

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020132

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Chairman to amend an agreement with A Living Vision of Alva (ALVA) to provide additional public financial support in the development of the Alva Community Plan.

**WHY ACTION IS NECESSARY:** Section 3.1 of Administrative Code 13-3 requires contract approval by the Board of County Commissioners.

**WHAT THE ACTION ACCOMPLISHES:** Sets forth requirements for the issuance of an additional \$17,000 of grant money to ALVA to help pay for development of the Alva Community Plan.

**2. DEPARTMENTAL CATEGORY:** 04 Community Development  
**COMMISSION DISTRICT #** 5

*5:00 #2*

**3. MEETING DATE:**

*02-26-2002*

**4. AGENDA**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

TIME REQUIRED:  
10 Minutes

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE AC 13-3
  - OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT Community Development
- C. DIVISION Planning POC 2/8/02
- BY Paul O'Connor, AICP, Director

**7. BACKGROUND:**

The Board of County Commissioners executed an agreement with ALVA on September 25, 2001 that authorized the disbursement of \$8,000 in "seed" money to be used in the preparation and submission of the Alva Community Plan (those funds were paid to ALVA on November 20, 2001). The agreement with ALVA also allowed for future payments contingent on the following provisions: "In order to receive further disbursements, ALVA must submit a request to the Planning Division to amend this contract. Total disbursements from the County will not exceed \$25,000". In January 2002, ALVA requested an amendment to the Community Planning Agreement to authorize the disbursement of an additional \$17,000 to defray the costs of the community planning efforts of the Alva Community.

Obtaining this grant is contingent upon ALVA complying with the terms and conditions of the contract and the provisions of Administrative Code 13-3. It is understood by all parties that the community planning effort is subject to the Florida laws on Open Government; must provide an adequate opportunity for public participation; must provide reasonable notice of all meetings pertaining to the planning effort; and, that all meetings of the Community Panel must be open to the public. The Community Panel must also maintain both recorded and written minutes of all its full meetings.

The estimated cost of the Alva Community Plan is \$28,593, including \$22,817.67 for consulting fees and an additional \$5,775.33 for other costs associated with the development of the community plan. This request to the Board for \$17,000 of county funds in addition to the \$8,000 previously authorized and disbursed will pay for approximately 87% of the total estimated project cost.

Per AC 13-3, Section 2.3, staff finds that the request is sufficient for presentation to the Board of County Commissioners. Planning Division Staff recommends that the Board of County Commissioners amend the September 25, 2001 agreement with ALVA. Funds are available in LB5150715500.508309.05 *SRP*

Attachments:

- Amended Grant Contract
- Application Materials
- Administrative Code 13-3
- Miscellaneous Correspondence

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

A Department Director	B Purchasing or Contracts	C Human Rel.	D Other	E County Attorney	F County Administration				G County Manager
					OA	OM	Risk	GC	
<i>Mary 2/13/02</i>	N/A	N/A	N/A	<i>DMC 2/11/02 for scheduling 2/12/02</i>	<i>2/12/02</i>	<i>2/13/02</i>	<i>2/13/02</i>	<i>2/13/02</i>	<i>2/14/02</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
2/11/02  
2:30 pm  
CO. ATTY.  
FORWARDED TO:  
CO ADMIN  
2-11-02 8:20

RECEIVED BY  
COUNTY ADMIN.  
2/11/02  
10:40 am  
COUNTY ADMIN.  
FORWARDED TO:  
2/11/02

AMENDED COMMUNITY PLANNING AGREEMENT  
BETWEEN LEE COUNTY AND THE ALVA  
COMMUNITY PLANNING PANEL

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 Alva have expressed a desire to prepare a community plan to propose goals, objectives, and policies applicable to Alva that may ultimately be incorporated into the Lee Plan.
- C. The civic group known as "A Living Vision for Alva" hereinafter "ALVA" has approached the County requesting planning funds to be used for expenditures incurred to prepare and submit a community plan for the Alva area.
- D. Lee County Administrative Code 13-3 requires communities seeking 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 Board agreed to grant \$25,000 in public funds toward the Alva community planning effort. In October 2001, the Board authorized an initial disbursement of \$8,000 and required that ALVA petition to amend the Community Planning Agreement with the county before receiving further disbursements. In January 2002, ALVA requested an amendment to the Community Planning Agreement to authorize the disbursement of an additional \$17,000 to defray the costs of the community planning efforts of the Alva community.

