

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
TUESDAY, SEPTEMBER 14, 2021
TO BE HELD IMMEDIATELY FOLLOWING THE BUDGET HEARING
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 2:00 P.M. September 14, 2021.

1. Call to order:
2. Invocation:
3. Pledge of Allegiance
4. Roll Call:
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Zoning and land use items:
 - A. Second Reading and Public Hearing of the following Zoning Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 0.78 ACRES +/- FROM THE AGRICULTURAL (AG-2) DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) DISTRICT AT 28101 MEADOWLARK LN, BONITA SPRINGS, FL 34134; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-09-203)
 - B. Public Hearing of the following Zoning Resolution: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE AT 27940 CROWN LAKE BLVD., BONITA SPRINGS, FL, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-09-204)
9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer League for the 2021-2022 soccer season. (Greensheet No. 21-09-202)
 - B. Approve a contract amendment with Tyler Technologies to upgrade the City's Accounting Software. (Greensheet No. 21-09-198)

10. Opportunity for City Council comments on Consent Agenda Items.
11. City Attorney's Items
12. City Manager's Items
13. Mayor and Council Member Reports
14. Approval of Minutes: 09/01/21
15. Public Comment
16. Adjournment

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT LISA ROBERSON, DIRECTOR OF FINANCIAL AND ADMINISTRATIVE SERVICES AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

REQUESTED MOTION: (Second Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY CAROL ERDMAN TO REZONE FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO THE RESIDENTIAL SINGLE-FAMILY (RS-1) ZONING DISTRICT ON .78 ACRES +/-; LOCATED AT 28101 MEADOWLARK LANE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Esq., Planner II, Community Development

AGENDA: Second Reading and Public Hearing of a Zoning Ordinance

STRATEGIC PRIORITY: No

BACKGROUND: This is the second reading and public hearing of a Zoning Ordinance to rezone the subject property located at 28101 Meadowlark Lane from Agricultural (AG-2) to Residential Single-Family (RS-1). Approval of the rezone would allow for the subdivision of this vacant lot into two lots for two single-family residences. The first reading was held at the September 1, 2021 meeting.

The Zoning Board for Land Use Adjustments reviewed the request on August 17, 2021, and voted 5-0 to approve the rezoning request.

To conserve paper and resources, the full application backup will be viewable online only with the full agenda packet. Please contact the Clerk's Office for paper copy requests.

STAFF RECOMMENDATION: Approve the rezoning as conditioned

ATTACHMENTS:

1. Draft Zoning Ordinance
2. Zoning Board Minutes
3. Staff Report

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 21 - ___

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY CAROL ERDMAN TO REZONE FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO THE RESIDENTIAL SINGLE-FAMILY (RS-1) ZONING DISTRICT; ON .78 ACRES +/-; LOCATED AT 28101 MEADOWLARK LANE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carol Erdman has filed an application to rezone .75 acres +/- from the Agricultural (AG-2) zoning district to the Residential Single-Family (RS-1) zoning district.

WHEREAS, the subject property is located at 28101 Meadowlark Lane, Bonita Springs, Florida, and is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on August 17, 2021 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case RZN20-72548-BOS, who gave full consideration to the evidence available and recommended approval (5-0, Benson and Waterhouse absent) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

WHEREAS, the case was presented for First Reading for the City Council at their September 1, 2021, meeting; and

WHEREAS, City Council at their September 14, 2021, meeting considered the record of the Zoning Board on Case RZN20-72548-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone the property from the Agricultural (AG-2) zoning district to the Residential Single-Family (RS-1) zoning district. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval of a conventional rezone:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive

Plan, the Land Development Code, and other applicable codes and regulations.

2. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the potential development.
3. Urban services, as defined in the Bonita Springs Comprehensive Plan, are available and adequate to serve the proposed land use.
4. The requested zoning district:
 - a) meets or exceeds all performance and locational standards set forth for potential uses allowed by the request;
 - b) is consistent with the densities, and general uses set forth in the Bonita Springs Comprehensive Plan;
 - c) is compatible with existing uses in the surrounding area;

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of _____, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Carr _____ Corrie _____
Purdon _____ Quaremba _____
Forbes _____ Steinmeyer _____
Gibson _____

Date filed with City Clerk: _____



**City of Bonita Springs Board
for
Land Use Hearings & Adjustments and Zoning Board of Appeals
MINUTES
Tuesday, August 17, 2021
9:00 A.M.**

I. CALL TO ORDER.

Chairman Anthony Rascio called the meeting to order at 9:03 A.M.

II. INVOCATION.

Board Member Russ Winn furnished the invocation.

III. PLEDGE OF ALLEGIANCE.

Chairman Anthony Rascio led the Board in the Pledge of Allegiance.

IV. ROLL CALL.

Members in attendance: Chairman Anthony Rascio, Board Member Bruce Galloway, Board Member Gary Gambrell, Board Member Ben Hershenson, Board Member Russ Winn.

Absent: Board Member Gerald Benson, Board Member Lynda Waterhouse.

V. APPROVAL OF MINUTES: June 29, 2021.

Board Member Ben Hershenson motioned for approval of the minutes; Board Member Russ Winn seconded; motion passed unanimously.

VI. SELECTION OF A VICE-CHAIRMAN.

Chairman Anthony Rascio moved the voting selection until after the Public Hearing and any Public Comments.

VII. PUBLIC HEARINGS.

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

- A. CASE NAME: MEADOWLARK LANE CONVENTIONAL REZONE (RZN20-72548-BOS)

A REQUEST TO REZONE 0.78 ACRES +/- FROM THE AGRICULTURAL (AG-2) DISTRICT TO THE SINGE-FAMILY RESIDENTIAL (RS-1) DISTRICT.

- B. CASE NAME: CROWN LAKE BLVD CONSUMPTION ON PREMISES SPECIAL EXCEPTION (COP21-79002-BOS)

A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE.

VIII. SWEARING IN.

- City Attorney Derek Rooney placed all witnesses under oath.

1. APPLICANT PRESENTATION – CASE A.

Presenters:

Carol Erdman
Dale Smith

- Ms. Carol Erdman and Mr. Dale Smith provided a presentation (copy in Clerk’s file) outlining the request for rezoning their currently vacant property from an Agricultural District to a Single-Family Residential District. The proposed rezoning was stated as consistent with the surrounding zoning designations, and that City zoning staff was in agreement.
- A zoning map was provided to view the area and neighborhood proposed. Two neighborhood meetings were conducted in February 2020 and June 2021. The Applicant provided background of the process taken to resubmit the zoning application.

