

**Lee County Board Of County Commissioners
Agenda Item Summary**

DATE CRITICAL
Blue Sheet No. 20031042

1. REQUESTED MOTION:

ACTION REQUESTED: Amend the Captiva Community Planning Agreement

WHY ACTION IS NECESSARY: To allow payment for work on additional Lee Plan amendments for Captiva in lieu of Land Development Code revisions.

WHAT ACTION ACCOMPLISHES: Authorizes the use of \$10,000 currently budgeted for Land Development Code revisions to be used for work on additional Lee Plan amendments for Captiva.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 1

A4A

3. MEETING DATE:

09-23-2003

4. AGENDA:

CONSENT

- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE

- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Community Development
 - C. DIVISION Planning
- BY: Paul O'Connor

Mary Gibbs

7. BACKGROUND: The Board executed a community planning agreement with the Captiva Property Owners Association on January 8, 2002 for \$25,000.00 of Community Planning funds. That agreement stipulated that \$15,000 of those funds would be allocated for the Captiva Community Plan and \$10,000 would be allocated for Land Development Code revisions. The \$15,000 allocated for the Community Plan has been paid and the resulting amendments from the Community Planning process were adopted by the Board on January 9, 2003.

The Captiva Property Owners Association has requested that the Board of County Commissioners amend the January 8, 2002 agreement to authorize payment of the remaining \$10,000 currently set aside for Land Development Code revisions to be used to pay for further planning activities associated with writing additional Lee Plan amendments.

Attachments: Amended Community Planning Agreement
Correspondence from the applicant

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>Mary Gibbs</i>				<i>JMC 9/10/03</i>	<i>Approved 9/11/03</i> <i>JOM 9/11/03</i> <i>Risk 9/11/03</i> <i>GC 9/11/03</i>	<i>WBA 9/11/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Coletty
Date: *9/11/03*
Time: *11:45 AM*
Forwarded To:
ADMIN 9/10/03 11:15 AM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
9/11/03
COUNTY ADMIN
FORWARDED TO: *[Signature]*
9-11-03
9:45 PM



CAPTIVA ISLAND PROPERTY OWNERS ASSOCIATION, INC.
P.O. Box 72 Captiva, FL, 33924

LEE COUNTY
RECEIVED

03 SEP -2 PM 1:03

COMM. DEV/
PUB. WRKS. CNTR.
SECOND FLOOR

Aug. 29, 2003

Jim Mudd
Division of Planning
Lee County Department of Community Development
1500 Monroe Street
Fort Myers, FL 33901

Dear Jim:

Some background concerning the CPOA's request to revise the progress payment schedule in the community planning agreement with Lee County:

Background:

On Oct. 31, 2000, the Board of County Commissioners (BOCC) approved \$5,000 in seed money to the Captiva Island Property Owners Association (CPOA), to offset the costs for the preparation of the Captiva Island Community Plan. The CPOA contracted with Morris-Depew, Inc. to assist in the preparation of a Captiva community plan. The first phase of the Captiva Island Community Plan was submitted by the CPOA to the Division of Planning on Sept. 27, 2001. The submittal was accompanied by a request for \$25,000 of county funds to partially finance the planning process under the requirements of Administrative Code 13-3 adopted in June 26, 2001.

On Jan. 8, 2002, the BOCC entered into a Community Planning Agreement with the CPOA, committing \$25,000 to fund the community planning effort under a progress payment schedule, with one phase tied to the already submitted plan and the second phase tied to completion of the plan's implementation. Based on this agreement, \$15,000 was disbursed to the CPOA for the first phase.

Subsequent to this and based on actions taken by the BOCC in transmittal of the Captiva Community Plan, the Captiva Community Panel (CCP) formed under this agreement decided to delay the implementation phase of the first plan and instead draft new policies to be included in another text amendment, to be submitted in September 2003. This was intended to address planning issues deleted by the BOCC from the first submission, in a way that the BOCC and other reviewing agencies would find acceptable and which would reflect documented community desires on these issues.