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 generally known as Alva. The specific geographical boundaries of the community plan will be determined at a later date.
2. Deliverables. ALVA is responsible for the preparation of the Alva Community Plan, including suggested goals, objectives, and policies applicable to the Alva area. 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.

3. Eligibility for Public Funds. The parties agree that Lee County will initially provide ALVA with \$8,000 in "seed" money that will be used solely for expenditures incurred by ALVA in the preparation and submission of the Alva Community Plan. The "seed" money may be followed by further disbursements intended to defray the cost of the Alva community planning effort. In order to receive further disbursements, ALVA must submit a request to the Planning Division to amend this contract. Total disbursements from the County will not exceed \$25,000. In January 2002, this agreement was amended to provide for the disbursement of an additional \$17,000 for use in the community planning effort for the Alva community.

4. Applicability of Lee County Administrative Code. The parties agree that the Alva 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 A.

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

A. Open Government

1. The parties agree that the ALVA community planning effort is subject to Florida laws on open government. Accordingly, all meetings of ALVA and its subcommittees will be open to the public. Moreover, ALVA will provide an adequate opportunity for public participation in the Alva community planning effort. In addition, ALVA 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. ALVA 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 ALVA 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. ALVA must maintain minutes of its meetings 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 ALVA 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.

7. Record Keeping. ALVA panel must retain all financial, supporting documentation, and other records necessary to document the ALVA 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.

8. Assurance, certification, and compliance. ALVA agrees that:

- 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 ALVA.

9. Disbursement of Public Funds.

- A. Lee County will initially provide ALVA with \$8,000 in “seed” money that will be used solely for expenditures incurred by ALVA in the preparation and submission of the Alva Community Plan. The “seed” money may be followed by further disbursements in the amount of \$17,000 intended to defray the cost of the community planning efforts set forth in Exhibit B. (memorandum dated January 29, 2002 from Carol Cunningham to Sarah Gillim).
- B. Unsupported/unallowable costs. The County has the option to defer payment to ALVA 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.

10. Audits, Monitoring, and Records.

- A. Monitoring. ALVA agrees to permit County employees to inspect records, papers, and documents 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 ALVA 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 ALVA a written report regarding the status of compliance with the terms and conditions of the agreement. ALVA 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. ALVA'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. ALVA will make all records and items 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.

11. Risk Management. ALVA 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 ALVA or by reason of the intentional or negligent act of ALVA or its agents, representatives, or employees.

12. 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 ALVA 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. ALVA 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.

13. Progress and Payment Request Reports

- A. ALVA agrees to prepare a report outlining the progress of the ALVA 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 upon the submission of a completed community plan for Alva in the form of a comprehensive plan amendment application.
- 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 disbursements until the reports are completed.

14. Duration of agreement. The Parties agree that ALVA will deliver a proposed community plan for consideration by the Lee County Planning Division no later than July 2003 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 of ALVA responsible for the administration of this agreement is: Sarah Gillim, President, ALVA Civic Group. 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 ALVA have executed this agreement:

Attest: Clerk of Court

Lee County

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

ALVA, A Florida Not for Profit Corporation

By: \_\_\_\_\_  
Sarah Gillim  
Title: President, ALVA

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2002, by Sarah Gillim as President of ALVA, a Florida Not for Profit corporation, on behalf of the corporation. She 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)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

Exhibits:

A: Lee County Administrative Code 13-3

B: Memorandum dated 1-29-02 from Carol Cunningham to Sarah Gillim



## EXHIBIT A

### ADMINISTRATIVE CODE BOARD OF COUNTY COMMISSIONERS

<b>CATEGORY:</b> Development/Planning/Zoning	<b>CODE NUMBER:</b> 13-3
<b>TITLE:</b> Administrative Procedures Governing Community Planning Efforts Receiving Financial Support from the BOCC	<b>ADOPTED:</b> 6/26/01
	<b>AMENDED:</b>
	<b>ORIGINATING DEPARTMENT:</b> 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 be 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 B

TO: Sarah Gillim  
 FROM: Carol Cunningham  
 SUBJECT: Payment Schedule for Phase 2 of Alva Community Plan  
 DATE: January 29, 2002

The following provides the proposed payment schedule to be attached to the contract between Lee County and Alva Inc. for Phase 2 of the preparation of the Alva Community Plan. The tasks covered in Phases 1 and 2 are summarized below and are detailed in the original scope of services.