2. STAFF REPORT.

- Ms. Mary Zizzo, Community Development, asked if the Board would like to view the staff presentation or if any questions could be answered at that time.
- Chairman Anthony Rascio recommended taking a vote after hearing the cogent presentation from the Applicant.
- No Public Comment.
- Item A - Board Member Ben Hershenson entered a motion to approve the Applicant’s rezoning request consistent with the findings of staff; Board Member Bruce Galloway seconded; the motion carried unanimously.

| | |
|-------------------|--|
| RESULT: | PASSED [5-0] |
| MOTION BY: | Ben Hershenson, Board Member |
| SECOND BY: | Bruce Galloway, Board Member |
| AYES: | Galloway, Gambrell, Hershenson, Rascio, Winn |
| NAYS: | None |

3. APPLICANT PRESENTATION – CASE B.

Presenters:

Paula McMichael, Holes Montes

Francesca Passidomo, Coleman, Yovanovich & Koester

- Ms. Paula McMichael provided a presentation (copy in Clerk's file) that summarized the request concerning Crown Lake Blvd. Consumption on Premises/ Arroyal Mall CPD Special Exception.
- An ariel view of the subject site was shown, and history discussed. Future Land Use and Zoning Maps were presented along with the Conceptual Site Plan.
- There are two childcare centers within parcels that are within 500' of the restaurant, but the proposed restaurant and childcare centers would have different peak operating hours. An ariel view was also provided.
- Two public meetings were held in March and July 2021 respectively. One comment received expressed concern of outdoor amplified music. Ms. McMichael stated that as a condition of staff, no outdoor live entertainment would be permitted.
- Staff conditions of approval were reviewed. One condition in question concerned the hours of operation as the owner did not have an end-user at this time; not known if restaurant would be open for breakfast or after midnight. Applicant asked the hours of operation be limited to the hours of operation of the restaurant.
- Chairman Anthony Rascio inquired how many patrons would be anticipated to be seated in the 900 square-foot area. Applicant responded the expectation would be table seating and not bar seating. Chairman Rascio asked about rules of when alcohol could be served. Ms. Francesca Passidomo explained that state-level licensing would dictate, and a condition could be added by staff so that Applicant would work in accordance with state licensing for alcohol and beverage consumption. Chairman Rascio asked for confirmation that the kitchen would remain open at the same time as alcohol service, which was confirmed.
- Ms. McMichael stated that the Applicant was in agreement with the analysis and conditions proposed by staff, with the exception of hours of operation as previously discussed.
- Board Member Ben Hershenson and Chairman Rascio raised questions about the buffering between the restaurant and academy in terms of landscape and egress, which Ms. McMichael addressed.

4. STAFF REPORT.

- Ms. Mary Zizzo stated she would address any questions in lieu of presenting the report if desired. Chairman Anthony Rascio asked if COVID was non-existent, would staff have a different opinion of the outdoor seating as proposed. Ms. Zizzo stated in the affirmative but clarified that this was not analyzed as part of the application. COVID was the changed circumstance for this case.
- Board Members Bruce Galloway and Ben Hershenson questioned whether approval and conditions attached to the property would remain when the property was leased or sold. Ms. Zizzo explained the approval would run with the land unless the restaurant use was left vacant for greater than six months. Ms. Zizzo provided area establishment’s hours of operation in comparison to the proposed hours of the restaurant.
- Board Member Gary Gambrell inquired as to the number of public meetings held to which Ms. Zizzo confirmed that two meetings were held with only one attendee at the first meeting, and none at the second.
- Item B - Board Member Ben Hershenson motioned for the approval of the Applicant’s Special Exception with the condition as proposed by the Applicant to have the same hours for outdoor consumption as the restaurant; Board Member Russ Winn seconded. The motion passed unanimously.

| | |
|-------------------|---|
| RESULT: | PASSED [5-0] |
| MOTION BY: | Ben Hershenson, Board Member |
| SECOND BY: | Russ Winn, Board Member |
| AYES: | Galloway, Gambrell, Hershenson, Rascio , Winn |
| NAYS: | None |

IX. SELECTION OF A VICE-CHAIRMAN.

Board Member Ben Hershenson offered his name for consideration. Board Member Russ Winn stated he recommended Board Member Hershenson for the position. Board Members voted unanimously in favor of Board Member Ben Hershenson’s appointment as Vice-Chairman.

X. ADJOURNMENT.

There being no further items to discuss, Chairman Rascio adjourned the meeting at 9:45 A.M.

Respectfully submitted,

Laurie K. Hamm, Recording Secretary

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

DRAFT

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Staff Report

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III: Recommendation Page AA5

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Attachment A: Residential Use Table and Development Regulations, Chapter 4 Page AA8

Application Backup Page AA17

**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

TYPE OF CASE: REZONE—CONVENTIONAL

CASE NUMBER: RZN20-72548-BOS

HEARING DATE: AUGUST 17, 2021

PLANNER: MARY ZIZZO, ESQ.

I. APPLICATION SUMMARY:

A. Applicant: Carol Erdman

B. Request: A request to rezone 0.78 acres +/- from the Agricultural District (AG-2) to the Single-Family Residential District (RS-1).

C. Location: 28101 Meadowlark Lane, Bonita Springs, Florida, 34135

D. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: Moderate Density Residential
Current Zoning: AG-2 (Agricultural)
Current Use: Vacant

E. Surrounding Land Use:

| <u>Existing Zoning & Land Use</u> | <u>Future Land Use Map</u> |
|--|------------------------------|
| North: Singe-Family Residential (RS-1); Single Family Residence | Moderate Density Residential |
| East: Singe-Family Residential (RS-1); Single Family Residence | Moderate Density Residential |
| South: Agricultural (AG-2); Single Family Residence | Moderate Density Residential |
| West: Agricultural (AG-2); Single Family Residences | Moderate Density Residential |

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The Applicant, the owner of 28101 Meadowlark Lane since 2019, is requesting to rezone one (1) parcel, approximately 33,858 square feet (roughly $\frac{3}{4}$ acre total) from the Agricultural (AG-2) zoning designation to the Single-Family Residential (RS-1) zoning designation to be able to split the lot for the construction of two single-family homes. The parcel is currently vacant.

The purpose for the rezone is to match the existing block pattern and be able to construct two single-family homes. Currently, there are a mix of Agricultural (AG-2) and Single-Family Residential (RS-1) properties with single-family homes constructed throughout the area. This particular lot is wide enough to be able to be split to allow two homes if it is rezoned to Single-Family Residential (RS-1), similar to the rest of the block. The RS-1 zoning designation is defined as follows, per LDC 4-485(a):

RS residential single-family districts. The purpose and intent of the RS residential single-family district is to provide opportunities for the suitable location of detached, conventionally built single-family dwelling units and for facilitation of the proper development and protection of the subsequent use and enjoyment thereof.

The property, if split, would sufficiently satisfy the zoning requirements of the RS-1 zoning designation for lot width, depth and area, as described below:

| | <u>LOT WIDTH</u> | <u>(REQ)</u> | <u>LOT DEPTH</u> | <u>(REQ)</u> | <u>LOT AREA</u> | <u>(REQ)</u> |
|----------|------------------|--------------|------------------|--------------|-----------------|--------------|
| Corner | 100.72' | (90') | 140' | (100') | 14,100sf | (7,500sf) |
| Interior | 79.5' | (75') | 140' | (100') | 11,130sf | (7,500sf) |

When developed, the site would need to meet the requirements of LDC Chapter 3 and LDC Chapter 4 for setbacks, height, lot coverage, drainage, etc.

Surrounding Zoning

The subject property is surrounded by Single-Family Residential (RS-1) and Agricultural (AG-2) properties, constructed with single-family homes. The proposed rezoning is consistent with the surrounding zoning designations.

Staff finds this request consistent with the surrounding zoning.

