1926 Victoria Avenue | Fort Myers, FL 33901



P: 239.338.2550 | F: 239.338.2560 | www.swfrpc.org

#### 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.

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	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 Wuerstle	
	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.

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#### COUNCIL MEETING AGENDA

	Councilman Jim Burch	
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14	COUNCIL ATTORNEY'S COMMENTS	
15	COUNCIL MEMBERS' COMMENTS	
16	ADJOURN	

**NEXT SWFRPC MEETING DATE: November 12, 2015** 

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.

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.

#### 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

#### **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

#### 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)

#### 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

#### 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

#### 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 Nichole Gwinnett Rebekah Harp Charles Kammerer Jennifer Pellechio 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
- JLCB Joint Local Coordinating Boards of Glades & Hendry Counties

**2** | P a g e

- 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)

**3** | P a g e

- TDPN Transportation Disadvantaged Planners Network
- TDSP Transportation Disadvantaged Service Plan
- USDA US Department of Agriculture
- WMD Water Management District (SFWMD and SWFWMD)



Apalachee • Central Florida East Central Florida • North Central Florida Northeast Florida • South Florida • Southwest Florida Tampa Bay • Treasure Coast • West Florida • Withlacoochee

104 West Jefferson Street, Tallahassee, FL 32301-1713 • 850.224.3427

#### 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.

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# \_\_\_\_Agenda \_\_\_\_Item

Invocation

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### \_\_Agenda Item

### Pledge of Allegiance

Roll Call

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### **Public Comments**

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Minutes

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# \_\_\_\_Agenda \_\_\_\_Item

### Director's Report



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#### **EXECUTIVE DIRECTOR'S REPORT**: October 15, 2015

#### **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. 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

7a

# Proposal for the Sale of the Building

7a

7a

1' 1. PARTIES AND PROPERTY: Family Health *	("Buyer")
2" agrees to buy and Southwest Florida Regional**	("Seller")
4 Ft. Myers, FL 33901	
5' Legal Description: See attached Exhibit "A," which is incorporated herein by	reference.
6*	
7' and the following Personal Property: See attached Exhibit "A," which is incorporat	ted herein by
8' reference	
9 (all collectively referred to as the "Property") on the terms and conditions set forth below.	
10° 2. PURCHASE PRICE:	\$1,200,000.00
11* (a) Deposit held in escrow by CHEFFY PASSIDOMO	\$\$20,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)	
13' Escrow Agent's address: Naples, FL 34102 Phone: (239) 261-9300	_
(b) Additional deposit to be made to Escrow Agent within days after Effective Da	
<ul> <li>(c) Additional deposit to be made to Escrow Agent within <u>n/a</u> days after Effective Day</li> </ul>	
<ul><li>(d) Total financing (see Paragraph 5)</li></ul>	\$
17' (e) Other <u>n/a</u>	\$
<ul> <li>(f) All deposits will be credited to the purchase price at closing. Balance to close, subject</li> <li>to adjustments and prorations, to be paid with locally drawn cashier's or official bank</li> <li>check(s) or wire transfer.</li> </ul>	\$1,180,000.00
<ul> <li>3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer</li> <li>and Buyer and an executed copy delivered to all parties on or before <u>October 15, 2015</u></li> <li>withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter</li> <li>days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date</li> <li>last one of the Seller and Buyer has signed or initialed and delivered this offer or the final of</li> <li>Calendar days will be used when computing time periods, except time periods of 5 days or less. T</li> <li>days or less will be computed without including Saturday, Sunday, or national legal holidays. Any</li> <li>on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business data</li> <li>essence in this Contract.</li> </ul>	5, this offer will be er offer will be 3 ate on which the counter offer. Time periods of 5 time period ending
30 4. CLOSING DATE AND LOCATION:	
<ul> <li>(a) Closing Date: This transaction will be closed on <u>§22</u> (Closing extended by other provisions of this Contract. The Closing Date will prevail over all other time not limited to, Financing and Due Diligence periods. In the event insurance underwriting is sus Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 d insurance underwriting suspension is lifted.</li> <li>Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is</li> </ul>	pended on Closing lays after the
CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS <sup>©</sup> All Rights Reserved	
Cheffy Passidomo PA, 821 5th Ave South Naples, FL 34102 Phone: 239-261-9300 Fax: 239-261-0884 Cheffy Passidomo	FAMILY HEALTH

Fax: 239-261-0884 Cheffy Passidomo Produced with zlpForm® by zipLoglx 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com (b) Location: Closing will take place in <u>Collier</u> 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.

#### 39 5. THIRD PARTY FINANCING:

40*	BUYER'S OBLIGATION: Within days (5 days if left blank) after Effective Date, Buyer will apply for third party
41*	financing in an amount not to exceed 0.000 % of the purchase price or \$, with a fixed interest rate
42*	net to exceed _0.000 % per year with an initial variable interest rate not to exceed _0.000 %, with points or commitment
43*	or loan fees not to exceed % of the principal amount, for a term of _n/a_ years, and amortized over _n/a_
44	years, with additional terms as follows:
45*	n/a
46	Buyer will timely provide any and all oredit, employment, financial and other information reasonably required by any
47*	lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within <u>n/a</u> days (45 days if
48	left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
40	(iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the
<del>60</del>	mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
61	upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and
<del>52*</del>	reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within <u>n/a</u> days (3 days if left
<del>53</del>	blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract-
64	If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
<del>55</del>	thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
<del>56</del>	satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes
<del>57</del>	of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan
<del>58</del>	Approval by Loan Approval Date and thereafter either party cleets to cancel this Contract as set forth above or the
<del>50</del>	lender fails or refuses to close on or before the Closing-Dato without fault on <b>Buyer's</b> part, the Deposit(s) shall bo
<del>60</del>	returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61	obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62	as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63	retain the Deposit(s) if the transaction does not close.
64*	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by 🕅 statutory warranty
65*	deed 🗌 other, free of liens, easements and encumbrances of record or
66	known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67	easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68*	subject) NONE OTHER
69*	
70	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71*	Property as MEDICAL/GENERAL OFFICE
72	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
73*	and pay for the title search and closing services. Seller will, at (check one) 🗌 Seller's 🕱 Buyer's expense and
74*	within <u>10</u> days 🕱 after Effective Date 🗌 or at least days before Closing Date deliver to Buyer (check one)
75*	I (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76	discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount
77	of the purchase price for fee simple title subject only to exceptions stated above. If <b>Buyer</b> is paying for the
78	evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79	Effective Date.
80*	(ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81	existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82	to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83	of all policy exceptions and an update in a format acceptable to <b>Buyer</b> from the policy offective date and
84	certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85	in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86	<del>titlo.</del>
B7	(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88	of title defects. Title will be deemed acceptable to <b>Buyer</b> if (1) <b>Buyer</b> fails to deliver proper notice of defects or
89*	Buyer () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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(2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice 90\* ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt 91 by Buver of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect 92 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 93

10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or 94 accept title subject to existing defects and close the transaction without reduction in purchase price. 95

- (c) Survey: (check applicable provisions below) 96
- (i.) Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, 97\* specifications, and engineering documents, if any, and the following documents relevant to this transaction: 98
- Leases, permits, certificates of occupancy, and prior title policy. 99\* prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this 100 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the 101 date this Contract is terminated. 102
- 🕱 Buver will, at 🗌 Seller's 🕱 Buver's expense and within the time period allowed to deliver and examine title 103 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals 104 encroachments on the Property or that the improvements encroach on the lands of another, D Buyer will 105 accept the Property with existing encroachments X such encroachments will constitute a title defect to be 106\* cured within the Curative Period. 107
- (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress. 108

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" 109 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. 110 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has 111 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and 112 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer 113 waives all claims against Seller for any defects in the Property. (Check (a) or (b)) 114

(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" 115\* condition. 116

(b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due 117\* Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's 118 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, 119 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary 120 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and 121 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of 122 access to public roads, water, and other utilities; consistency with local, state and regional growth management and 123 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with 124 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections 125 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and 126 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of 127 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice 128 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its 129 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the 130 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the 131 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, 132 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any 133 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage 134 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written 135 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting 136 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and 137 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the 138 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buver's 139 deposit will be immediately returned to Buyer and the Contract terminated. 140

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the 141

142" Buyer () ( CC-4

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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 in 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 159 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 160 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 161 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 162 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 163 164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant 165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 166 167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information 168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 169 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 170 171 deposits to Buver. Buver will provide the closing statement, mortgages and notes, security agreements, and 172 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 day before closing. If the
 amount of taxes for the current year cannot be ascertained, rates for the previous year 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.

179 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending 182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 183 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 184 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 185 186 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. 187

(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

192\* 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

withholding requirement.

196 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to <sup>197</sup> receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance 198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of 199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross <sup>200</sup> negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, 201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent 202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of <sup>203</sup> the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, <sup>204</sup> Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If <sup>205</sup> Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent <sup>206</sup> interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover 207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and 208 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 \_\_\_\_\_ 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.

#### 216 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.

221 (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 222 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek 222 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent 224 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the 225 226 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 227 any remedy for Buyer's default. 228

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.

#### 236 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

240\* Buyer ) 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.

#### 252 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.

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

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

272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

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

280* 281	(a) Seller's Broker:	Krise Commercial Group (Company Name)	Gary Crouse , (Licensee)
282* 283	2040 Virginia Ave., For	rt Myers, FL 33901 (239)258-1646 (Address, Telephone, Fax, E-	(239)690-4105 gary@krisecg.com , -mail)
284* 285*		] is a transaction broker 🔲 has no brok both parties pursuant to 🗌 a listing agre	erage relationship and who will be compensated even in the compensated even the specify in the second
286*	Water MB ) ( ) and Sall	ler ( ) ( ) asknowledge receipt	of a copy of this page, which is Page 6 of 9 Pages
287* Bi	uyer () () and Sell	er () () acknowledge receipt o	of a copy of this page, which is Page 6 of 8 Pages.