Phase 1, which has been completed, involved Tasks 1 through 5 – Develop critical path; organize background and data gathering; conduct Visioning Workshop; coordinate the preparation of preliminary graphic and map products (by others); prepare summary memorandum identifying elements of the Vision and highlighting key points (dated January 7, 2002), and conduct follow up community-wide workshop for feedback and comment on the preliminary vision and proposed implementation mechanisms (held January 24, 2002).

Phase 2 involves Tasks 6 through 8 and additional services as requested – Prepare preliminary draft community plan; conduct meetings and focus groups as needed to further specify the plan and build consensus; continue to coordinate the preparation of additional and final graphic and map products (by others); conduct review and input from the Planning Panel and from the community in a community wide workshop; prepare final draft community plan in presentation format for submittal to the County.

The payment schedule for the \$17,000 to be allocated by the County includes not only the consultant contract with Carol Cunningham but also costs for graphics and mapping work, for public notice(s), copies and reproduction. For ease of administration, these costs are linked to the following deliverables and result in the following proposed payment schedule to Alva Inc. from the County.

<b>Deliverables</b>	<b>Payment Amount</b>
Prepare detailed Outline for the Alva Community Plan based on the community visioning, output of focus groups, data gathering and analysis. Outline will be accompanied by additional graphics to illustrate how draft policies will translate into the community's vision.	\$6000
Prepare preliminary draft Community Plan.	\$7000
Conduct community-wide workshop to present preliminary draft Community Plan and obtain comment. Prepare memorandum summarizing public comment and providing recommendations for approach to resolve any remaining issues.	\$2000
Prepare final draft Community Plan in presentation format ready for submittal to Lee County. Produce required number of copies to the County and for public distribution.	\$2000
<b>Total</b>	<b>\$17,000</b>

**PROPOSED REVISED SCHEDULE**

**Alva Community Plan Process**

<p>Thursday, Jan. 10<sup>th</sup> -- 7 pm to 9 pm (regularly scheduled Board of Directors Meeting)</p>	<p>Review revisions to the December 12<sup>th</sup> "Final Summary" pursuant to the Board's comments from Dec. 13<sup>th</sup> meeting along with preliminary illustrations. Discuss the format and objectives for the January 24<sup>th</sup> community meeting. Identify key issues.</p>
<p>Thursday, Jan. 24<sup>th</sup> -- 7 pm to 9 pm (regularly scheduled Community Meeting)</p>	<p>Follow up to "Envisioning Our Future" workshop through presentation and discussion of illustrations and concepts from the Nov. 17<sup>th</sup> Workshop.</p> <p><u>Agenda:</u></p> <ol style="list-style-type: none"> <li>1. Overview of concepts and illustrations (these will have been posted on the Alva website in advance of the meeting). (30 minutes)</li> <li>2. Confirm list of key issues (one or more key issues will become the topic(s) for separate small group discussion). (15 minutes)</li> <li>3. Conduct feedback and focus on key issues in small group discussion. Members of the Board of Directors could be designated group leaders. Group recorder will keep written notes and record key points on large easel sized tablets. (45 minutes)</li> <li>4. Reconvene as a whole and have each group report their group's feedback and key points. (30 minutes)</li> <li>5. Conclusion: Identify areas of common ground and those that still need work.</li> </ol>
<p>During February</p>	<p>Conduct the following meetings to provide overview of the Vision and Key Elements that have emerged from the community input process and to obtain their feedback.</p> <ul style="list-style-type: none"> <li>• Groups with specific concerns (as needed)</li> <li>• County Planning Director and Staff</li> <li>• County Commissioners</li> </ul> <p>Prepare required packet of materials for the County and submit request for release of remaining funds to complete the Plan.</p>
<p>March and April (or two months following the County Commissioners release of funds for the Plan)</p>	<p>Preparation of preliminary draft Community Plan. (During this period, consultant will prepare the narrative, data, analysis, draft goals, objectives, and policies and their rationale based on the community's work to date. Draft policy language for specifically identified issues can be forwarded to Focus Groups (see below) for further discussion.</p>
<p>Thursday, February 28<sup>th</sup>, Thursday, March 28<sup>th</sup>, Thursday, April 25<sup>th</sup> -- 7 pm to 9 pm (regularly scheduled Community Meetings)</p>	<p>During March and April community members may want to use time in their regularly scheduled community meetings or schedule special times to conduct Focus Groups to work on methods and policy language to resolve outstanding issues. (These Focus Groups would be conducted by designated community members with the outcomes forwarded to the consultant, similar to the way the work of the subcommittees currently is conducted).</p>
<p>Thursday, May 2nd</p>	<p>Distribution of review copy of preliminary draft Community Plan to Board of Directors.</p>