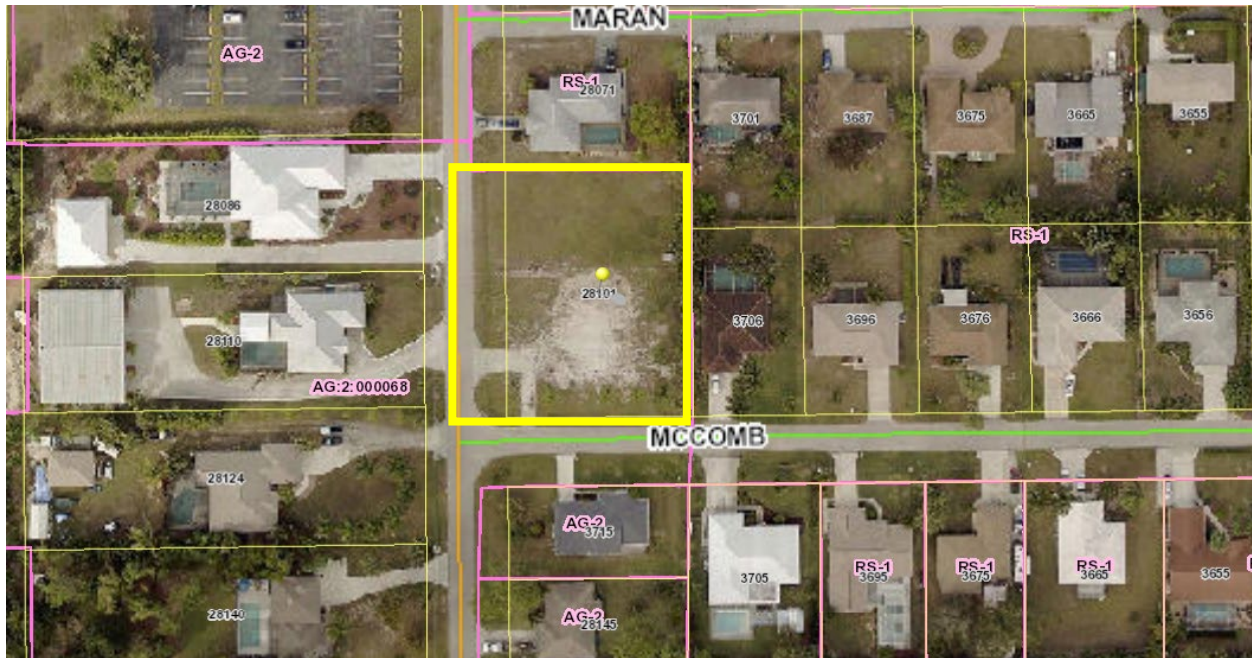


Figure 1: Zoning Map

Source: Energov

Neighborhood Compatibility

The requested rezoning is to allow two single-family residential units on separate parcels. All immediately surrounding properties contain single-family dwelling units on parcels 65-100 feet wide. The proposed lots would be about 80 and 100 feet wide each, if approved.

Staff finds this request compatible with the neighborhood.

Environmental Considerations

There are no environmental concerns on site. The site was previously developed with a single-family residence.

Comprehensive Plan Considerations

The subject properties are located within the Moderate Density Residential future land use category according to the Future Land Use Map of the City of Bonita Springs. The Moderate Density Residential category is described in **Policy 1.1.7** as:

***Policy 1.1.7: Moderate Density Residential** - Intended to accommodate and preserve single-family residential development at a maximum density of up to 5.8 dwelling units per gross acre and approximately 1,977 acres of gross land area in the land use category; planned unit developments at a maximum density of six units per acre; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.*

- a. *Appropriate residential housing types include conventional and modular constructed single-family homes on permanent foundations.*
- b. *Maximum allowable height of structures shall be 35 feet from the base flood elevation to the eaves.*

The rezoning request is consistent with the density permitted for the area. The requested single-family homes, if approved, are appropriate residential housing types within the future land use category.

Conclusion

The requested zoning change is consistent with the zoning designation and the future land use designation of many of the surrounding parcels of the subject property. The request would allow for a lot split in which each parcel would meet the zoning requirements of lot width, depth and area for the Single-Family Residential (RS-1) zoning designation and the designation itself, does not conflict with the surrounding area or the Comprehensive Plan.

III. RECOMMENDATION:

Staff recommends **APPROVAL** of the Applicant’s request to rezone the subject property to the Single-Family Residential (RS-1) zoning district. This recommendation of approval is based on the *Findings & Conclusions* contained herein.

A. Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a conventional rezone, Staff makes the following findings and conclusions, as follows:

1. The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. The request meets or exceeds all performance and locational standards set forth for potential uses allowed by the request;
3. The request is consistent with the densities, intensities and general uses set forth in the Bonita Plan;
4. The request is compatible with existing or planned uses in the surrounding area;
5. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the potential development;
6. The request does not affect environmentally critical areas and natural resources;
7. Public facilities are available and adequate to serve the proposed land use.

IV. SUBJECT PROPERTY

The applicant indicates the STRAP number is: 04-48-25-B1-00012.002A.

V. EXHIBITS

- A. Boundary Survey and Legal Description of the Subject Property, Signed and Sealed by Mark O. Allen, dated May 6, 2021.

VI. ATTACHMENTS

- A. Residential Use Table and Development Regulations, Chapter 4.

NORTH
ARROW

FOUNDATION LOCATION

FIELDBOOK

PAGE

LEGEND

- SET CONC. MON. W/CAP I.D.# 3553
- SET IRON PIN W/CAP I.D.# 3553
- FD. CONC. MON. W/CAP
- FD. CONC. MON.
- FD. IRON PIN
- ASSUMED ELEVATION
- △ BENCHMARK
- R RECORDED
- M MEASURED

CON'T REVERSE SIDE

FINAL SURVEY DATE

LEGAL DESCRIPTION

(AS PROVIDED BY CLIENT)

This is a boundary survey of the following : Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 48 South, Range 25 East; thence South along the West line of the Northeast 1/4, 445 feet to the P.O.B.; thence N 89°41'50" E, 165 feet; thence South 205.25 feet; thence S 89°43'10" W, 165 feet; thence North 205.20 feet to the P.O.B..

The Westerly 25 feet and the Southerly 25 feet being reserved for road right-of-way.