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288		AJS REALTY GROUP, INC.	
289	2950 IMMOKALEE RD - SUIT	(Company Name) E 2, NAPLES, FL	(Licensee) Andrew@ajsrealtygroup.
290 291	34110	(239) 596-9500 (Address, Telephone, Fax, E-mail)	
300 301	by Seller's Broken Buyer's agent to be (collectively referred to as "Broken inquiries, introductions, consultation indemnify and hold Broker harmle reasonable attorneys' fees at all le inconsistent with the representation Paragraph 10, (3) any duty accept services regulated by Chapter 475	is a transaction broker 🔲 has no brokerag	Property, including but not limited to action. Seller and Buyer agree to s and expenses of any kind, including ig from (1) compensation claimed which is to collect a brokerage fee pursuant to iyer, which is beyond the scope of immendations of or services provided and
		ck if any of the following clauses are applica	able and are attached as an addendum to
304 305 306 307 308	Section 1031 Exchange	<ul> <li>Seller Warranty</li> <li>Coastal Construction Control Line</li> <li>epair</li> <li>Flood Area Hazard Zone</li> <li>Seller Financing</li> </ul>	
309	22. ADDITIONAL TERMS:		
310	*Buyer's full name is F	Samily Health Centers of South	west Florida, Inc.**Seller's
311	full name is Southwest	Florida Regional Planning Cou	uncil. Buyer shall pay the
312	deposit three (3) busin	less days after the Effective	Date. Notwithstanding the terms
313	of Paragraph 6(a), Buye	er shall obtain a title insura	ance commitment from the
314*	title/closing agent of	Buyer's choice. Closing shall	occur on the first business
315*	day that is 15 days aft	er expiration of the Due Dili	gence Period.
316*			
317*			
318*			
319*			
320*			
322 323 324 325 326 327 328 329 330 331 332	ADVICE OF AN ATTORNEY PRIC FACTS AND REPRESENTATION PROFESSIONAL FOR LEGAL AN EFFECT OF LAWS ON THE PRO REPORTING REQUIREMENTS, E ADVICE. BUYER ACKNOWLEDG REPRESENTATIONS (ORAL, WF REPRESENTATIONS OR PUBLIC THE REPRESENTATION. BUYEF AND GOVERNMENTAL AGENCIE AND FACTS THAT MATERIALLY	GALLY BINDING CONTRACT. IF NOT FUR OR TO SIGNING. BROKER ADVISES BUY IS THAT ARE IMPORTANT TO THEM ANI DVICE (FOR EXAMPLE, INTERPRETING OPERTY AND TRANSACTION, STATUS O ETC.) AND FOR TAX, PROPERTY CONDI GES THAT BROKER DOES NOT OCCUPY RITTEN OR OTHERWISE) BY BROKER A C RECORDS UNLESS BROKER INDICAT R AGREES TO RELY SOLELY ON SELLE ES FOR VERIFICATION OF THE PROPER ( AFFECT PROPERTY VALUE.	YER AND SELLER TO VERIFY ALL D TO CONSULT AN APPROPRIATE CONTRACTS, DETERMINING THE F TITLE, FOREIGN INVESTOR TION, ENVIRONMENTAL AND OTHER (THE PROPERTY AND THAT ALL RE BASED ON SELLER ES PERSONAL VERIFICATION OF R, PROFESSIONAL INSPECTORS ATY CONDITION, SQUARE FOOTAGE

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

337 to do so 338. 339 (Signature of Buyer)	Date: 9/29/15
340' Family Health * 341 (Typed or Printed Name of Buyer)	Tax ID No: 59-1741273
342" Title: CHIEF ADMIN OFFICER	Telephone:
343' 344 (Signature of <b>Buye</b> r)	_ Date:
<ul> <li>345*</li> <li>346 (Typed or Printed Name of Buyer)</li> </ul>	Tax ID No:
347* Title:	
348* Buyer's Address for purpose of notice:	
349* Facsimile:	
350* 351 (Signature of Seller)	Date:
352* Southwest Florida Regional** 353 (Typed or Printed Name of Seller)	Tax ID No: 59-27677218
354* Title:	Telephone:
355* 356 (Signature of Seller)	_ Date:
357*	Tax ID No:
358 (Typed or Printed Name of Seller)	
359* Title:	Telephone:
360* Seller's Address for purpose of notice:	
361* Facsimile:	Email:

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#### 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 benefiting 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.



[10890-0006/2344414/1]

**Staff Summaries** 

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### \_Agenda \_\_\_Item

8a

### Grant Activity Sheet (Information Only)

**8**a

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#### SWFRPC Grant Summary As Of October 5, 2015

#	Agency	Туре	Awarded	Funding Agency	Project	Project Name	LOI Due	LOI Date	App Due	Date	f October 5, 2015 Date		e Project Total RPC Amt	PDC Amt	Start Date	End Date	e Deliverables	Total Match
"	Agency	туре	Awarded	Funding Agency	Mgr.	Project Name	Date	Submitted	Date	Submitted	Awarded/Denied	Contract Signed	Project Total	RPC AIIIt	Start Date	End Date	Deliverables	Amt-RPC
1	SWFRPC	Grant	Yes	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY14-15 HMEP Planning Grant Modification					9/11/2015	Jigheu	\$13,000.00	\$13,000.00	10/1/2015	12/13/2015	Trainings	\$0.00
2	SWFRPC	Grant	Yes	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY15-16 HMEP Planning and Training Grant						9/28/2015	\$73,922.00	\$73,922.00	10/1/2015	9/30/2016	HMEP related projects and trainings	\$0.00
3	SWFRPC	Grant	Yes	EPA- Enivronmental Protection Agency	Jim Beever	Developing a Method to Use Ecosystem Services to Quantify Wetland Restoration Successes			5/15/2015	5/5/2015	9/29/2015	9/29/2015	\$234,071.00	\$174,071.00	10/1/2015	9/30/2016	Ecosystem Services Method with manual on its use; final report and progress reports.	\$60,000.00
4	SWFRPC	Grant	Yes	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY15-16 LEPC Agreement			6/30/2015	5/15/2015	6/11/2015	6/11/2015	\$48,000.00	\$48,000.00	7/1/2015	6/20/2016	Staff support to the LEPC, Plan Development and Exercise, Technical Assistance and Training Coordination/Planning.	\$0.00
5	SWFRPC	Contrac t	Yes	Glades County	Tim Walker	Glades County Small Quantity Generators (SQG)						5/17/2012	\$3,900.00	\$3,900.00	5/17/2012	5/16/2017	The goal of the assessment, notification, and verification program is to inform Small Quantity	\$0.00
6	SWFRPC	Contrac t	Yes	DOE - US Dept. of Energy	Rebekah Harp	Solar Ready II	1/24/2013	1/24/2013		3/22/2013	7/18/2013		\$140,000.00	\$90,000.00	7/1/2013	1/1/2016	Recruit local governments to review and adopt BMPs. Host	\$50,000.00
7	SWFRPC	Grant	Yes	EDA - US Economic Development Administration	Jennifer Pellechio	EDA Planning Grant			1/22/2013	12/18/2013	4/18/2014	4/21/14	\$270,000.00	\$189,000.00	1/1/2014	12/31/2016	CEDS Plan, Annual Reports, CEDS Working Committee	\$81,000.00
8	SWFRPC	Grant	Yes	Visit Florida	Jennifer Pellechio	OUR CREATIVE ECONOMY Marketing			2/9/2015	2/9/2015	6/25/2015	6/26/2015	\$5,000.00	\$2,500.00	7/1/2015	6/15/2016	TBD	\$2,500.00
9	SWFRPC	Contrac t	Yes	EPA/CHNEP - Charlotte Harbor National Estuary Program	Jim Beever	Mangrove Loss Project			4/4/2014	4/4/2014	12/19/2014		\$243,324.00	\$60,000.00	Oct 2014	Sept 2016	Report, transect information, presentations, articles	\$63,800.00
10	SWFRPC	Grant	Yes	City of Bonita Springs	Jim Beever	Spring Creek Restoration Plan							\$50,000.00	\$50,000.00	Jan 2015	Feb 2016	The Spring Creek Vulnerability	\$0.00
11	SWFRPC	Grant	Yes	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Southwest Florida Rail Corridor Preservation Plan				6/16/2015	8/3/2015		\$39,000				Comprehensive Plan language, GIS maps of the rail corridor,	
12	SWFRPC	Grant	Yes	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Clewsiton Main Street Revitalization Plan				6/16/2015	8/3/2015		\$25,000				Outreach materials, Public meetings, Develop comminity	
13	SWFRPC	Grant	Yes	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Community Planning Technical Assistance Grants- City of Fort Myers				6/15/2015			\$30,000		10/1/2015	5/31/2016	Educational Program Curriculum, Community Preference Analysis and Visual Preference Assessment, Report results	