*Backup for Blue Sheet #
2003 1042*

The CCP opted not to utilize an outside planner for this second amendment, instead having it prepared by CPOA staff (Gooderham & Associates Inc.) in conjunction with Lee County planning staff. Five additional policies will be reviewed by the appropriate agencies and considered at public hearings while the CCP moves into the implementation phase with public meetings beginning this fall. The implementation phase will also limit the use of outside consultants, opting for a combination of island volunteers, CPOA staff and Lee County staff. The CCP chose this approach to control costs, to encourage community participation and to ensure community wishes are addressed thoroughly in the implementation phase.

Had the community planning effort moved forward as originally planned by the CPOA, the implementation phase would be nearing completion at this point. With the decision to prepare a second text amendment, that phase has been delayed by at least a year while additional planning costs have been incurred; however, this additional effort may streamline the implementation phase to follow, and actually reduce the anticipated cost of that effort. It certainly will have no unwanted impact on the agreed-to expenditure of public funds.

The total estimated cost of the Captiva Island Community Plan, including implementation, was reported in the original agreement as \$81,000. As of June 30, 2003, the CPOA estimates it has paid approximately \$63,000 for costs associated with the plan, not including CPOA staff time used toward the planning process and paid as a part of a monthly retainer fee.

Please contact us if you have any questions – call 489-2616 or via e-mail to kengooderham@cs.com. Thanks for your consideration in this matter.

Sincerely,



Ken Gooderham
Co-executive director, CPOA

FIRST AMENDMENT TO THE COMMUNITY PLANNING AGREEMENT
BETWEEN LEE COUNTY AND CAPTIVA ISLAND
PROPERTY OWNERS ASSOCIATION, INC.

RECITALS

- A. The Board of County Commissioners recognizes that unincorporated Lee County consists of many diverse communities with various visions on how their community should develop.
- B. The residents of Captiva Island have expressed a desire to prepare a community plan to propose goals, objectives, and policies applicable to Captiva Island that may ultimately be incorporated into the Lee Plan.
- C. The Captiva Island Property Owners' Association, Inc., (CPOA) has approached the County requesting planning funds to be used for expenditures incurred to prepare and submit a community plan for Captiva Island.
- D. Lee County Administrative Code 13-3 requires communities who seek planning funds from the County to enter into a contract to govern the disbursement and use of public money on the community planning effort.
- E. The purpose of this first amendment to the Community Planning Agreement is to revise the progress payment schedule to allow for the payment of the balance of the \$25,000 contribution for work on addition Lee Plan Amendments.
- F. The description of deliverables set forth in Exhibit A has been modified to reflect the additional planning activities to be conducted by the Captiva Planning Panel.
- G. The Progress Payment schedule set forth in Exhibit C has been modified to reflect Phase II of the planning process that will be conducted to produce additional Lee Plan Amendments.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Geographic Area. This agreement pertains to the preparation of a community plan for a geographical area known as Captiva Island.

2. Deliverables. The CPOA Community Panel is responsible for the preparation of a community plan, including suggested goals, objectives, and policies applicable to the area described in paragraph 1 above. The intent of the parties is that the County may ultimately incorporate the proposed goals, objectives, and policies into the Lee County Comprehensive Land Use Plan. The parties agree that the draft community plan will include data and analysis to support recommended goals, policies, and objectives for consideration by Lee County Planning Division staff. See Exhibit A for detailed description of deliverables.

3. Eligibility for Public Funds. The parties agree that Lee County will provide the CPOA with up to \$25,000 in planning funds that will be used solely for expenditures incurred in connection with the preparation and submission of a community plan. Planning funds will include an initial grant of \$15,000 in "seed" money that will ultimately be followed by further disbursements intended to defray the cost of the community planning effort. Total disbursements from the County will not exceed \$25,000.

4. Applicability of Lee County Administrative Code. The parties agree that the community planning effort will be governed by the regulations set forth in Lee County Administrative Code 13-3 entitled "Administrative Procedures Governing Community Planning Efforts Receiving Financial Support From the BOCC." Lee County Administrative Code 13-3 is attached hereto as Exhibit B.

5. Applicability of Florida's Public Records and Open Meetings Laws.

A. Open Government

1. The parties agree that the community planning effort is subject to Florida laws on Open Government. Accordingly, all meetings of the CPOA Community Panel and its subcommittees will be open to the public. Moreover, the CPOA Community Panel will provide an adequate opportunity for public participation in the Captiva Island community planning effort. In addition, the CPOA Community Panel will encourage and allow the participation of residents, property owners, the school district, and other interested parties at all meetings and workshops on the community planning effort.