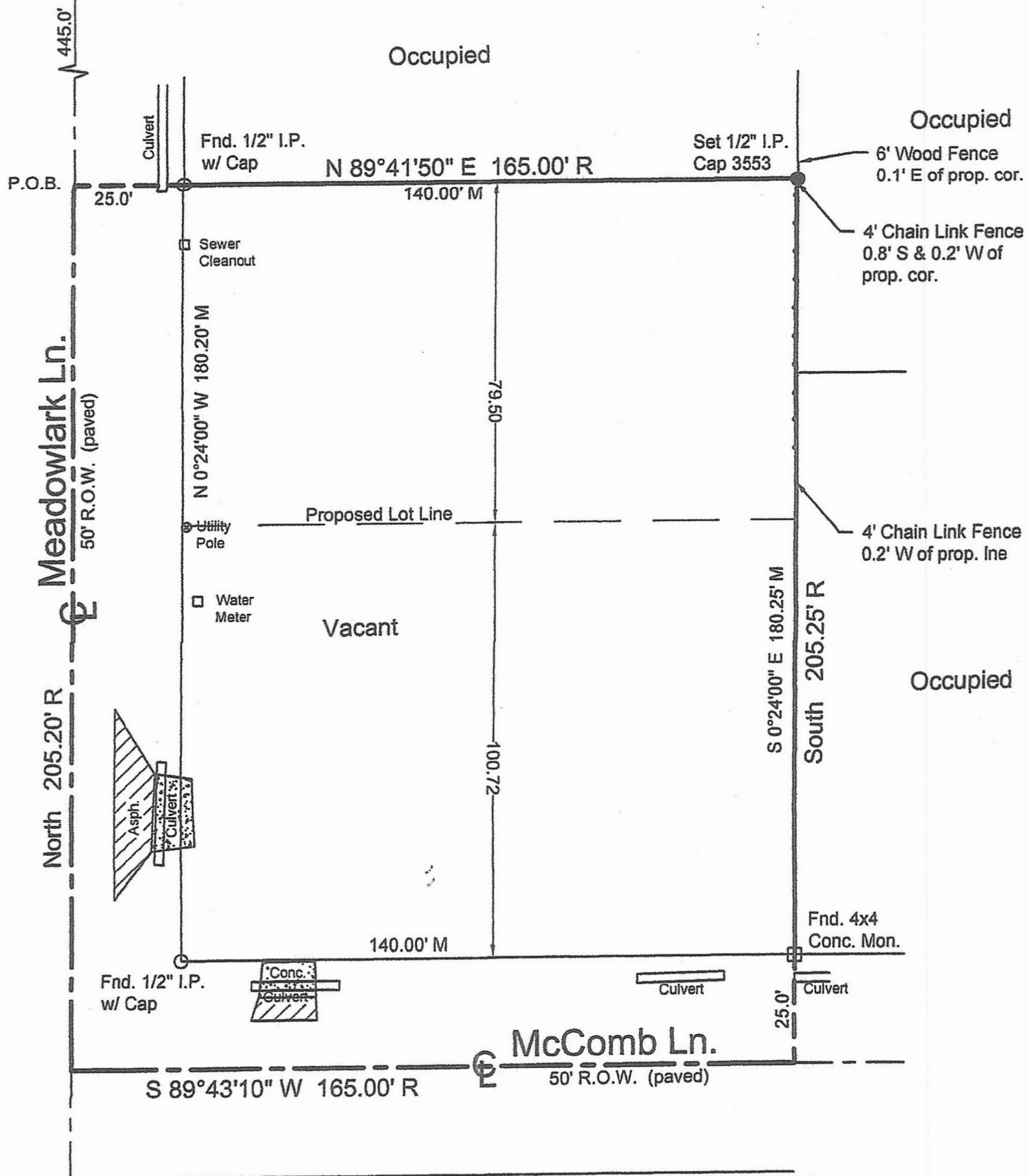
EXHIBIT A

NW Cor. - NE 1/4 -
NW 1/4 - Sec 4 - T
48 S - R 25 E

The property address 28101 Meadowlark Ln. pre County Records.

Occupied

Occupied



NOTES

1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BEARINGS SHOWN HEREON ARE BASED ON Centerline of McComb Ln. being N 89°43'10" E
5. THIS PROPERTY LIES IN FLOOD ZONE X EL n/a PER F.I.R.M. PANEL NO. 12071C0654F, DATED 8/28/2008
6. LAST DATE OF FIELDWORK 5/6/21
7. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the standards of practice set forth by the Florida Board of Land Surveyors, pursuant to Rule 5J-17 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon.

5.6.21
[Signature]
P.L.S.
MARK O. ALLEN P.L.S. #3553
LB #6558

MARK O. ALLEN, INC.
PROFESSIONAL LAND SURVEYOR

FAX: (239) 992-6070
TELE: (239) 992-8900

10602 WOODS CIRCLE
BONITA SPRINGS, FL 34135

DWN. BY
MG

CHK'D BY

ORDERED BY
Carol Erdman

SHEET 1 OF 1

DWG. NO. 2021 - 53

APPENDIX A

LEGEND OF ABBREVIATIONS

A= Arc
APPROX= Approximate
ASPH= Asphalt
AVE= Avenue
BLVD= Boulevard
B.M= Benchmark
C = Centerline
CH= Chord
CALC= Calculated
C.B= Chord Bearing
CBS= Concrete Block Structure
C&GS Coastal and Geodetic Survey
CHK'D= Checked
CMP= Corrugated Metal Pipe
CO= County
CONC= Concrete
COR= Corner
CT= Court
D.E= Drainage Easement
Desc= Description
D.H= Drill Hole
DWN= Drawn
EL or ELEV= Elevation
EOP= Edge of Pavement

EOW= Edge of Water
FB= Fieldbook
FD= Found
FLA= Florida
IP= Iron Pin
LN= Lane
M= Measured
M.E= Maintenance Easement
MH= Manhole
MHW= Mean High Water
MON= Monument
N/A= Not Applicable
NGVD= National Geodetic Vertical Datum
NO= Number
O.R Book= Official Record Book
ORIG= Original
O/S= Offset
P.B= Plat Book
P.C= Point of Curvature
PG= Page
P.I= Point of Intersection
PLS= Professional Land Surveyor
P = Property Line
PLS= Professional Land Surveyor

P.O.B= Point of Beginning
P.O.C= Point of Commencement
P.O.L= Point on Line
PROP= Property
P.T= Point of Tangency
PUE= Public Utility Easement
R= Record or Radius
RAD= Radius
RCP= Reinforced Concrete Pipe
RD= Road
RDL= Radial
RES= Residence
RLS= Registered Land Surveyor
R.O.W= Right of Way
R or RGE= Range
SEC= Section
ST= Street
STY= Story
TOB= Top of Bank
TYP= Typical
T or TWP= Township
UE= Utility Easement
W/= With
Δ= Delta or Benchmark
⊠= Fire Hydrant

Subdivision II. One- and Two-Family Residential Districts

Sec. 4-485. Purpose and intent.

- (a) *RS residential single-family districts.* The purpose and intent of the RS residential single-family district is to provide opportunities for the suitable location of detached, conventionally built single-family dwelling units and for facilitation of the proper development and protection of the subsequent use and enjoyment thereof.
- (b) *TFC residential two-family conservation district.* The purpose and intent of the TFC residential two-family conservation district is to recognize and protect existing two-family residential developments, lots, structures and uses, previously permitted but not conformable to the regulations of the other two-family residential districts set forth in this chapter, and to accommodate residential use of existing lots that were nonconforming under previous zoning regulations. This district is not available for new developments, but may be used only by property owners in existing developments that comply with the property development regulations or by the city council upon its own initiative to achieve the purpose mentioned in this section.
- (c) *TF1 two-family district.* The purpose and intent of the TF1 two-family district is to designate suitable locations for residential occupancy of conventionally built duplex, two-family and single-family dwelling units and to facilitate the proper development and to protect the subsequent use and enjoyment thereof. The TF district is intended for use only within the future urban areas as designated by the comprehensive plan and subject to the range of densities for each land use category accommodating residential uses.

(Ord. No. 06-12; Ord. No. 11-02, § 3(4-691), 1-19-2011)

Sec. 4-486. Applicability of use and property development regulations.

No land, body of water or structure may be used or permitted to be used and no structure may hereafter be erected, constructed, moved, altered or maintained in any one- or two-family residential district for any purpose other than as provided in section 4-488, pertaining to use regulations for one- and two-family residential districts, and section 4-489, pertaining to property development regulations for one and two-family residential districts, except as may be specifically provided for in article VII (nonconformities) of this chapter, or in section 4-406.

(Ord. No. 11-02, § 3(4-692), 1-19-2011)

Sec. 4-487. Property development regulations for nonresidential uses.

- (a) All nonresidential uses in the one- and two-family residential districts shall comply with the minimum lot dimensions, setbacks, maximum lot coverage and height requirements set forth for single-family dwellings in the district in which located, and shall have sufficient lot area to satisfy all open space, buffering, drainage, retention, parking and other development requirements of this chapter and chapter 3.

(b) Exceptions and modifications to property development regulations are set forth in article VI, division 30, of this chapter.

(Ord. No. 06-12; Ord. No. 11-02, § 3(4-693), 1-19-2011)

Sec. 4-488. Use regulations table.