#	Agency	Туре	Awarded	Funding Agency	Project Mgr.	Project Name	LOI Due Date	LOI Date Submitted	App Due Date	Date Submitted	Date Awarded/Denied	Date Contract Signed	Project Total	RPC Amt	Start Date	End Date	Deliverables	Total Match Amt-RPC
14	SWFRPC	Grant	Yes	DEM - FL Div. of Emergency Management	Tim Walker	Collier Hazard Analysis FY15-16						7/1/2015	\$9,693.00	\$9,693.00	8/16/2015	6/30/2016		
15	SWFRPC	Grant	Complete	EPA - US Environmental Protection Agency	Jim Beever	A Unified Conservation Easement Mapping and Database for the State of Florida			4/15/2013	4/8/2013	6/3/2013		\$294,496.00	\$148,996.00	10/1/2013	9/30/2015	GIS database with Conservation Easements	\$145,500.00
16	SWFRPC	Grant	Complete	EPA - US Environmental Protection Agency	Jim Beever	WQFAM							\$160,000.00	\$160,000.00	10/1/2011	9/30/2015	Extention 2014-2015	\$0.00
17	SWFRPC	Grant	Complete	EDA - US Economic Development Administration	Jennifer Pellechio	Advanced Manufacturing in West Central Florida An Ecosystem Analysis Supporting Regional Development				12/26/2013	9/3/2014		\$116,514.00	\$58,257.00			SWOT Analysis, Web Survey, REMI, Regional website, branding strategy, brochures	\$30,584.45
18	SWFRPC	Grant	Complete	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY14-15 HMEP Planning						2/4/2015	\$22,000.00	\$22,000.00	10/1/2014	9/30/2015	Major Planning Project; travel coordination for LEPC Chairman; LEPC program coordination and quarterly reports.	\$0.00
19	SWFRPC	Contrac t	Complete	NADO- National Association of Development Organizations	Jennifer Pellechio	CEDS Resiliency Section Technical Assistance												
20	SWFRPC	РО	Complete	TBRPC - Tampa Bay Regional Planning Council	Rebekah Harp	Tampa Bay RPC Graphics and Publications					10/21/2014	10/21/2014			10/21/2014	5/29/2015	As needed publication and graphic design, including FOR (Future of the Regions) award materials and annual report.	\$0.00
21	SWFRPC	PO	Complete	TBRPC - Tampa Bay Regional Planning Council	Rebekah Harp	2015 Disaster Planning Guide					1/28/2015		\$4,000.00	\$4,000.00	2/5/2015	3/1/2015	2015 Disaster Planning Guide for eight counties in English and Spanish.	
22	SWFRPC	Grant	Complete	DEM - FL Div. of Emergency Management	Tim Walker	Collier Hazard Analysis					12/5/2014		\$8,042.00	\$8,042.00	12/23/2014	6/15/2015	There are 4 deliverables stipulated with the contractual agreement.	\$0.00
23	SWFRPC	Grant	Complete	Visit Florida	Margaret Wuerstle	Our Creative Economy: Video - Southwest Florida Regional Strategy for Public Art			2/18/2014	2/18/2014	5/14/2014	7/17/14	\$10,000.00	\$5,000.00	7/1/2014	5/31/2015		\$5,000.00
24	SWFRPC	Grant	Complete	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Agriculture Tours to Promote Assets and Economic Development in the City of LaBelle			6/6/2014	5/7/2014	8/26/2014		\$25,000.00	\$20,000.00	12/1/2014	5/31/2015	City of LaBelle Agriculture Tour Plan	\$0.00

#	Agency	Туре	Awarded	Funding Agency	Project Mgr.	Project Name	LOI Due Date	LOI Date Submitted	App Due Date	Date Submitted	Date Awarded/Denied	Date Contract Signed	Project Total	RPC Amt	Start Date	End Date	Deliverables	Total Match Amt-RPC
25	SWFRPC	Grant	Complete	CTD - FL Commission for the Transportation Disadvantaged	Nichole Gwinnett	Glades-Hendry TD Planning Agreement FY2014-15					5/16/2014		\$38,573.00	\$38,573.00	7/1/2014	6/30/2015	Update of TDSP, CTC Evaluation, Staff Support, LCB Quarterly Meetings, Committee Meetings, Update By- Laws and Grievance Procedures.	\$0.00
26	SWFRPC	Contrac t	Complete	DEM - FL Div. of Emergency Management	Nichole Gwinnett	Title III (LEPC) FY14-15					7/1/2014	9/24/2014	\$42,000.00	\$42,000.00	7/1/2014	6/30/2015	LEPC Program Coordination; attendance during four (4) local quarterly meetings; attendance during four (4) state quarterly meetings; quarterly reports; quarterly news articles/updates; annual LEPC plan update; industry compliance support; housing of chemical data, meeting minutes; exercise coordination; publishing of public availability notice; etc .	
27	SWFRPC	Grant	Pending	USDA - US Dept. of Agriculture	Margaret Wuerstle	Farm to School			5/20/2015	5/20/2015								
28	SWFRPC	Grant	No	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Growing Markets for Small Farmers				6/17/2015				\$25,000			Identify needs of local farmers, identify sellers for the market, Prudce a map and marketing materials, Implement action plan	
29	SWFRPC	Grant	No	WalMart	C.J. Kammerer	GoodWheels			7/17/2015	7/16/2015	9/10/2015						Run transporation routes between Clewsiton and Belle Glade	\$50,000
30	SWFRPC	Grant	No	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	SWF "Know Your Zone" Public Education Campaign				6/17/2015	8/7/2015			\$30,000			Design a logo, Prepare education program and curriculum, introduce campaign and schedules, Create Diaster Planning Guide, Present to schools	

#	Agency	Туре	Awarded	Funding Agency	Project Mgr.	Project Name	LOI Due Date	LOI Date Submitted	App Due Date	Date Submitted	Date Awarded/Denied	Date Contract Signed	Project Total	RPC Amt	Start Date	End Date	Deliverables	Total Match Amt-RPC
31	SWFRPC	Grant	Νο	DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Strategic Opportunity Plan for Immokalee				5/26/2015	8/7/2015			\$25,000			Task 1: Demographics & Economic Study; Task 2: Community Vision & Stakeholder Engagement ; Task 3: Goal Development (with Steering Committee) ; Task 4: Implementation Guide and Strategic Action Plan (3 – 5 years)	
32	SWFRPC	Grant		DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Hendry County Regional Laborshed/Workforce Assessment				6/17/2015	8/7/2015			\$25,000			Hire consultant, Meeting with Hendry County, Draft Material for Hendry presentation, Final assessment and recommendations	
33	SWFRPC	Grant	No	EDA - US Economic Development Administration	Jennifer Pellechio	EDA- North Port			6/12/2015	6/12/2015	8/3/2015							
34	SWFRPC	Grant	No	NOAA - National Oceanic and Atmospheric Administration	Jim Beever	Measuring and Forecasting Future Ecosystem Services in the CHNEP Study Area	1/30/2015	1/30/2015	3/17/2015	3/17/2015			\$400,000.00				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 quanitification of the ecosystem services provided by each habitat type, etc.	
35	SWFRPC	Grant	No	Florida Humanities Council	Jennifer Pellechio	Public Art Field Guide and Map Viewer for Lee County	01/15/2015	01/15/2015	3/11/2015	3/5/2015	5/11/2015		\$15,000.00	\$15,000.00			TBD	\$0.00
36	SWFRPC	Grant	No	Artplace America	Margaret Wuerstle	ArtPlace - "OUR CREATIVE ECONOMY"			3/12/2015	3/11/2015			\$3,000,000	\$3,000,000			TBD	\$0.00
37	SWFRPC	Grant		EPA - US Environmental Protection Agency	John Gibbons	Environmental Workforce Development Job Training			2/3/2015	2/3/2015			\$200,000.00	\$200,000.00			OSHA 29 CFR 1910.120 40-Hour HAZWOPER and other training.	\$0.00

#	Agency	Туре	Awarded	Funding Agency	Project Mgr.	Project Name	LOI Due Date	LOI Date Submitted	App Due Date	Date Submitted	Date Awarded/Denied	Date Contract Signed	Project Total	RPC Amt	Start Date	End Date	Deliverables	Total Match Amt-RPC
38	SWFRPC	Grant	No	NEA - National Endowment for the Arts	Margaret Wuerstle	Our Creative Economy - A Regional Strategy for Southwest Florida's Public Art and Cultural Venues			1/15/2015	1/14/2015			\$400,000.00	\$200,000.00			Asset Mapping • A Regional Strategy for Enhancing Public Art: A SWOT • Southwest Florida's Public Art and Cultural Venues Field and Tour Guide	\$113,472.00
39	SWFRPC	Contrac t	No	NACo - National Association of Counties	Jennifer Pellechio	NACo County Prosperity Summit			10/3/2014	10/3/2014			\$0.00	\$0.00			Summit	\$0.00
40	SWFRPC	Grant	No	EPA - US Environmental Protection Agency		Southwest Florida Brownfields Coalition			12/19/2014	12/19/2014	5/27/2015		\$600,000.00	\$600,000.00				\$0.00
41	RC&DC	Grant	No	Southwest Florida Community Foundation	Nichole Gwinnett	SWFRPC & RC&DC Collaboration			9/30/2014	9/30/2014			\$25,000.00	\$25,000.00			Provide information to the non-profit community about collaborative models that have suceeded in our area and to share proven effective practices for non-profits working together.	\$0.00
42	SWFRPC	Grant	No	USDA - US Dept. of Agriculture	Dottie Cook	Southwest Florida Rural Promise Zone	10/17/2014	10/14/2014	11/21/2014	11/21/2014			Technical Assistance	Technical Assistance			Rural designation of a Promise Zone for Immokalee in Collier County, Glades County, and Hendry County	\$0.00
43	RC&DC	Grant	No	Dreyfus Foundation - The Max and Victoria Dreyfus Foundation		"Our Creative Economy - A Regional Strategy for Southwest Florida Public Art, Festivals and Cultural Venues"	11/10/2014	11/10/2014					\$20,000.00	\$20,000.00			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).	\$0.00

### \_Agenda Item

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# Consent Agenda

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#### **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.

## \_Agenda \_\_Item

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## Intergovernmental Coordination and Review

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#### **Project Review and Coordination Regional Clearinghouse 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.

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, <u>F.A.C.</u>) 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.

<u>Less Than Regionally Significant and Inconsistent</u> - Council does <u>not</u> 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.

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

<u>Regionally Significant and Inconsistent</u> - 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

## ICR Council - 2014

SWFRPC #	Name1	Name2	Location	Project Description	Funding Agent	Funding Amount	Council Comments
2015-16	Chiu Cheng	FDEP - Beaches, Inlets, and Ports	Collier County	CB&I Coastal Planning & Engineering, Inc Request for Additional Information No. 1 - FDEP # 0331817-001-JC, Collier County Beach Nourishment and Doctors Pass Maintenance Dredging.			No Comment
2015-25	Steve Small	Capital Resource Associates	Lee County	USDA - Business and Industry Loans - Bay Water Exclusive, Inc. and Bay Water Boat Rental, Inc. Loan for Boat Membership Club Business Expansion - Bonita Springs, Lee County.			No Comment

### **Review in Progress**

<i>SWFRPC</i> #	First Name	Last Name	Location	Project Description	Funding Agent	Funding Amount	Council Comments
2015-05			Lee County	Lee County Transit - Section 5311 Non-Urbanized Program Grant - Rural Operating Assistance for Lee County.	FTA	\$184,582.00	Review in Progress
2015-13			Sarasota County	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.			Review in Progress

## \_Agenda \_\_Item

9b

## Sarasota County DEO 15-6 ESR

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#### 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. <u>Location</u>--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. <u>Magnitude</u>--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. <u>Character</u>--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:

#### Factors of Regional Significance

<u>Proposed</u>				
<u>Amendment</u>	<u>Location</u>	<u>Magnitude</u>	<u>Character</u>	<u>Consistent</u>
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

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

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

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda

Collier County, Everglades City, Marco Island, Naples

Glades County, Moore Haven

Hendry County, Clewiston, LaBelle

Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel

Sarasota County, Longboat Key, North Port, Sarasota, Venice

#### **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 extrajurisdictional 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.

