as part of the ERP process; Wading Birds, Florida Sandhill Crane, Big Cypress Fox Squirrel, Homosassa Shrew

See wetland dependent species list in ERP handbook.
Species Included in ISMP

- Some species are found only in rivers, streams, and lakes: Barbour’s Map Turtle, Alligator Snapping Turtle, Blackmouth Shiner, Saltmarsh top minnow, Lake Eustis Pupfish
Regional Species Included

Many shorebirds including the American Oystercatcher, Least Tern, and Black Skimmer
Regional Species Included

Wading birds and species like the Florida Sandhill Crane
Regional Species Included

Upland Species like Florida Burrowing Owl and Florida Pine Snake
Regional Species Included

Mammals like the Big Cypress Fox Squirrel and Everglades Mink
Staff are creating species specific guidelines that detail relevant scientific information related to FWC commenting or permitting on projects and developments. These documents are tools to give landowners, consultants, developers, and other agencies consistent information and guidance to make decisions about listed species, how to detect them, how they might avoid take of those species if found, and information on permitting options. Take permitting includes scientific collecting and permitting for take that is incidental to otherwise legal activities. Guidelines will be prepared for all 57 species and will be an additional resource to the Species Action Plans in providing species-specific conservation details.

Depending on the listing status the guidelines will be tailored to provide information relevant to the species, required habitats, and related protections, if they apply. Because the species are quite different, including those cryptic species that are very difficult to find, we openly acknowledge as a policy within the plan that we will adapt our management approaches based on our level of knowledge and understanding for each species. Guidelines are currently under development with plans to engage partners and stakeholders in refining the drafted guidelines in 2015 and 2016.
We held two public workshops for the Florida Sandhill Crane and Sherman’s Fox Squirrel Guidelines in June and received comments on those in July. Most of the comments centered around concerns over the buffers that had been set in the crane guidelines, concerns about coordination with other agencies permitting mechanisms and concerns about some of the adverse conditioning techniques which are described in the guidelines for these two species.
So, what is the timeline for the ISMP approval? We will go before the Commission in November to ask for their approval to formally advertise our rules and allow us to open up the plan for public review and comment. The comment period will be between November and January of 2016. While we are only required to advertise for 45 days, we will aim to allow 60 days for review.

Once we receive those comments at the end of January, we will incorporate those comments and revisions into a final draft which we will present to the Commission in April 2016. We will bring all final rules and the ISMP for approval at the April 2016 Commission meeting in the Miami area.
ISMP Next Steps: 2015-2016

- Additional workshops and webinars on updates to the draft ISMP, rules and guidelines
- Draft ISMP and associated rules to FWC Commission November 2015
- Public Comment period November to January
- Final Draft Plan and associated rules for final approval April 2016
Draft ISMP available at:
http://myfwc.com/wildlifehabitats/imperiled/

or by emailing Imperiled@myfwc.com or Claire.Sunquist@myfwc.com
Questions?

Photo by Jack Rogers