Use regulations for one- and two-family residential districts are as follows:

TABLE 4-488. USE REGULATIONS FOR ONE- AND TWO-FAMILY RESIDENTIAL DISTRICTS

| | Special Notes or Regulations | RSA | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | TFC-1 | TFC-2 | TF-1 |
|--|-------------------------------|---------------------------------|------|------|------|------|------|-------|-------|------|
| Accessory uses, buildings and structures: | 4-923 et seq., 4-2012 et seq. | P | P | P | P | P | P | P | P | P |
| Amateur radio antenna and satellite earth stations | 4-927 | Refer to 4-927 for regulations. | | | | | | | | |
| Animals (equines) | 4-1045 et seq. | - | - | - | - | SE | SE | - | - | - |
| Docks, seawalls | 4-1588 | P | P | P | P | P | P | P | P | P |
| Fences, walls | 4-1841 et seq. | P | P | P | P | P | P | P | P | P |
| Entrance gate, gatehouses | 4-1841 et seq. | P | P | P | P | P | P | P | P | P |
| Nonroofed accessory structures | 4-1894(c)(3) | P | P | P | P | P | P | P | P | P |
| Signs in compliance with chapter 6 | | P | P | P | P | P | P | P | P | P |
| Accessory apartment | Note (1), 4-929 | SE | SE | SE | SE | SE | SE | P | P | - |
| Administrative offices | | P | P | P | P | P | P | P | P | P |
| Aircraft landing facilities, private: | | | | | | | | | | |
| Lawfully existing: | | | | | | | | | | |
| Expansion of aircraft landing strip, or helistop or heliport landing pad | 4-982 et seq. | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| New accessory buildings | 4-982 et seq. | P | P | P | P | P | P | P | P | P |
| New: | | | | | | | | | | |
| Aircraft landing strip and ancillary hangars, sheds, and equipment | 4-982 et seq. | - | - | - | - | - | - | - | - | - |
| Heliport | 4-982 et seq. | - | - | - | - | - | - | - | - | - |
| Helistop | 4-982 et seq. | SE | SE | SE | SE | P | SE | SE | SE | SE |
| Animals and reptiles | | | | | | | | | | |

| | | | | | | | | | | |
|--|------------------------|----------------------------------|-------|--------|-------|-------|-------|-------|-------|--------|
| Keeping, raising or breeding of Class I animals (df) | 4-1045 | - | - | - | SE | SE | SE | - | - | - |
| Keeping, raising or breeding of American alligators, venomous reptiles or Class II animals(df) | 4-1045 | - | SE | SE | SE | SE | SE | | | |
| Assisted living facility | Note (2), 4-1182 | - | - | - | - | - | - | - | - | P |
| Boat ramps | Note (8) | EO/SE | EO/SE | EO/S E | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/S E |
| Clubs, private | | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| Community residential home | | P | P | P | P | P | P | P | P | P |
| Communication facility, wireless | 4-1215 et seq. | Refer to 4-1215 for regulations. | | | | | | | | |
| Consumption on premises | 4-1020 et seq. | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE |
| Community Gardens | Sec. 4-1435 | AA | AA | AA | AA | AA | AA | AA | AA | AA |
| Day care center, adult or child | Note (7) | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| Dwelling unit: | | | | | | | | | | |
| Duplex | | - | - | - | - | - | - | P | P | P |
| Mobile home | | EO | EO | EO | EO | EO | EO | EO | EO | EO |
| Multiple-family building | 4-2095 | - | - | - | - | - | - | - | - | - |
| Single-family residence, conventional | | P | P | P | P | P | P | P | P | P |
| Two-family attached | | - | - | - | - | - | - | - | P | P |
| Townhouse | | - | - | - | - | - | - | - | - | - |
| Zero lot line | | - | - | - | - | - | - | - | - | - |
| Essential services | 4-1362 et seq. | P | P | P | P | P | P | P | P | P |
| Essential service facilities (4-408(c)(13)): | 4-1362 et seq. | | | | | | | | | |
| Group I | 4-1362 et seq., 4-1841 | P | P | P | P | P | P | P | P | P |
| Group II | 4-1362 et seq., 4-1841 | SE | SE | SE | SE | SE | SE | SE | SE | SE |

| | | | | | | | | | | |
|---|----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Excavation: | | | | | | | | | | |
| Oil or gas | 4-1380(c) | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| Water retention | 4-1380(b) | P | P | P | P | P | P | P | P | P |
| Golf course | 4-2037 et seq. Note (9) | EO | EO | EO | EO | EO | EO | EO | EO | EO |
| Guest house | | - | - | - | - | - | - | - | - | - |
| Home care facility | | P | P | P | P | P | P | P | P | P |
| Home occupation: | | | | | | | | | | |
| No outside help | 4-1496(c) | P | P | P | P | P | P | P | P | P |
| With outside help | 4-1496(c) | AA | AA | AA | AA | AA | AA | AA | AA | AA |
| Library | | - | SE | SE | - | - | - | SE | - | - |
| Marina | 4-1587 | EO | EO | EO | EO | EO | EO | EO | EO | EO |
| Models: | | | | | | | | | | |
| Display center | 4-1662 et seq. | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| Model home | 4-1662 et seq. | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE | AA/SE |
| Model unit | 4-1662 et seq. | - | - | - | - | - | - | - | - | - |
| Parking, public | Note (10), 4-1726—1734 | SE | SE | SE | SE | SE | SE | SE | P | P |
| Parks (4-408(c)(30), Group I) | | P | P | P | P | P | P | P | | |
| Place of worship | Note (5) 4-1762 | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE |
| Real estate sales office | Note (6) | SE | SE | SE | SE | SE | SE | - | - | - |
| Recreational facilities: | | | | | | | | | | |
| Personal | | P | P | P | P | P | P | P | P | P |
| Private—on-site | | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE | EO/SE |
| Private—off-site | | EO | EO | EO | EO | EO | EO | EO | EO | EO |
| Religious facilities | Note (3), 4-1762 et seq. | SE | SE | SE | SE | SE | SE | SE | SE | SE |
| Residential accessory uses (4-408(c)(39)) | 4-923 et seq. | P | P | P | P | P | P | P | P | P |
| Schools, noncommercial: | | | | | | | | | | |
| Lee County School District | 4-1970 | P | P | P | P | P | P | P | P | P |

| | | | | | | | | | | |
|--------------------------|---------------------------|----|----|----|----|----|----|---|---|----|
| Other | 4-1970 | SE | SE | SE | SE | SE | SE | - | - | SE |
| Servant's quarters | | - | - | - | - | - | - | - | - | - |
| Social services, Group V | Note (11). 4-2190 et seq. | P | P | P | P | P | P | P | P | P |
| Stable, private | 4-1046 | - | - | - | - | SE | SE | - | - | - |
| Temporary uses | 4-2124 et seq. | P | P | P | P | P | P | P | P | P |

Notes:

- (1) Permitted only when accessory to a lawfully permitted single-family dwelling unit.
- (2) New facilities of 50 or more beds, or the expansion of an existing facility that will bring the number of beds to 50 or more, requires PD zoning. See section 4-272 and Table 4-740.
- (3) Any new facility of ten or more acres or any expansion of an existing facility to ten or more acres, requires PD zoning. See section 4-272 and Table 4-740.
- (4) Accessory buildings and uses (to the main building) may be located closer to the front of the property than the main building but must comply with all other setback requirements for accessory buildings and uses.
- (5) Recreational halls require a special exception approval.
- (6) Real estate sales are limited to sales of lots, homes or units within the development. The location of, and approval for, the real estate sales office will be valid for a period of time not exceeding three years from the date the certificate of occupancy for the sales office is issued. The director may grant one two-year extension. Additional time will require a new special exception approval.
- (7) Family day care home exemption. F.S. 166.0445 exempts family day care homes from needing the special exception. See section 4-195(e)(9).
- (8) Noncommercial only.
- (9) Redevelopment of an existing only golf course with residential buildings or structures requires PD zoning.
- (10) Public parking lots are those owned, operated or maintained by a governmental agency (city, county or state), which may or may not be charged a parking fee, used off-site from other uses adjacent to the public parking lot. Such public parking lots require a special exception approval, which will include the requirements of section 4-1729 through 4-1734 where feasible and practical, as determined in the conditions imposed by city council for this use.
- (11) Community residential homes will be sited in accordance with F.S. ch. 419.