2. The CPOA will provide reasonable notice of all meetings pertaining to the community planning effort.

3. Notification of meetings and workshops will include the posting of meeting date, time, and location of the meeting/workshop in accordance with Section 5, Lee County Administrative Code 13-3.
4. The parties agree that subcommittees consisting of members of the CPOA Community Panel and other community members may meet for the purpose of information gathering, information sharing, and the exploration of common concerns. Subcommittee meetings are also required to be publicly noticed. Common concerns explored by the subcommittees must be presented to the full community panel during a properly noticed public meeting consistent with Section 5 of Lee County Administrative Code 13-3.
5. The CPOA must maintain minutes of the meetings of the community panel in accordance with Section 5, Lee County Administrative Code 13-3.

B. Public Records

All records created in connection with the community planning effort must be retained by the CPOA for three years following the date of submission of a completed comprehensive plan amendment application. The records will be considered public records as defined by Chapter 119, Florida Statutes.

6. Record Keeping. The CPOA must retain all financial, supporting documentation, and other records necessary to document the community planning effort and expenditures during the term of this agreement. If any litigation, claim, negotiation, audit, or other action involving the records are initiated prior to the expiration of a three-year period, the records must be retained for an additional one year after the final resolution of the action and final resolution of all issues that arise from the action.

7. Assurance, certification, and compliance. The CPOA agrees that in connection with the community planning effort:

- A. It will comply with Chapter 760, Florida Statutes, and Lee County Ordinance 00-18 that prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability, or marital status.

- B. Products or materials purchased with public funds will be procured in accordance with the provisions of 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- C. It will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- D. It will notify Lee County of any significant change in the organization of the CPOA Community Panel.

8. Disbursement of Public Funds.

- A. Lee County will disburse up to \$25,000 to the CPOA during the term of this agreement, subject to the provisions pertaining to return of funds and suspension and termination of the agreement. (See paragraph 12.) The CPOA agrees to spend the public funds only on items set forth in the scope of work and schedule of deliverables set forth in the document attached as Exhibit A. The payment request report must include documentation to support the expenditures. If the CPOA fails to submit a payment request report, disbursements will be delayed until the receipt of a report. The County reserves the right to approve or disapprove payment requests.

Copies of supporting documentation must be attached to the payment request report. The County may require additional supporting documentation before agreeing to disburse money. The County will disburse up to \$25,000 in accordance with the progress payment schedule set forth in Exhibit C.

- B. Unsupported/unallowable costs. The County has the option to defer payment to the CPOA during the period of a County audit or monitoring due to questionable items. If, as a result of the audit or monitoring, unallowable or unsupported costs are found, no further disbursements will be made until the full amount of overpayment is remitted to Lee County or the County accepts a repayment agreement.

9. Audits, Monitoring, and Records.

- A. Monitoring. The CPOA agrees to permit County employees to inspect records, papers, and documents in connection with the community planning effort to be assured of satisfactory performance with the terms and conditions of this agreement. The monitoring is a limited scope of review and does not relieve the CPOA of its obligation to manage the public monies disbursed by the County in accordance with Lee County Administrative Code 13-3 and sound management practices.

Following this monitoring, the County may deliver to the CPOA a written report regarding the status of compliance with the terms and conditions of the agreement. The CPOA must rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the County with a reasonable and acceptable justification for not correcting the noted shortcomings. The CPOA's failure to correct or justify the deficiencies within the time specified by the County may result in the withholding of future disbursements or termination of the agreement.

- B. Audit and Inspections. The CPOA will make all records and items in connection with the community planning effort, included on financial statements, available for audit or inspection purposes during normal business hours and as often as County deems necessary. The Clerk of Courts internal audit division and Lee County have the right of timely and unrestricted access to books, documents, papers, and other records of the panel that are pertinent to the agreement in order to make audits, examinations, excerpts, transcripts, and copies of those documents.