#### SARASOTA COUNTY COMPREHENSIVE PLAN AMENDMENT (DEO 15-6ESR)

#### **RECEIVED: SEPTEMBER 3, 2015**

#### **Summary of Proposed Amendment**

Comprehensive Plan Amendment DEO 15-6ESR relates to the Sarasota 2050 Resource Management Area (RMA) Policy component of the County Comprehensive Plan.

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 1<sup>st</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> and 3<sup>rd</sup> 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.



Southwest Florida Water Management District

Bartow Service Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Service Office 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only)

(352) 796-7211 or 1-800-423-1476 (FL only) WaterMatters.org

2379 Broad Street, Brooksville, Florida 34604868998

Tampa Service Office 7601 U.S. 301 North (Fort King Highway) Tampa, Florida 33637-6759 (813) 985-7481 or 1.800-836-0797 (FL only)

Michael A. Babb | September 2 Chair, Hillsborough |

Randall S. Maggard Vice Chair. Pasco

**Jeffrey M. Adams** Secretary, Pinellas **David W. Dunbar** Treasurer, Hillsborough, Pinellas

**Carlos Beruff** 

Former Chair, Manatee H. Paul Senft, Jr. Former Chair, Polk

**Ed Armstrong** Pinellas

Bryan K. Beswick DeSoto, Hardee, Highlands

> Thomas E. Bronson Hernando, Marion Wendy Griffin

Hillsborough George W. Mann

Polk Michael A. Moran

Charlotte, Sarasota **Vacant** Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E. Executive Director 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 <u>melissa.dickens@watermatters.org</u>.

Sincerely,

Molubach

Melissa Dickens, AICP Staff Planner

cc: Ray Eubanks, DEO Margaret Wuerstle, SWFRPC Suzanne Ray, FDEP Tara Poulton, SWFWMD

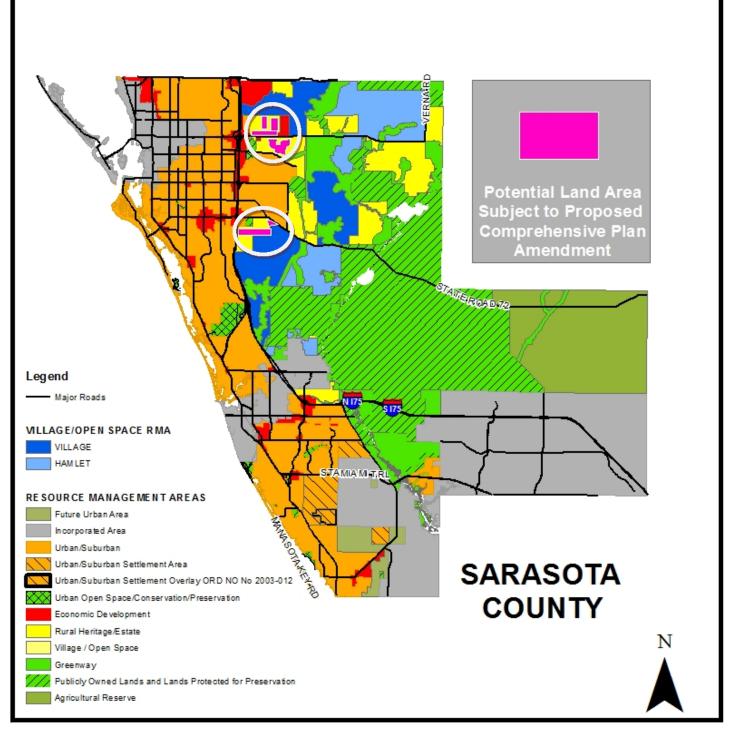
## MAPS

Sarasota County

DEO 15-6ESR

**Growth Management Plan** 

**Comprehensive Plan Amendment** 



COUNTY COMMISSION PUBLIC HEARING INFORMATION PACKET COMPREHENSIVE PLAN AMENDMENT No. 2014-D 2050 Resource Management Area (RMA) Policies Rural Heritage/Estate (RHE) RHE1.2 Incentives for Resource Preservation Transfer of Development Rights (TDR) TDR2.2 Zoning Ordinance/Land Development Regulations August 25, 2015

## \_\_\_\_Agenda \_\_\_\_Item

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## Charlotte County DEO 15-6 ESR

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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. <u>Location</u>--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. <u>Magnitude</u>--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. <u>Character</u>--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:

Factors of Regional Significance

Proposed Amendment	<b>Location</b>	<u>Magnitude</u>	<u>Character</u>	<u>Consistent</u>
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.

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

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

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda

Collier County, Everglades City, Marco Island, Naples

Glades County, Moore Haven

Hendry County, Clewiston, LaBelle

Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel

Sarasota County, Longboat Key, North Port, Sarasota, Venice

#### **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:

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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 extrajurisdictional 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

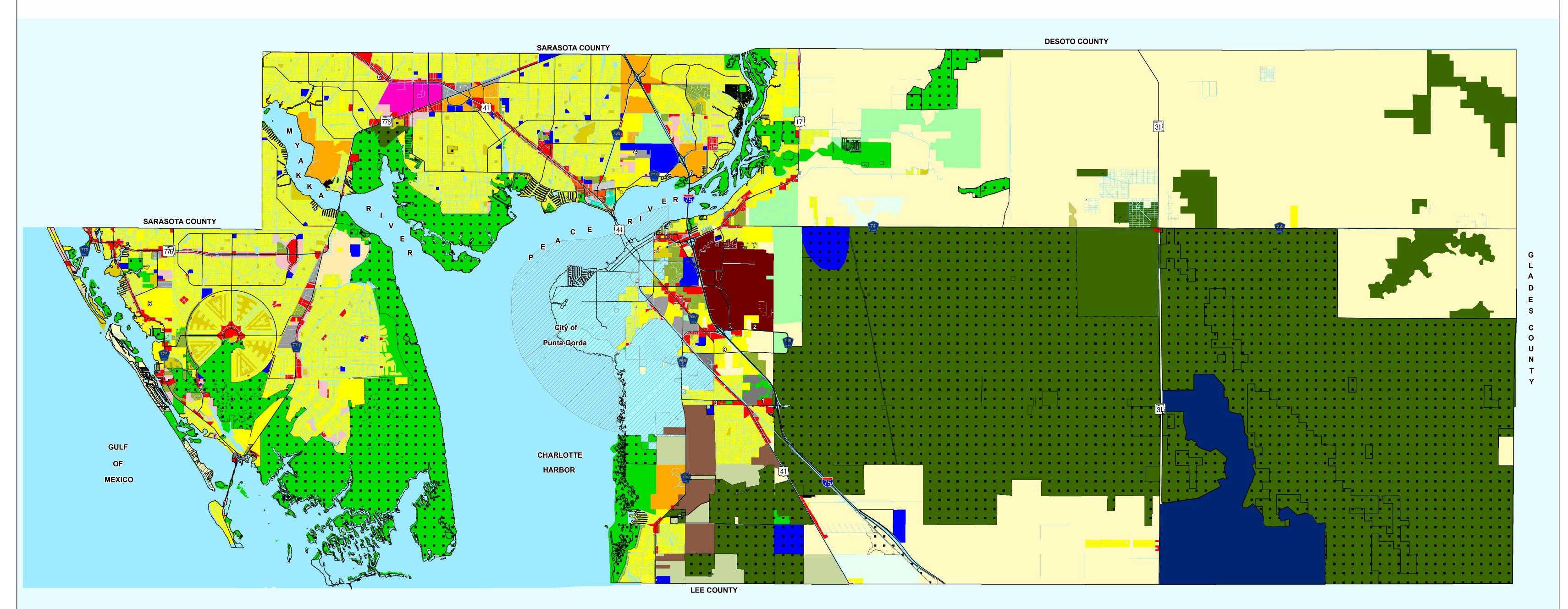
**Growth Management Plan** 

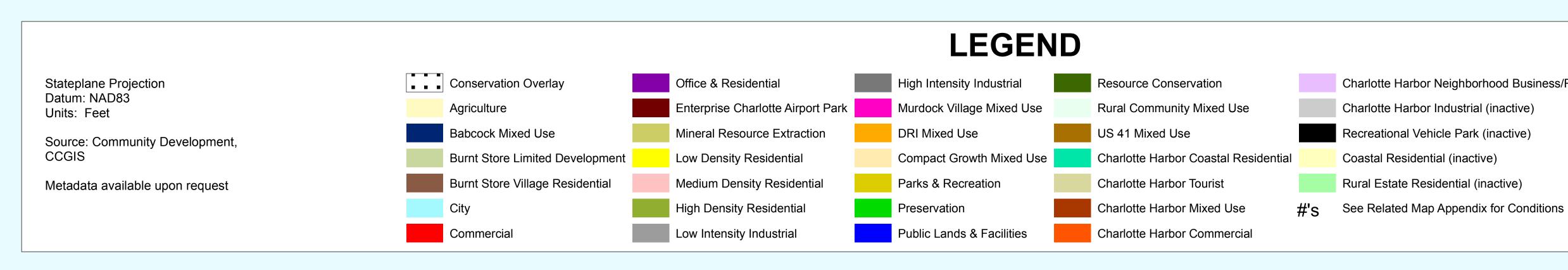
**Comprehensive Plan Amendment** 



## **CHARLOTTE COUNTY Future Land Use**







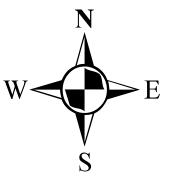
This map is a representation of compiled public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guaranties, implied or otherwise, to the accuracy, or completeness. We therefore do not accept any responsibilities as to its use. This is not a survey or is it to be used for design. Reflected Dimensions are for Informational purposes only and may have been rounded to the nearest tenth. For precise dimensions, please refer to recorded plats and related documents.