(Ord. No. 03-15; Ord. No. 05-17; Ord. No. 06-12; Ord. No. 07-18, § 1, 11-7-2007; Ord. No. 11-02, § 3(4-694), 1-19-2011; Ord. No. 12-13, § 1(4-694), 8-15-2012; Ord. No. 13-05, § 4-694, 4-3-2013; Ord. No. 16-20, § 1, 12-7-2016; Ord. No. 17-03, § 1, 2-1-2017)

Sec. 4-489. Property development regulations table.

Property development regulations for one- and two-family residential districts are as follows:

TABLE 4-489. PROPERTY DEVELOPMENT REGULATIONS FOR ONE- AND TWO-FAMILY RESIDENTIAL DISTRICTS

| | Special Notes or Regulations | RSA | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | TFC-1 | TFC-2 | TF-1 |
|----------------------------------|-----------------------------------|--|-------|--------|--------|--------|---------|-------|-------|--------|
| Minimum lot area and dimensions: | 4-1921, 4-1922, 4-1841 | | | | | | | | | |
| Single-family detached: | | | | | | | | | | |
| Lot area (square feet) | | 6,500 | 7,500 | 12,500 | 20,000 | 40,000 | 2 acres | 6,000 | 7,500 | 7,500 |
| Lot width (feet) | | 65 | 75 | 100 | 100 | 100 | 130 | 50 | 75 | 75 |
| Lot depth (feet) | | 75 | 100 | 100 | 100 | 100 | 130 | 100 | 100 | 100 |
| Duplex: | | | | | | | | | | |
| Lot area (square feet) | | - | - | - | - | - | - | 6,000 | 7,500 | 10,000 |
| Lot width (feet) | | - | - | - | - | - | - | 50 | 75 | 75 |
| Lot depth (feet) | | - | - | - | - | - | - | 100 | 100 | 100 |
| Two-family attached: | | | | | | | | | | |
| Lot area per unit (square feet) | | - | - | - | - | - | - | - | 3,750 | 12,000 |
| Lot width per unit (feet) | | - | - | - | - | - | - | - | 37.5 | 120 |
| Lot depth (feet) | | - | - | - | - | - | - | - | 100 | 100 |
| Minimum setbacks: | | | | | | | | | | |
| Street (feet) | Note (1) 4-1892 et seq. | Variable according to the functional classification of the street or road. See section 4-1893. | | | | | | | | |
| Side yard (feet): | Notes (1) and (3), 4-1892 et seq. | | | | | | | | | |
| Single-family or duplex | | 6.5 | 7.5 | 10 | 12 | 15 | 15 | 6 | 7.5 | 7.5 |
| Two-family attached | | - | - | - | - | - | - | - | 0/7.5 | 10(2) |
| Rear yard (feet) | Note (1), 4-1892 et seq. | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Water body (feet): | 4-1892 et seq. | | | | | | | | | |

| | | | | | | | | | | |
|--|----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|
| Gulf of Mexico: | | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 |
| Other | | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Special regulations: | | Refer to the section specified for exceptions or additions to the minimum setback requirements listed in this table. | | | | | | | | |
| Animals, reptiles, marine life | 4-1045 et seq. | | | | | | | | | |
| Consumption on premises | 4-1020 et seq. | | | | | | | | | |
| Docks, seawalls, etc. | 4-1588 et seq. | | | | | | | | | |
| Essential services | 4-1362 et seq. | | | | | | | | | |
| Essential service facilities (4-408(c)(13)) | 4-1362 et seq. | | | | | | | | | |
| Fences, walls, gate-houses | 4-1841 et seq. | | | | | | | | | |
| Nonroofed accessory structures | 4-1894(c)(3) | | | | | | | | | |
| Railroad right-of-way | 4-1895 | | | | | | | | | |
| Maximum height (feet) | 4-1871 et seq. | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 |
| | | Note: Special height limitations apply to all uses located within Bonita Beach and the Bonita Beach Road Corridor. See section 4-1874. | | | | | | | | |
| Maximum lot coverage (percent of total lot area) | | 45% | 40% | 40% | 40% | 40% | 40% | 45% | 40% | 45% |

Notes:

- (1) Modifications to required setbacks for collector or arterial streets, or for solar or wind energy purposes, are permitted by variance only. See section 4-1892 et seq.
- (2) Accessory buildings and uses can be located closer to the front of the property than the main building, but must comply with all other setback requirements for accessory building uses.
- (3) No side yard setback required from common side lot line for two-family attached.

(Ord. No. 03-15; Ord. No. 06-12; Ord. No. 07-18, § 1, 11-7-2007; Ord. No. 11-02, § 3(4-695), 1-19-2011; Ord. No. 20-12, § 2, 11-4-2020)

Secs. 4-490—4-516. Reserved.

January 26, 2020

Hi Neighbors,

Although we have already met many of you, let us introduce ourselves to the rest of our future neighbors. I'm Carol Erdman. My husband Dale and I have purchased the land on the corner of McComb and Meadowlark Lanes with my cousin, Desiree Bowden. The address is 28101 Meadowlark Lane. The majority of the properties in the neighborhood are zoned Residential. In order to conform with the rest of the neighborhood, we would like to rezone the property from Agricultural to Residential. Desiree's mom already lives in Naples and Desiree has plans to move to the corner lot and her mom will move in with her. Desiree and I grew up together and this will allow Dale and I to live next to them.

Bonita Springs City code states that we hold two community meetings to keep our neighbors informed of the rezoning process. The first of the two meetings will take place on Tuesday, February 18, 2020 from 5 pm to 6 pm at the Bonita Springs Public Library located at 10560 Reynolds St., Bonita Springs, FL 34135 in the 2nd floor conference room.

We look forward to meeting you!

Carol Erdman

Notes from community meeting 2/18/20

Attendance

Timothy Kolankiewicz
28124 Meadow Lark Ln 34134

Tim asked, about the purpose of this meeting. He was told that we needed to rezone from Ag 2 to RS-1 in order to split the lots. He was in agreement that the lot should be rezoned to the other residential houses in the neighborhood.

Hosting the meeting were:

Carol Erdman owner

Dale Smith Carol's husband

Desiree Bowden Will purchase one lot after larger lot is split into two

Brigitte Bowden Desiree's mother

Applicant's Name: _____ Phone #: _____

Address: _____

E-mail: _____

Project Name: _____

STRAP Number: _____

Application Form: _____ Computer Generated* _____ City Printed

* By signing this application, the applicant affirms that the form has not been altered.