10. Risk Management. The CPOA will defend, hold harmless, and indemnify the County from and against all liability, loss, claims, damages, costs, attorneys fees, and expenses that the County may sustain, incur, or be required to pay either by reason of the loss of or improper use of money disbursed or to be disbursed hereunder including, but not limited to, fraud, embezzlement, or dishonesty on the part of any person represented or employed by the CPOA, or by reason of the intentional or negligent act of the CPOA or its agents, representatives, or employees in connection with the community planning effort.

11. Suspension/Termination. The County reserves the right to suspend the disbursement of money for failure to comply with this agreement. The County may cancel

this agreement by giving 24 hours written notice to the CPOA by certified mail following a determination by the Board of County Commissioners that the cancellation is in the best interest of the people of Lee County. Neither party will have further obligations under this agreement as of the date of cancellation unless specified otherwise in the termination notice. The CPOA may cancel this agreement by giving 72 hours prior written notice to the County by certified mail. The County's obligation to make further disbursements under this agreement will cease as of the effective date of termination.

12. Reports.

- A. CPOA agrees to prepare a report outlining the progress of the CPOA community planning effort and deliver the report to the County with each request for disbursement of funds.
- B. A closeout report is due 60 days after the termination of the agreement or 60 days after submission of proposed amendments to the Lee County Land Development Code needed to implement the Captiva community plan adopted by the Lee County Board of Commissioners.
- C. If the required reports are not sent to the County or not completed in a manner acceptable to the County, the County may withhold further disbursements until the reports are completed.

13. Membership of Panel. The parties agree that the CPOA will provide an opportunity for the Captiva Civic Association to appoint two members to the community planning panel. However, the CPOA Community Planning Panel may continue with its planning efforts regardless of whether the Captiva Civic Association elects to designate two of its members to the panel.

14. Duration of agreement. Parties agree that the CPOA, through its community panel, will deliver a proposed community plan for consideration by the Lee County Planning Division no later than ~~July 2003~~ February 2004 unless this agreement is terminated beforehand as specified in Paragraph 12.

15. Notice. The parties agree all notices provided under or pursuant to this agreement will be in writing either by hand delivery or first class certified mail, return receipt requested, to the representative identified below and at the address set forth below. The name and address of the County representative: Paul O'Connor, Director, Planning Division,

Department of Community Development, 1500 Monroe Street, P. O. Box 398, Fort Myers, Florida 33902-0398. The name and address of the representative responsible for the administration of this agreement is: Hal Miller, President, CPOA, 11529 Andy Rosse Lane, Captiva Island, Florida. In the event different representatives or addresses are designated by either party after the execution of this agreement, notice of the new information will be provided in accordance with this section.

16. Applicable Law. This agreement will be construed under the laws of the State of Florida and the venue for any actions arising out of this agreement will lie in Lee County.

In witness thereof, Lee County and the CPOA have executed this agreement:

Attest: Clerk of Court

Lee County

By: _____
Deputy Clerk

By: _____
Robert P. Janes, Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

Donna Marie Collins
Assistant County Attorney

Captiva Island Property Owners'
Association, Inc.

By: _____
Rene Miville, Treasurer

Date: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ by
Rene Miville, Treasurer of the Captiva Island Property Owners' Association, Inc., a Florida
Not-for-Profit corporation, on behalf of the corporation. He is personally known to me or
has produced _____ as identification.
(type of identification)

(Signature of person taking acknowledgment)

(Name typed, printed, or stamped)
(Title or Rank)
(Serial Number, if any)

- Exhibits:
- A. Description of Deliverables (Modified on _____ 2003)
 - B. Lee County Administrative Code 13-3
 - C. Progress Payment Schedule (Modified on _____ 2003)

Exhibit A

Captiva Community Plan Description of Deliverable Materials

1. Background Data and Analysis:
 - a. Historical context in which the growth management debate has been undertaken on Captiva Island.
 - b. Details on planning related issues impacting growth and development on Captiva Island.
 - c. Raw data on citizen input related to planning issues for Captiva.
 - d. Summary data from Captiva citizen surveys.
 - e. Background and analysis related to various planning issues affecting Captiva providing support for proposed Goals, Objectives, and Policies.

2. Goals, Objectives and Policies:
 - a. One Goal establishing the need for growth management efforts specifically directed towards Captiva.
 - b. One Objective establishing the necessity for preservation of the Captivan lifestyle.
 - c. Not less than 14 policies addressing the most pressing growth management issues about which a consensus was reached as part of the public input process.