## **Charlotte County Government**

"To exceed expectations in the delivery of public services.

www.CharlotteCountyFL.gov

Charlotte Harbor Neighborhood Business/Residential



(NOT TO SCALE)

© Copyright 2015 Port Charlotte, FL by Charlotte County Updated: 2/10/2015 9:18:08 AM by: JMacDonald M:\Departments\LIS\Projects\LIS\_Database\_Updating\FLUM\CC\_Future\_Land\_Use.mxd

## \_Agenda \_\_Item

9d

## City of Cape Coral DEO 15-1 ESR

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9d

1926 Victoria Avenue | Fort Myers, FL 33901



P: 239.338.2550 | F: 239.338.2560 | www.swfrpc.org

#### 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. <u>Location</u>--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. <u>Magnitude</u>--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. <u>Character</u>--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:

Factors of Regional Significance

<u>Proposed</u>				
<u>Amendment</u>	Location	<u>Magnitude</u>	<u>Character</u>	<u>Consistent</u>
DEO 15-1ESR	No	No	No	<ul><li>(1) Not Regionally Significant</li><li>(2) Consistent with SRPP</li></ul>

**RECOMMENDED ACTION:** 

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

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

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

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda

Collier County, Everglades City, Marco Island, Naples

Glades County, Moore Haven

Hendry County, Clewiston, LaBelle

Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel

Sarasota County, Longboat Key, North Port, Sarasota, Venice

#### **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 extrajurisdictional 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.

#### CITY OF CAPE CORAL COMPREHENSIVE PLAN AMENDMENT (DEO 15-1ESR)

#### **RECEIVED: SEPTEMBER 10, 2015**

#### **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 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.



Florida Department of Transportation

RICK SCOTT GOVERNOR 10041 Daniels Parkway Fort Myers, FL 33913 JIM BOXOLD SECRETARY

September 24, 2015

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.

Mr. Wyatt Daltry City of Cape Coral 15-1ESR Proposed CPA – FDOT Comments and Recommendations September 24, 2015 Page 2 of 2

- 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

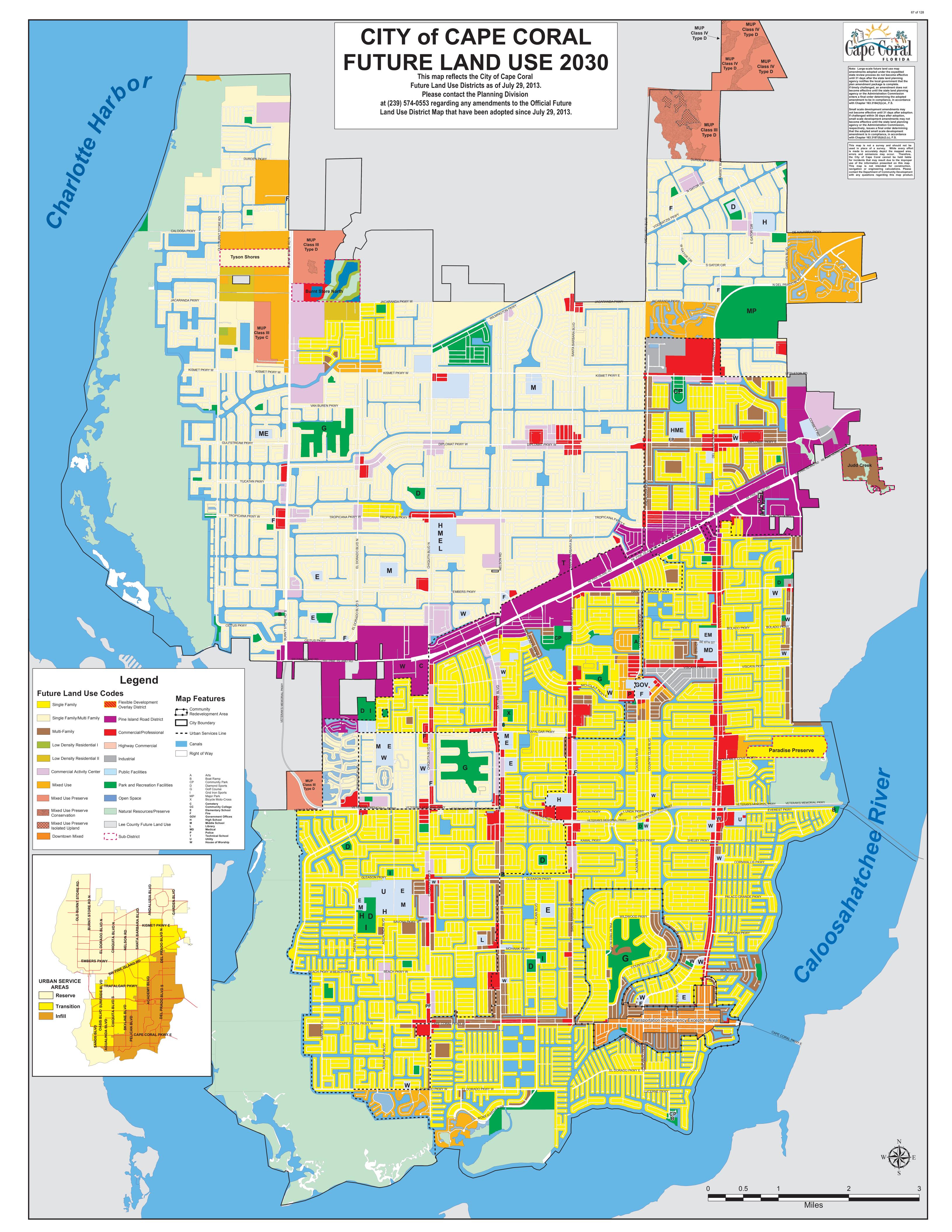
## MAPS

**City of Cape Coral** 

DEO 15-1ESR

**Growth Management Plan** 

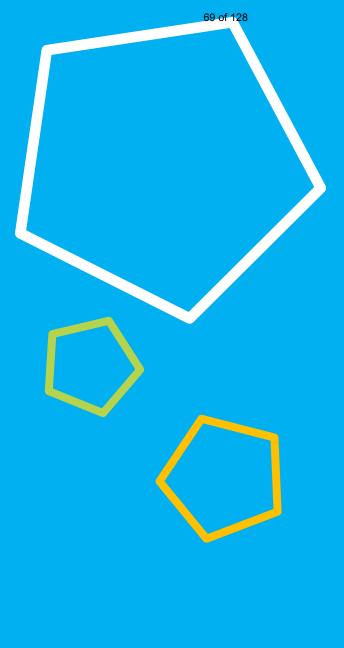
**Comprehensive Plan Amendment** 



# Agenda Item 10 10 **Regional Impact** 10 10

# GROWTH MANAGEMENT PROGRAM





70 of 128

# GROWTH MANAGEMENT PLANNING

Funding for the reviews that Council will see today was funded through local jurisdiction dues and Applicant Fees.

## COMP PLAN AMENDMENTS



#### 72 of 128

# Sarasota County DEO 15-6 ESR

## Rural Heritage / Estate RMA

### **Description:**

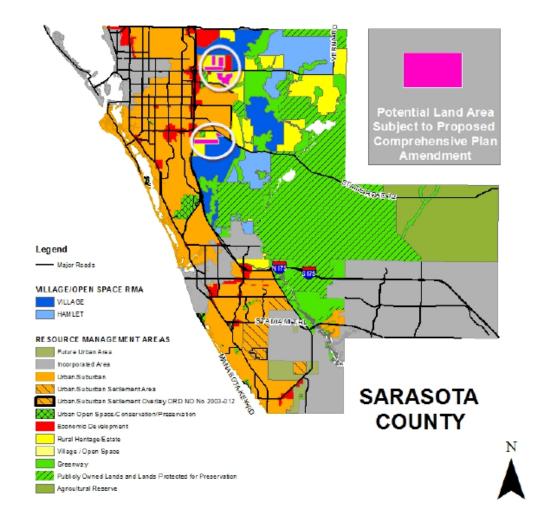
Sarasota 15-6 is a privately initiated amendment to policies related to Conservation Subdivisions within the Rural Heritage/Estate (RHE) RMA. The amendment has been proposed to implement a residential density increase incentive identified by existing Policy RHE1.2, which calls for allowing the Transfer 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.



### Sarasota County DEO 15-6 ESR



### Charlotte County DEO 15-6 ESR

### Charlotte 2050 Plan

### **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.

**Charlotte County Government** CHARLOTTE COUNTY www.CharlotteCountyFL.go **Future Land Use** DESOTO COUNTY ARASOTA COUNTY CHARLOTTE HARBOR MEXICO LEGEND Stateplane Proje Datum: NAD83 Conservation Overlay fice & Residential High Intensity Industrial Resource Conservation Charlotte Harbor Neighborhood Business/Residentia Interprise Charlotte Airport Park Murdock Village Mixed Use Rural Community Mixed Use Charlotte Harbor Industrial (inactive) Units: Feet Agriculture bcock Mixed Use Mineral Resource Extractio DRI Mixed Use US 41 Mixed Use Recreational Vehicle Park (Inactive) Source: Community Development. CCGIS Burnt Store Limited Developme Compact Growth Mixed Use Charlotte Harbor Coastal Resid Coastal Residential (inactive) Low Density Residential (NOT TO SCALE) Metadata available upon request Medium Density Residential Parks & Recreation Charlotte Harbor Tourist Rural Estate Residential (inactive) Sumt Store Village Residential High Density Residential Charlotte Harbor Mixed Use See Related Map Appendix for Conditions Preservation City #'e Low Intensity Industrial Public Lands & Facilities Chariotte Harbor Commercia Copyright 2015 Port Charlotta, FL by Char Updated 2/10/2015 9:18:08 AM by: WLIS Database JUpdating/FLUMICO\_Future Ja

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### **Charlotte County DEO 15-6 ESR**

# City of Cape Coral DEO 15-1 ESR

### **Comprehensive Plan Text Update**

### **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.

# City of Cape Coral DEO 15-1 ESR

### **Comprehensive Plan Text Update**

### **Description (cont):**

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

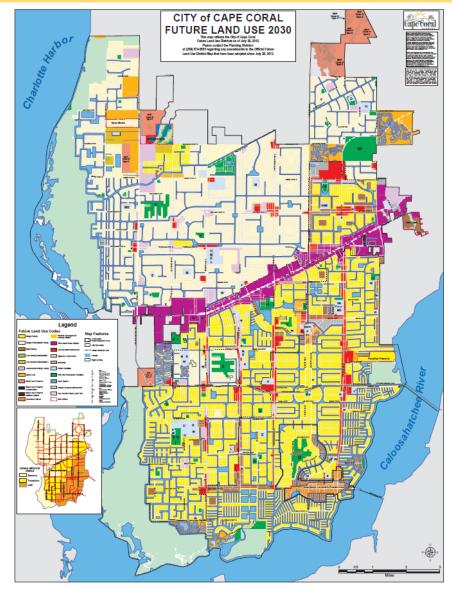
4. Transportation Element: Updates the element to reflect the current status of transportation projects and provides revised dates for various plans and target dates.