STAFF USE ONLY

Case Number: _____

Date of Application: _____

Fee: _____

Current Zoning: _____

Land Use
Classification(s): _____

Comp. Plan Density: _____

Date of Zoning
Public Hearing: _____

Date of City Council
Public Hearing: _____

Planner Assigned: _____

Staff Recommendation: _____

PART I

APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Name of applicant: _____
Street Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone Number: Area Code: _____ Number: _____ Ext. _____
E-mail: _____

B. Relationship of applicant to property:
_____ Owner _____ Trustee* _____ Option holder*
_____ Lessee* _____ Contract Purchaser*
_____ Other (indicate)* _____

*If applicant is NOT the owner and the application is NOT City-initiated, submit a **notarized** Authorization Form from the owner to the applicant. Label the attachment "Exhibit I-B-1".

* If the application is City-initiated, enter the date the action was initiated by the City Council: _____

Attach a copy of the "green sheet" and a list of all property owners, and their mailing addresses, for all properties within the area described. Names and addresses must be those appearing on the latest tax rolls of Lee County. Label the "green sheet" as "Exhibit I-B-2" and the list as "Exhibit I-B-3".

C. Name of owner of property: _____
Street Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone Number: Area Code: _____ Number: _____ Ext. _____

D. Date property was acquired by present owner(s): _____

E. Is the property subject to a sales contract or sales option? _____ NO _____ YES

F. Are owner(s) or contract purchasers required to file a disclosure form? _____ NO _____ YES. If yes, please complete and submit Exhibit I-F (attached).

G. ___Authorized Agent(s): List names of authorized agents. Attach extra sheet if more space is required

Name: _____
Contact Person: _____
Address: _____
Phone: _____ E-mail: _____

**PART II
GENERAL INFORMATION**

A. Legal Description: Is property within a platted subdivision recorded in official Plat Books of Lee County?

_____ NO. *Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a certified sketch of description as set out in Chapter 5J-17.053, F.A.C., Florida Administrative Code, unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. (labeled Exhibit II-A-2.)*

_____ YES. Property is identified as:

Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____

Submit a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-A-3.

STRAP NUMBER: _____

B. Project Street Address: _____

C. General Location of Property (referenced to major streets) _____

D. Nature of Request: (Check applicable answers)

_____ Rezoning FROM: _____ TO: _____

_____ Special Exception for: _____

E. Property Dimensions

1. Width (average if irregular parcel): _____ Feet

2. Depth (average if irregular parcel): _____ Feet

3. Frontage on road or street: _____ Feet

4. Width along waterbody (If applicable): _____ Feet

5. Total land area: _____ Acres or Square Feet

F. Facilities

1. Fire District: _____

2. Sewer Service Supplier: _____

3. Water Service Supplier: _____

G. Present Use of Property: Is the property vacant? _____ Yes _____ No

Except for City-initiated requests, if the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the use of the building or structure(s) will be in compliance with all applicable requirements of the land development code.

Briefly describe current use of the property: _____

H. Property restrictions: Are there any deed restrictions or other types of covenants or restrictions on the property? _____ Yes _____ No. If yes, submit a copy of the restrictions and a written statement as to how the restrictions may affect the request.

PART III

AFFIDAVIT

I, 04-48-25-B100012.002A, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Carol Erdman
Signature of owner or owner-authorized agent

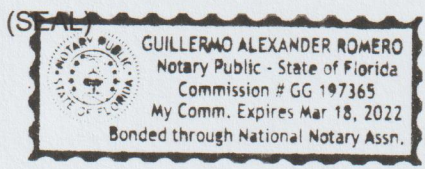
11/25/20
Date:

Carol Erdman

Typed or printed name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was certified and subscribed before me this 25th day of November 2020, by Carol Erdman, who is personally known to me or who has produced as identification. FLDL



Guillermo A. Romero
Signature of notary public
Guillermo A. Romero
Printed name of notary public

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. _____ **CASE NO.** _____

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

| Name and Address | Percentage of Ownership |
|------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

| Name, Address, and Office | Percentage of Stock |
|---------------------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

| Name and Address | Percentage of Interest |
|------------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

| Name and Address | Percentage of Ownership |
|------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)

Percentage of Stock

| Name, Address, & Office (if applicable) | Percentage of Stock |
|---|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

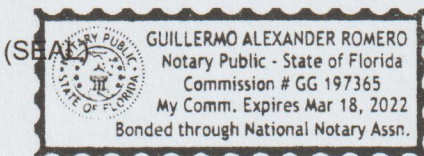
The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: *Carol Erdman*
(Applicant)

Carol Erdman
(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument acknowledged before me this 25th day of November 2020, by Carol Erdman, who is personally known to me or who has produced as identification. FLDL



Guillermo A. Romero
Signature of Notary Public
Guillermo A. Romero
Printed Name of Notary Public



Map Contents

Layer Visibility

- Parcels / Land Records
- Property Sales
- Infrastructure
- Zoning / Development Orders
- Development Orders
- Zoning - County
- Planned Developments
- Incorporated Zoning
- District Boundaries
- Planning Districts
- Jurisdictional Boundaries / Political
- Public Safety
- Natural Resources / Environmental
- Utilities

Parcel Search

Features Selected: 1 Zoom Clear

044825100012002A
 Owner: BLUE, CYNTHIA L TR
 Address: 28101 MEADOWLARK LN
 City: BONITA SPRINGS
 Approx Sqt: 24699

100m
200ft

38/274

AA27

NORTH
ARROW

FOUNDATION LOCATION

FIELDBOOK

PAGE

LEGEND

- SET CONC. MON. W/CAP I.D.# 3553
- SET IRON PIN W/CAP I.D.# 3553
- FD. CONC. MON. W/CAP
- FD. CONC. MON.
- FD. IRON PIN
- ASSUMED ELEVATION
- △ BENCHMARK
- R RECORDED
- M MEASURED

CON'T REVERSE SIDE

FINAL SURVEY DATE

LEGAL DESCRIPTION

(AS PROVIDED BY CLIENT)

This is a boundary survey of the following : Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 48 South, Range 25 East; thence South along the West line of the Northeast 1/4, 445 feet to the P.O.B.; thence N 89°41'50" E, 165 feet; thence South 205.25 feet; thence S 89°43'10" W, 165 feet; thence North 205.20 feet to the P.O.B..