- ~~3. Implementation:~~
 - ~~a. Proposed land development code amendments necessary to implement the proposed Lee Plan policies.~~
 - ~~b. Proposed administrative code policy amendments necessary to implement the proposed Lee Plan policies.~~
 - ~~c. Proposed operational modifications to implement the proposed Lee Plan policies.~~

43. Feedback and Re-evaluation:
 - a. Evaluation of the overall amendments and implementation efforts in controlling growth on Captiva.
 - b. If necessary, as part of the EAR process, additional amendments addressing new growth management issues resulting from the implementation and administration of the first round of proposed Lee Plan policies.

EXHIBIT B

ADMINISTRATIVE CODE
BOARD OF COUNTY COMMISSIONERS

CATEGORY: Development/Planning/Zoning	CODE NUMBER: AC-13-3
TITLE: Administrative Procedures Governing Community Planning Efforts Receiving Financial Support from the BOCC	ADOPTED: 6/26/01
	AMENDED:
	ORIGINATING DEPARTMENT: Department of Community Development

Purpose/Scope: To provide procedures and criteria for community planning effort and to establish the minimum acceptable criteria for community plans in order to be eligible for public financial support.

Policy/Procedure: The Board of County Commissioners recognizes that unincorporated Lee County consists of many diverse communities with various visions of how their community should develop. The intent of a community plan is to propose goals, objectives, and policies applicable to a specific area of the County that may ultimately be incorporated into the Lee Plan. Upon completion of a community planning effort the information gathered and the common concerns identified will be considered for a formal amendment to the Lee Plan.

The following procedures are established by the Board of County Commissioners to assure public confidence in the grass root planning effort when public funds are provided to encourage the development of community plans by the residents of a community:

Section 1. Definitions:

- 1.1. "Community Panel" means the collection of community residents who volunteer to act as the group responsible for coordinating and overseeing the community planning effort. The Community Panel is encouraged to represent a wide variety of the community, including citizens, local business people, landowners, developers, and civic leaders. The Community Panel initiating a community planning effort must be a legal entity, either already existing or established expressly for the purpose of conducting the planning effort. The Community Panel may also be a committee or subset of a legal entity. If the Community Panel receives public funds from the Board of County Commissioners, they will be responsible for the financial accountability of the public funds granted for use in the community planning effort. The Community Panel is not an advisory body to the Board of County Commissioners. Their planning product is a compilation of the common concerns of the community containing suggested amendments to the Lee Plan and/or the Land Development Code to address those concerns.
- 1.2. "Planning Funds" means a grant, not to exceed \$25,000, that will be used for certain expenditures incurred by the Community Panel in the preparation of and the submission of the community plan.
- 1.3. "Seed Money" means an initial grant of public money, authorized by the Board of County Commissioners, to be used to initiate a community plan. Seed money will be disbursed only after the Community Panel has entered into a written grant agreement with the County describing the scope of the community plan and the limitations on the use of the grant.

Section 2. Initiation of a Community Planning Effort:

- 2.1. Residents wishing to serve as a Community Panel that is eligible to receive financial support from the County, must have at least one preliminary meeting with Planning Division staff to discuss the proposed community planning effort.
- 2.2. Following initial discussion with the Planning Division, the Community Panel must develop a written Community Planning Proposal that must contain, at a minimum:
 - a. The proposed name of the Community Panel including a list of the people who will act as the initial Community Panel, and information regarding its organization and composition, including, if applicable, a copy of its current budget and a list of its board of directors. (The membership of the Community Panel may be increased thereafter);
 - b. Copies of completed Form 1 "Statement of Financial Interests" for the previous year and, when applicable: Form 2 "Quarterly Client Disclosure" for the previous four quarters from those people wishing to act as the Community Panel and from any consultants that have been retained by the Community Panel to assist in the community planning effort;
 - c. A preliminary boundary description or a map of the area of the unincorporated County that the plan intends to cover;
 - d. An overview of the main issues that the planning effort intends to address and the expected resources needed to address the issues;
 - e. A preliminary timetable for the planning effort including target dates for project milestones such as completion of a visioning effort, completion of the data and analysis, workshops and public meetings, compilation of a draft study, and study completion date;
 - f. A description of the methods and procedures to be used to foster the maximum amount of public participation in the planning process;
 - g. A good faith estimate of the expected full cost of the planning effort;
 - h. A statement indicating the percentage of the projected costs that will be provided through the County funds; and,
 - i. A tangible demonstration that the planning effort will operated in a financially sound manner.
- 2.3. Planning staff will review and comment on the Community Planning Proposal to determine if it is sufficient for presentation to the Board of County Commissioners. Planning staff may require additional information, clarifications, or revisions to assure that the minimum requirements of this code have been met. Planning Staff will make a recommendation as to whether a Community Planning Proposal is sufficient to proceed before the Board of County Commissioners.