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.

### **City of Cape Coral DEO 15-1 ESR**

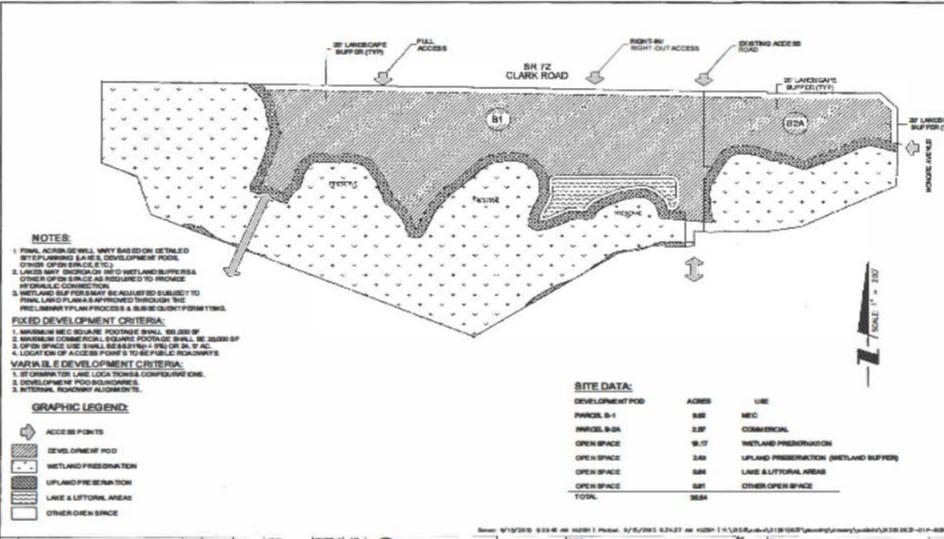


### Palmer Ranch Increment XII NOPC

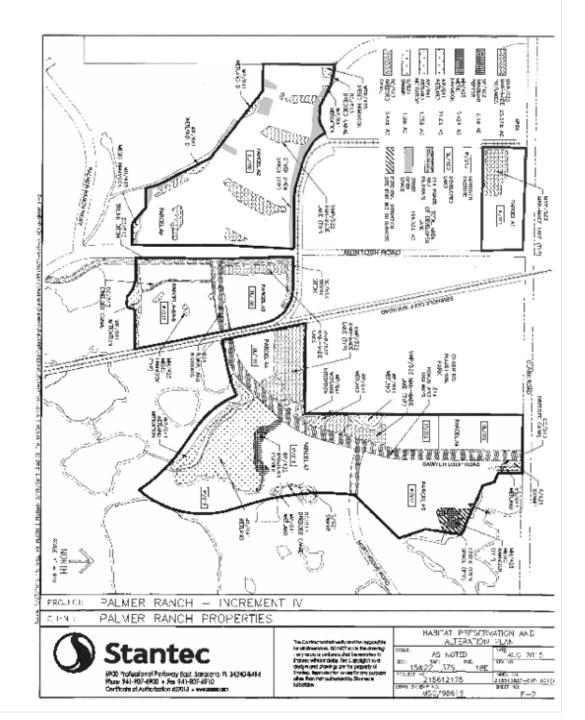


### PALMER RANCH INCREMENT XII NOTICE OF<sup>128</sup> PROPOSED CHANGE IN SARASOTA COUNTY

- 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.



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### Palmer Ranch Increment XII NOPC

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#### PALMER RANCH INCREMENT XII NOTICE OF PROPOSED CHANGE IN SARASOTA COUNTY

#### 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  $\pm$  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, s torm 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, 20107.

#### 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.

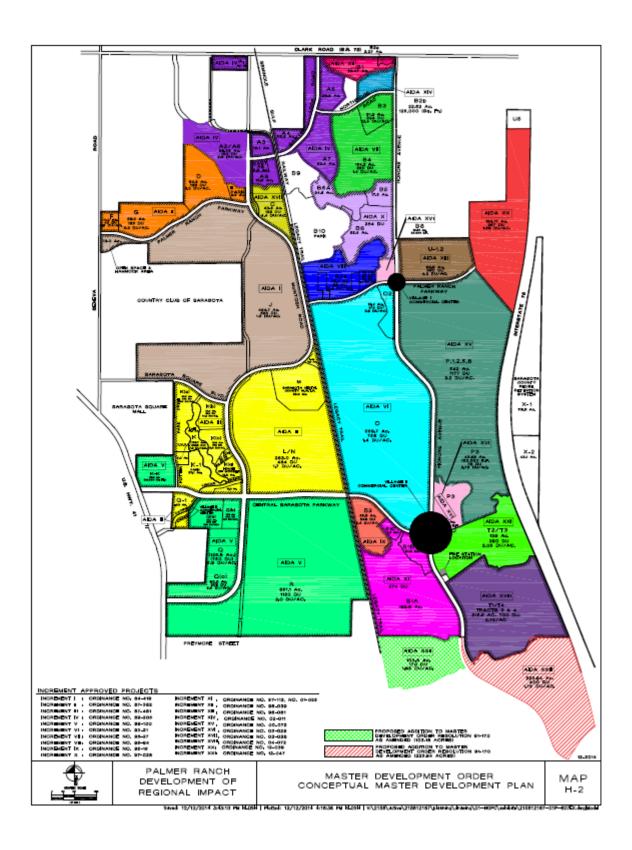
#### STAFF CONCLUSIONS

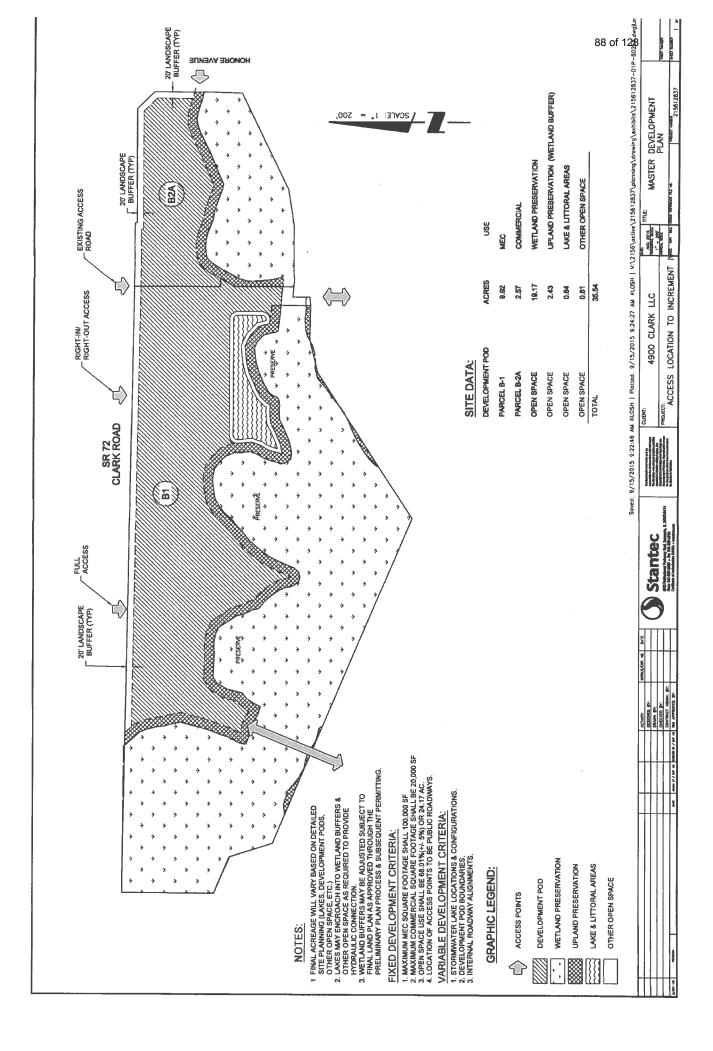
The SWFRPC role in coordinating the DRI review process for this NOPC is to determine under the authority of Chapter 380.06(19)(a) F.S. if "any proposed change to a previously approved development creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency". Furthermore, Chapter 380.06(19)(e)3 states "except for the change authorized by subsubparagraph 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".