Thursday, May 9th – 7 pm (regularly scheduled Board of Directors Meeting)	Comments from Board of Directors on preliminary draft Community Plan and direction to Consultant regarding any recommended revisions.
Thursday, May 16th	Draft Community Plan available for distribution and review by the community.
Thursday, May 23rd – 7 pm to 9 pm (regularly scheduled Community Meeting)	Public meeting to provide comment on the draft Community Plan.
Thursday, May 30th – 7 pm (special meeting of Board of Directors)	Presentation of summary of public comments. Identification of remaining issues and recommendations regarding how they might be resolved. Direction to the Consultant from the Board of Directors re final revisions.
Mid June	Target date for completion of final draft Community Plan in presentation format to be submitted to Lee County.

Attn: Jim Mudd

Summary of proposed expenses for Alva community plan

Money spent through 1/28/02:	\$10,593 (see expenditure list)
Future disbursements as listed By Carol Cunningham::	\$17,000
Additional signs, miscellaneous etc	<u>\$1000</u>
Total:	\$28,593
Total requested from county:	\$25,000 (8,000 already received)
Amount funded by ALVA inc.	\$3,593



# ALVA

*A Living Vision of Alva*

Dedicated to preserving the tranquility and beauty of Alva  
 P.O. Box 2022, Alva, FL 33920  
[www.AlvaFL.org](http://www.AlvaFL.org)

KEEP IT GREEN

ALVA, INC.

EXPENDITURES FOR COMMUNITY PLAN

CK	DATE	PAYEE	PURPOSE	AMOUNT
101	8/15/01	DEPT. OF STATE	INCORPORATION	78.75
102	8/15/01	AAA SIGNS	MEETING SIGN	179.14
108	9/15/01	AAA SIGNS	" "	253.34
109	10/10/01	BROOKMAN	WEBSITE	60.00
112	10/23/01	AAA SIGNS	MEETING SIGNS	101.76
113	10/25/01	PHASE V MAILINGS	CHARETTE NOTICE	987.95
114	11/01/01	" " "	" "	285.12
120	11/17/01	MIKE BUFF	" SUPPLIES	147.62
121	11/17/01	A. DAMBROSE	POWER PT. PRESENTATION	600.00
123	11/28/01	SPIKOWSKI ASSOC.	PRESENTATION	488.75
124	12/04/01	C. CUNNINGHAM	PLANNING	5817.67

127	01/09/02	AAA SIGNS	SIGNS	203.52
128	01/09/02	" "	"	162.72
129	01/09/02	" "	"	133.56
130	01/19/02	BRADFORD DESIGN	CHARETTE SCAN/RENDERING	962.00
131	01/19/02	ANDRYS/TRI COUNTY	CHARETTE SUPPLIES	130.98
TOTAL EXPENDITURES				\$10592.88
B.O.C.C. FUNDING 11/28/01				8000.00
FUNDED BY ALVA, INC.				2592.88

*Respectfully submitted*  
*Ann Fensterer*  
*Treasurer ALVA, Inc.*  
*January 28, 2002.*