Section 3. Obtaining Seed Money and Planning Funding:

- 3.1. Once a Community Planning Proposal is determined by Planning staff to be sufficient, staff will initiate a blue sheet to bring the proposal, which includes a proposed grant agreement requesting the use of public funds, to a Public Hearing at a regularly scheduled Board of County Commissioner meeting. The grant agreement will set forth the terms and conditions that must be

fulfilled prior to obtaining the Planning Funds and the seed money, if included in the request.

- 3.2. At the Public Hearing the Board of County Commissioners will solicit input from members of the community and the public in general.
- 3.3 Following public comment, the Board of County Commissioners will consider by motion whether to enter into the contract with the Community Panel.

Section 4. Seed Money, Planning Funds and Additional Grant Funding Assistance:

- 4.1. The Board of County Commissioners may initially authorize a grant of up to \$5,000 ("seed money"), to facilitate a community planning effort. No money will be disbursed by the Board until the required grant agreement is approved. The "seed money" will be disbursed pursuant to the written grant agreement between the County and the Community Panel. All disbursements of "seed money" will be deducted from the maximum amount of funds for which the Community Panel may be eligible.
- 4.2. A subsequent disbursement of public money Planning Funds will be available in accordance with the terms and conditions of the grant agreement. The County grant will be based on the size and scope of the planning effort and the Community Panel's ability to complete the effort. In no event may the total amount of funds disbursed exceed \$25,000.
- 4.3. All grants of public funds must be used solely for the creation of the community plan. Acceptable uses of these public funds will include: payment of professional consulting services; advertising of public meetings/workshops; and copying of draft and final documents. Public funds may not be used for the rental of office space, purchase of supplies such as computers and software, or phone service. Before receiving any funds, the Community Panel must document how the funds will be utilized to the Lee County Department of Community Development, Planning Division.
- 4.4. The County will have unrestricted access to all records of the Community Panel pertaining to the community planning effort. The County may conduct audits of the financial records of the Community Panel. Before disbursing a grant of Planning Funds, the County must independently ensure that the proposed expenditure is in accordance with the regulatory requirements set forth in this Code and may enlist the Clerk of the Courts to perform an audit of the Community Panel. The head of the Community Panel must attest that the entity has complied with the provisions of the grant agreement and this Code.
- 4.5 County Planning Staff will assist the Community Panel in identifying additional funding sources to support the community planning efforts such as state or philanthropic grants.

Section 5. Public Participation:

- 5.1. The Community Planning effort is subject to the Florida laws on Open Government. Therefore, there must be an adequate opportunity for public participation in the community planning effort, the Community Panel must encourage and allow the participation of residents, property owners, the school district, and other interested parties. In order to effectuate this purpose, reasonable notice of all meetings pertaining to the community planning effort must be provided to the public. All meetings of the Community Panel must be open to the public.
- 5.2. Proper notification of meetings of the full Community Panel will include the posting of the meeting date and time in several public places including, but not limited to local libraries, post offices,

banks, supermarkets, chambers of commerce, civic associations, and community recreation areas. In addition, these public meetings must be noticed in a local paper that is published daily or weekly. All posted and published notices must provide the date, time, and location of the public meeting. In lieu of a display advertisement, the notice could take the form of an article in a similar publication that provides the date, time, and location of the public meeting.