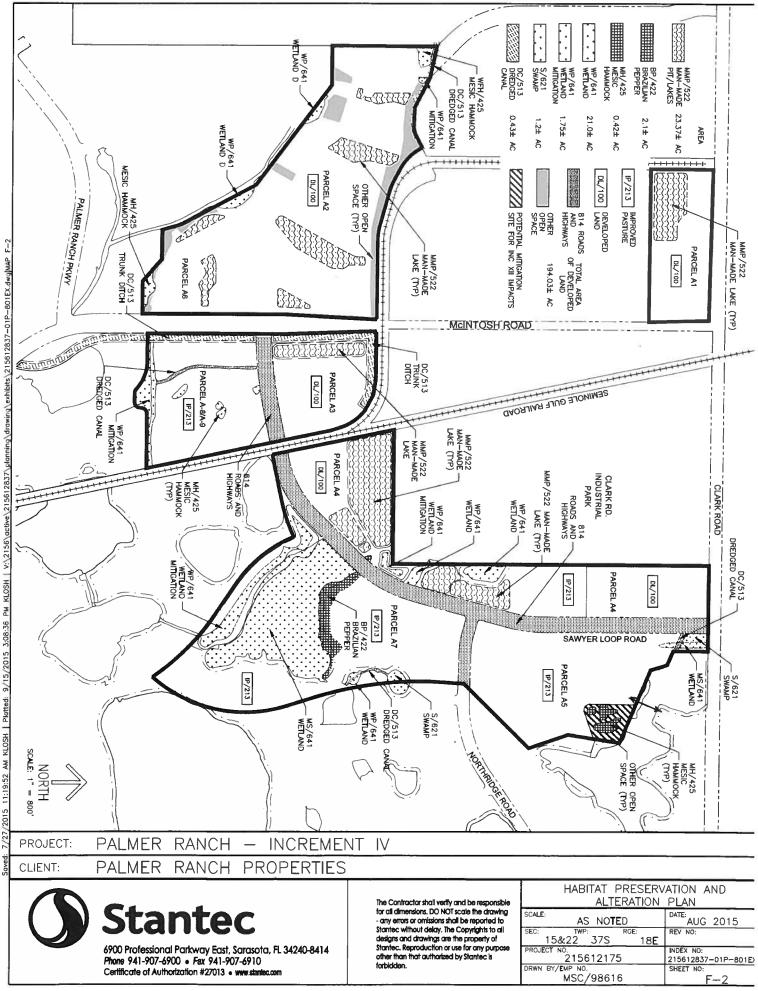
It is staff recommendation that proposed changes are not a substantial deviation and that no additional regional impacts will occur not previously reviewed by the SWFRPC and as such do not object to any of the changes.

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 no c reate 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.







### SWFRPC Committee Reports

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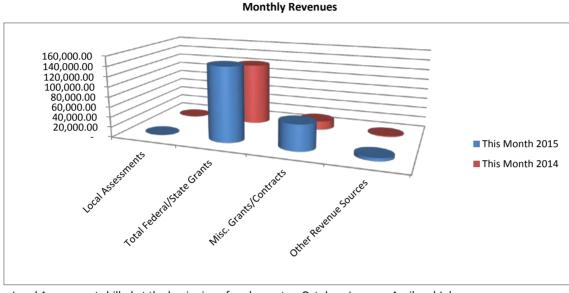
### Budget & Finance Committee

# 11a

#### 2014 - 2015 Workplan & Budget Financial Snapshot Sep-15

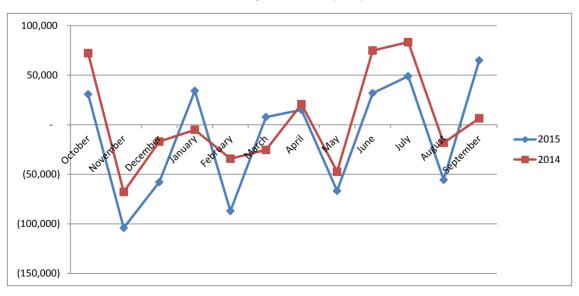
#### Revenues

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



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 quarterly: MARC Solar Ready Misc. Grants/Contracts billed by deliverable: SQG, Interagency PO'S Other(DRI) billed /recorded monthly as cost reimbursement





YTD: Net Income \$(138,733) Unaudited

#### DRAFT - These financials are pending YE adjustments

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

DRAF	 Current Month	Year to Date A		FY 2014-2015 oproved Budget B	(	FY 2014-2015 August 2015) nended Budget	% Of Budget year to Date	R	Budget emaining
		REVE	NU	IES					
		LOCAL ASS	SESS	<b>MENTS</b>					
CHARLOTTE COUNTY	\$ -	\$ 49,104	\$	49,104	\$	49,104	100.00%	\$	0
COLLIER COUNTY	-	100,100		100,100		100,100	100.00%		0
GLADES COUNTY	-	3,797		3,797		3,797	100.01%		(0)
HENDY COUNTY	-	11,342		11,342		11,342	100.00%		(0)
LEE COUNTY	-	155,471		155,480		155,480	99.99%		9
SARASOTA COUNTY	-	115,588		115,588		115,588	100.00%		0
CITY OF FORT MYERS	-	20,069		20,124		20,124	99.73%		55
TOWN OF FORT MYERS BEACH INC	-	1,897		1,897		1,897	100.00%		0
BONITA SPRINGS	-	13,569		13,569		13,569	100.00%		0
CITY OF SANIBEL	 -	1,943		1,940		1,940	100.15%		(3)
TOTAL LOCAL ASSESSMENTS	\$ -	\$ 472,879	\$	472,941	\$	472,941	99.99%	\$	62
		FEDERAL / ST							
EPA FAMWQ		\$ 18,833	\$	36,000	\$	-	100.00%	\$	0
EPA-CONSERVATION	42,435	123,504		95,944		126,916	97.31%		3,412
DEM-LEPC -14/15		29,861		40,909		29,860	100.00%		(1)
DEM - LEPC 15/16	12,000	12,000		-		12,000	100.00%		-
DEM-HMEP 14/15	17,573	22,000		58,370		22,000	100.00%		(0)
Economic Development Planning	15,750	61,986		63,000		63,000	98.39%		1,014
EDA TECHNICAL ASSISTANCE	30,787	58,257		-		58,256	100.00%		(1)
MARC - SOLAR READY	4,500	20,414		45,000		20,414	100.00%		0
MARC - SOLAR READY (Training)	-	1,000		-		1,000	100.00%		-
TD GLADES 14/15	-	27,496		38,573		27,496	100.00%		0
TD GLADES 15/16	8,872	8,872		-		11,077	80.09%		2,205
DEM - Collier Hazards	-	8,042		-		8,042	100.00%		-
CITY OF LABELLE FARM TOUR	-	20,000		-		20,000	100.00%		-
EDA - FRCA: NCFRPC - Scott Koons	15,000	15,000		-		15,000	100.00%		-
CHNEP MANATEE	-	(5,000)		-		(5,000)	100.00%		-
TOTAL FEDERAL / STATE GRANTS	\$ 146,916	\$ 422,264	\$	377,796	\$	428,894	98.45%	\$	6,630

#### DRAFT - These financials are pending YE adjustments

	MIS	RANTS / CONT	RAC	TS/CONTRACTU	AL				
GLADES SQG	\$ -	\$ 3,900	\$	3,900	\$	3,900	100.00%	\$	-
VISIT FLORIDA- Video	-	4,647		5,000		5,000	92.94%		353
NEFRC PO # 943	-	8,256		7,000		8,256	100.00%		0
NEFRC SRESP PO #1001	6,750	8,000		-		8,000	100.00%		-
City of Bonita Springs - Spring Creek	-	20,000		20,000		20,000	100.00%		-
North Port EDA Grant Writing	-	5,000		-		5,000	100.00%		-
IT EVENT 2014	-	6,108		-		6,108	100.00%		(0)
IT EVENT 2015	30,584	30,584		-		1,000	3058.40%		(29,584)
Hendry County REMI	-	750		-		750	100.00%		-
Brownfields Event	-	2,250				2,250	100.00%		-
ABM SPONSORSHIPS	-	5,000		2,500		5,000	100.00%		-
CHNEP Audit	-	20,000		-		20,000	100.00%		-
INTEREST INCOME	-	1,114		1,500		1,500	74.27%		386
MISC. INCOME	-	18		3,500		18	101.11%		(0)
City of Punta Gorda - Mangrove Loss	12,125	28,750		50,000		27,250	105.50%		(1,500)
TBRPC-GRAPHICS	-	4,849		-		4,849	100.00%		0
VISIT FLORIDA - MARKETING	-					1,000	0.00%		1,000
Goodwheels Tech Assistance	2,000	2,000							
TBRPC -Disaster Guide (graphics)	-	4,000				4,000	100.00%		-
TOTAL MISC. GRANTS/CONTRACTS	\$ 51,459	\$ 155,226	\$	93,400	\$	123,881	125.30%	\$	(29,345)
		DRIS/NOPCS/	'MON	NITORING					
DRI MONITORING FEES	\$ 500	\$ 4,500	\$	4,000	\$	3,000	150.00%	\$	(1,500)
DRIS/NOPCS INCOME	5,254	84,856		56,000		71,510	118.66%		(13,346)
TOTAL	\$ 5,754	\$ 89,356	\$	60,000	\$	74,510	119.92%	\$	(14,846)
		OTHER REVE	NUE	SOURCES					
RENTAL SPACE-SENATOR	\$ -	\$ 1,250	\$	15,000	\$	1,250	100.00%	\$	-
Fund A Investment Income	28	1,289	-	-	•	291	442.96%	•	(998)
TOTAL OTHER REVENUE SOURCES	\$ 28	\$ 2,539	\$	15,000	\$	1,541	164.76%	\$	(998)
Fund Balance	\$ -	\$ -	\$	708,484	\$	748,895			
TOTAL REVENUES	\$ 204,157	\$ 1,142,263	\$	1,667,621	\$	1,850,662		\$	(38,496)

#### DRAFT - These financials are pending YE adjustments

				EXPE	NS	ES			
				PERSONNE	LEX	PENSES			
SALARIES EXPENSE	\$	44,874	\$	599,052	\$	729,525	\$ 592,934	101%	(6,118)
FICA EXPENSE		3,361		45,697		55,809	45,359	101%	(338)
RETIREMENT EXPENSE		3,595		56,423		58,766	56,166	100%	(257)
HEALTH INSURANCE EXPENSE		5,682		99,175		128,579	100,884	98%	1,709
WORKERS COMP. EXPENSE		, 107		3,422		2,329	4,413	78%	991
UNEMPLOYMENT COMP. EXPENSE		-		(92)		, -	-	N/A	92
TOTAL PERSONNEL EXPENSES	\$	57,619	\$	803,677	\$	975,008	\$ 799,756	100%	(3,921)
				OPERATION	AL E				
CONSULTANTS	\$	6,664	\$	57,012	\$	14,500	\$ 46,850	122%	(10,162)
GRANT/CONSULTING EXPENSE		37,140		63,533		54,396	54,396	117%	(9,137)
AUDIT SERVICES EXPENSE		-		36,820		40,000	34,620	106%	(2,200)
TRAVEL EXPENSE		225		27,981		25,170	24,670	113%	(3,311)
TELEPHONE EXPENSE		539		5,749		5,100	5,100	113%	(649)
POSTAGE / SHIPPING EXPENSE		44		3,173		2,787	4,287	74%	1,114
EQUIPMENT RENTAL EXPENSE		957		7,964		7,015	7,015	114%	(949)
INSURANCE EXPENSE		583		22,970		22,500	22,500	102%	(470)
REPAIR/MAINT. EXPENSE		46		10,311		15,000	10,000	103%	(311)
PRINTING/REPRODUCTION EXPENSE		644		6,430		2,190	6,190	104%	(240)
UTILITIES (ELEC, WATER, GAR)		1,901		20,889		23,200	20,700	101%	(189)
ADVERTISING/LEGAL NOTICES EXP		265		7,766		2,454	2,454	316%	(5,312)
OTHER MISC. EXPENSE		130		2,626		4,500	3,000	88%	374
BANK SERVICE CHARGES		352		3,455		2,700	2,700	128%	(755)
OFFICE SUPPLIES EXPENSE		-		4,494		5,175	3.175	142%	(1,319)
COMPUTER RELATED EXPENSE		3,081		27,308		27,070	24,070	113%	(3,238)
DUES AND MEMBERSHIP		<i>,</i> –		10,182		29,700	14,700	69%	4,518
PUBLICATION EXPENSE		-		211		250	461	46%	250
PROF. DEVELOP.		-		3,885		10,256	4,256	91%	371
MEETINGS/EVENTS EXPENSE		18,462		26,810		3,453	8,616	311%	(18,194)
CAPITAL OUTLAY EXPENSE				_0)0_0		7,500	-	N/A	(10)10 1)
CAPITAL OUTLAY - BUILDING		-				35,150	-	N/A	0
LONG TERM DEBT		10,646		127,751		128,000	128,000	100%	249
UNCOLLECTABLE RECEIVABLES				,				N/A	
FUND BALANCE					Ś	708,484	\$ 748.895	0%	
OPERATIONAL EXP.	\$	81,679	\$	477,319	\$	1,176,550	\$ 1,176,655	41%	(49,559)
ALLOCATION FOR FRINGE/	/INDIRF	CT (CAPTI	JRFD	BY GRANTS)	Ś	(423,937)			
······································		•		ZED RESERVE	•	(120,0007)	\$ (125,749)		
TOTAL OPERATIONAL EXP.					\$	752,613	\$ 1,050,906		
TOTAL CASH OUTLAY	\$	139,298	\$	1,280,996	\$	1,727,621	\$ 1,850,662		
NET INCOME (LOSS)	\$	64,860	\$	(138,733)	•		Unreco	vered deficit \$	14,984
				· · · ·				YTD Net Loss	(138,733)
								dgeted Deficit \$	(123,749)
									(123,743)

#### SWFRPC Detail of Reserve As of September 30, 2015

#### Cash and Cash Equivalents:

Petty Cash Bank of America Operating Funds	\$ 200 47,549
Total Cash and Cash Equivalents	\$ 47,749
Investments:	
Iberia Bank MM Local government Surplus Trust Fund Investment Pool (Fund A) Local government Surplus Trust Fund (Fund B)	\$ 318,840 135,566 -
Total Investments	\$ 454,406
Total Reserves	\$ 502,155

#### SWFRPC Balance Sheet September 30, 2015

#### 97 of 128

#### ASSETS

\$	47,549.22 318,840.17 135,565.51 200.00 160,079.27		
			662,234.17
_	2,014,488.05 (576,325.59)		
			1,438,162.46
	45,619.07 2,881.29 61,797.00 879,263.44		
			989,560.80
		\$	3,089,957.43
	\$	318,840.17 135,565.51 200.00 160,079.27 2,014,488.05 (576,325.59) 45,619.07 2,881.29 61,797.00	318,840.17 135,565.51 200.00 160,079.27 2,014,488.05 (576,325.59) 45,619.07 2,881.29 61,797.00 879,263.44

#### LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$ 9,890.53	
Deferred EDA Manufact 3415	1,657.86	
Deferred Palmer XXIV 4097	31,578.98	
Deferred NorthPoint NOPC 5328	(171.10)	
Deferred Pelican Marsh 5329	463.85	
Deferred Palmer Ranch MDO_NOPC	2,000.00	
Deferred Palmer Ranch IV 8-9	2,500.00	
FICA Taxes Payable	1,516.39	
Federal W/H Tax Payable	(1,222.35)	
United way Payable	435.00	
FSA Payable	(32.63)	
LEPC Contingency Fund	 305.25	
Total Current Liabilities		48,921.78
Long-Term Liabilities		
Accrued Annual Leave	45,619.07	
Long Term Debt - OPEB	61,797.00	
Long Term Debt - Bank of Am.	 879,263.44	
Total Long-Term Liabilities		986,679.51
Total Liabilities		1,035,601.29
Capital		
Fund Balance-Unassigned	240,926.27	
Fund Balance-Assigned	514,000.00	
FB-Non-Spendable/Fixed Assets	1,438,162.46	
Net Income	(138,732.59)	
	 ,	
Tatal Carrital		205425614

Total Capital

2,054,356.14

Total Liabilities & Capital

11b

# 11b

### Economic Development Committee

11b

11c

# 11c

### Energy & Climate Committee

# 11c

# 11d

# 11d

### Estero Bay Agency on Bay Management Committee

11d

11e

# 11e

### **Executive Committee**

# 11e

11f

# 11f

### Legislative Affairs Committee

# 11f

11g

# 11g

### Quality of Life & Safety Committee

11g

11h

# 11h

### Regional Transportation Committee

11h

# 11i

# 11i

# Interlocal Agreement/Future of the SWFRPC Committee

# 11i

12

12

### New Business

12

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.

### Rules Relating to Endangered or Threatened Species, Ch. 68A-27

#### 68A-27.001 Definitions

(4) Take – to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in such conduct.

The term "harm" in the definition of take means an act which actually kills or injures fish or wildlife. Such act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential

behavioral patterns, including breeding, feeding or sheltering.

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.

# Draft Imperiled Species Management Plan

- Introduction
- Law and Policy
- SAP Summaries
- Integrated Conservation Strategies
- Implementation
   Impacts Assessment



Photo by Ron Bielefeld

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 by the numbers

- Currently 57 species included in the ISMP
- 14 species will remain state Threatened
- 23 will be changing from Species of Special concern to state Threatened
- 5 will remain Species of Special Concern
- 15 will be delisted
- 19 species are candidates for federal listing

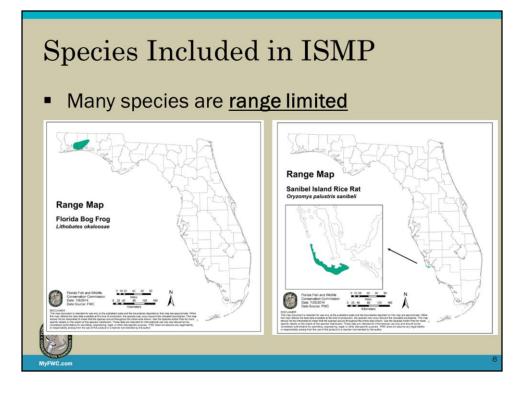
Species like the Florida Sandhill Crane, Southeastern American Kestrel, Whitecrowned Pigeon, Key Ringneck Snake will remain Threatened.

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.

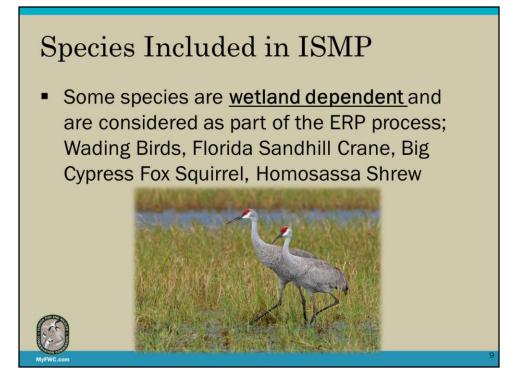
Species like the Florida Mouse, Brown Pelican, Limpkin, Suwanee Cooter, Pine Barrens tree frog, and Lake Eustis Pupfish will all be coming off the list.

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



See wetland dependent species list in ERP handbook.

## Species Included in ISMP

 Some species are found <u>only in rivers</u>, <u>streams</u>, <u>and lakes</u>: Barbour's Map Turtle, Alligator Snapping Turtle, Blackmouth Shiner, Saltmarsh top minnow, Lake Eustis Pupfish





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



#### Wading birds and species like the Florida Sandhill Crane



Upland Species like Florida Burrowing Owl and Florida Pine Snake



#### 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.

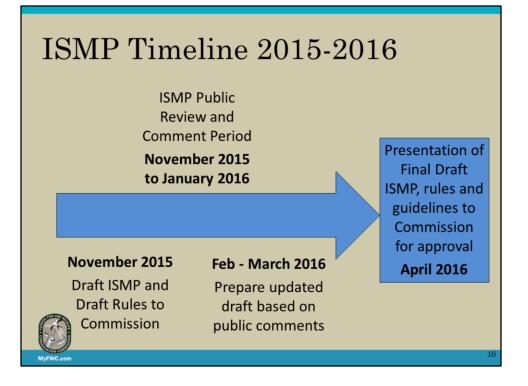
Depending on the listing status the guidelines will be tailored to provide information relevant to the species, required habitats, and related protections, if they apply. Because the species are quite different, including those cryptic species that are very difficult to find, we openly acknowledge as 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.

# **Draft Species Guidelines**

- Released Florida Sandhill Crane and Sherman's Fox Squirrel
- White-crowned Pigeon, Keys Reptiles under development
- Everglades Mink and Barbour's Map Turtle under development



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

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Draft ISMP available at: <u>http://myfwc.com/wildlifehabitats/imperiled/</u>

or by emailing <u>Imperiled@myfwc.com</u> or <u>Claire.Sunquist@myfwc.com</u>