- 5.3. The Community Panel must maintain both recorded and written minutes of all of its full meetings. All records of the Community Panel pertaining to the community planning effort will be deemed public records and open for personal inspection by any person.
- 5.4. The Community Panel may establish sub-committees consisting of members of the Community Panel and/or other community members for the purpose of information gathering, information sharing, and the exploration of common concerns. The sub-committee meetings are required to be publicly noticed and recorded. The common concerns explored by the sub-committees must be presented to the full Community Panel at an informational sharing session during a properly noticed public meeting as outlined in section 5.2 above.

Section 6. Minimum Community Plan Requirements.

- 6.1. The Community Panel's suggested additions or revisions to the Lee Plan must be based on sufficient data and analysis to support the proposed amendments. Original data collection by the Community Panel to support the vision and unique character of a community is encouraged but not required.
- 6.2. Where data augmentation, updates, or special studies or surveys are deemed necessary by the Community Panel, appropriate methodologies must be clearly described or referenced and must meet professionally accepted standards for those methodologies.
- 6.3. The Community Panel's suggested additions or revisions to the Lee Plan must be based on resident and seasonal population estimates and projections. Resident and seasonal population estimates and projections must be those provided by the Planning Division, or can be generated by the Community Panel. If the local Community Panel chooses to base its community plan on its own projections, a detailed description of the rationale for this choice must be included in the Plan.
- 6.4. If a community plan includes suggested new Capital Expenditures or mandates County actions that will require additional or new public expenditure, the community plan must identify the funding source to achieve these expenditures.

Section 7. Submittal Requirements:

- 7.1. A completed Lee Plan Amendment Application form. (applicable comprehensive plan amendment fees will not be required.)
- 7.2. All text and maps submitted with a community plan must be in a format and size that is easily reproduced.
- 7.3. All maps included in the community plan must include major natural and man-made geographic features, and city and county lines, when applicable, and must contain a legend indicating a north arrow, map scale, and date.
- 7.4. As part of any proposed Comprehensive Plan Amendment, the Community Panel must provide a

written summary on the extent of citizen participation in the planning effort. At a minimum, the citizen participation report must include the following information:

- a. Details of methods the Community Panel used to notify and involve the public. The dates, location, and attendance of all meetings and workshops where citizens were invited to discuss the planning effort;
- b. Copies of all published and posted notices for meetings. A copy of the letters used for mailings, as well as the dates the letters were mailed and numbers of intended recipients. Copies of newspaper articles and newsletters discussing the community planning efforts.
- c. Copies of all Agency Minutes for all meetings and workshops;
- d. Copies of notices, newsletters, or other written materials distributed during the community planning effort;
- e. A tally of the number of people who participated in the process, and if possible, the names of those who attended meetings and workshops;
- f. A summary of the issues and concerns expressed by the participants in the planning effort;
- g. The substance of the issues and concerns;
- h. A description of how the agency has addressed or intends to address the issues and concerns expressed during the planning effort;
- i. A description of the issues and concerns the Community Panel does not intend to address and why;
- j. Copies of correspondence, including e-mail and facsimile transmittals; and
- k. The names and addresses of the members of the Community Panel and all consultants retained to assist the Community Panel, and their additional Form 1 and Form 2 disclosures for the time periods through the date of submittal of the Community Panel's suggested additions or revisions to the Lee Plan.

Section 8. Community Plan Amendment Review Process:

- 8.1 Following submittal of suggested amendments to the Lee Plan, Planning Division staff will conduct a complete evaluation and analysis of the proposal.
- 8.2 Lee County will consider comprehensive plan amendments suggested in community plans as part of the regular yearly amendment process. Those amendments will be reviewed, evaluated and considered in the same manner as any other proposed Lee Plan amendment. This review will follow the procedures and public notification required by Florida Statutes section 163.3187 and Lee County Administrative Code 13-6: Annual Plan Amendment Procedure to the Lee Plan.
- 8.3 The Board of County Commissioners reserves the right to adopt, not adopt or modify any and all of the community plan's suggestions.

EXHIBIT C

PROGRESS PAYMENT SCHEDULE FOR THE
CAPTIVA ISLAND COMMUNITY PLAN

Unit of Work	Fee (Lump Sum)
Current Plan Amendment Phase I	\$15,000.00
Implementation Phase completion	\$10,000.00
Plan Amendment Phase II	\$10,000.00
Total (Lump Sum)	\$25,000.00