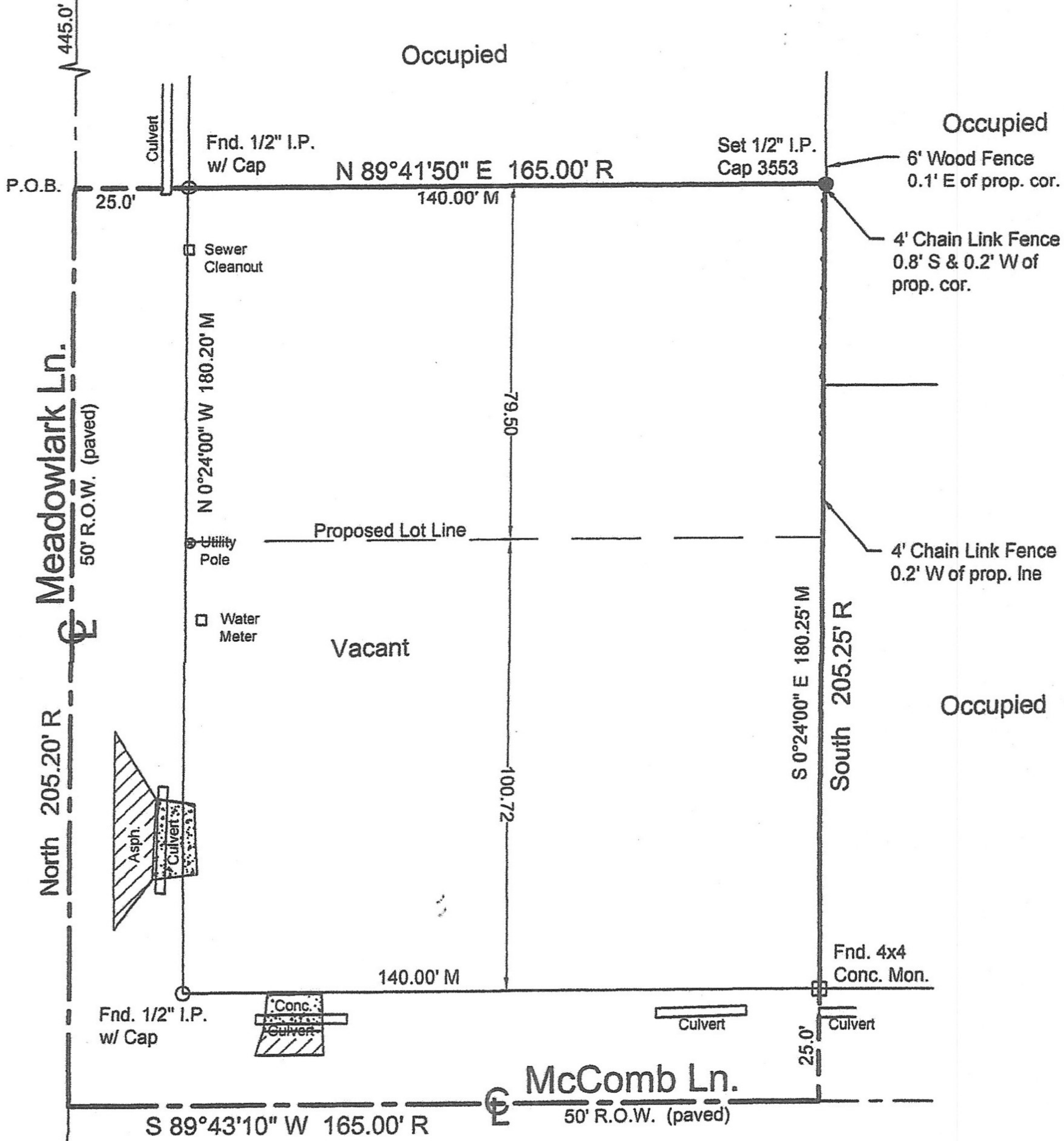
The Westerly 25 feet and the Southerly 25 feet being reserved for road right-of-way.

NW Cor. - NE 1/4 -
NW 1/4 - Sec 4 - T
48 S - R 25 E

The property address 28101 Meadowlark Ln. pre County Records.

Occupied

Occupied



NOTES

1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BEARINGS SHOWN HEREON ARE BASED ON Centerline of McComb Ln. being N 89°43'10" E
5. THIS PROPERTY LIES IN FLOOD ZONE X EL n/a PER F.I.R.M. PANEL NO. 12071C0654F, DATED 8/28/2008
6. LAST DATE OF FIELDWORK 5/6/21
7. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the standards of practice set forth by the Florida Board of Land Surveyors, pursuant to Rule 5J-17 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon.

5/6/21
[Signature]
P.L.S.
MARK O. ALLEN P.L.S. #3553
LB #6558

FAX: (239) 992-6070
TELE: (239) 992-8900

MARK O. ALLEN, INC.
PROFESSIONAL LAND SURVEYOR

10602 WOODS CIRCLE
BONITA SPRINGS, FL 34135

DWN. BY
MG

CHK'D BY

ORDERED BY
Carol Erdman

SHEET 1 OF 1

DWG. NO. 2021 - 53

APPENDIX A

LEGEND OF ABBREVIATIONS

A= Arc
APPROX= Approximate
ASPH= Asphalt
AVE= Avenue
BLVD= Boulevard
B.M= Benchmark
C = Centerline
CH= Chord
CALC= Calculated
C.B= Chord Bearing
CBS= Concrete Block Structure
C&GS Coastal and Geodetic Survey
CHK'D= Checked
CMP= Corrugated Metal Pipe
CO= County
CONC= Concrete
COR= Corner
CT= Court
D.E= Drainage Easement
Desc= Description
D.H= Drill Hole
DWN= Drawn
EL or ELEV= Elevation
EOP= Edge of Pavement

EOW= Edge of Water
FB= Fieldbook
FD= Found
FLA= Florida
IP= Iron Pin
LN= Lane
M= Measured
M.E= Maintenance Easement
MH= Manhole
MHW= Mean High Water
MON= Monument
N/A= Not Applicable
NGVD= National Geodetic Vertical Datum
NO= Number
O.R Book= Official Record Book
ORIG= Original
O/S= Offset
P.B= Plat Book
P.C= Point of Curvature
PG= Page
P.I= Point of Intersection
PLS= Professional Land Surveyor
P = Property Line
PLS= Professional Land Surveyor

P.O.B= Point of Beginning
P.O.C= Point of Commencement
P.O.L= Point on Line
PROP= Property
P.T= Point of Tangency
PUE= Public Utility Easement
R= Record or Radius
RAD= Radius
RCP= Reinforced Concrete Pipe
RD= Road
RDL= Radial
RES= Residence
RLS= Registered Land Surveyor
R.O.W= Right of Way
R or RGE= Range
SEC= Section
ST= Street
STY= Story
TOB= Top of Bank
TYP= Typical
T or TWP= Township
UE= Utility Easement
W/= With
Δ= Delta or Benchmark
⊠= Fire Hydrant

Exhibit IV – D

Rezoning Narrative Statement

Carol Erdman has purchased the land on the corner of McComb and Meadow Lark Lanes. The address is 28101 Meadow Lark Lane. The majority of the properties in the neighborhood are zoned Residential. In order to conform with the rest of the neighborhood, Ms. Erdman would like to rezone the property from Agricultural (Ag2) to Residential (RS-1). Once rezoned, Ms. Erdman intends to split the .57 acre lot into two lots and sell one lot to her cousin, Desiree Bowden. Ms. Bowden has plans to build on the corner lot. Ms. Erdman and her husband Dale will build a single family home on the remaining lot on Meadow Lark Lane.

(a) there exists no error or ambiguity as currently zoned Ag2. (b) The urban services, Fire and Rescue, Water & Sewer Services already service the houses in this neighborhood. (c) There are no errors on the official zoning map. (d) The changing conditions are that, while once agricultural, this neighborhood is currently primarily residential, and this rezoning will conform this property to the residential neighborhood surrounding the land. (e) Because this rezoning will conform the RS-1 neighborhood in which it is located, this rezoning is consistent with the goals and policies and intent of the Bonita Plan. (f) This request meets the locational and performance standards for its proposed residential use including appropriate density and intensity of two single family dwellings. (g) This rezoning will have no negative impact on an environmentally critical area. (h) This request is compatible with the existing surrounding residential use. (i) This request for rezoning will not cause any damage, hazard, nuisance or other detriment to persons or property in the vicinity. (j) Once rezoned, the owner intends to split into two residential lots in accordance with Lee County Land Development and Bonita Springs Land Development Code density and intensity requirements, each with sufficient land to erect a single family dwelling.



Monday, May 24, 2021

City of Bonita Springs
Division of Concurrency
9220 Bonita Beach Road
Suite # 109
Bonita Springs, FL 34135

Re: Potable Water/Sewer Service:

Please be advised that **Carol B. Erdman** has requested potable water and sewer service for the following address:

Strap Number: **04-48-25-B1-00012.002A**
Lot:
Block:
Phase:
Unit Number:
Subdivision:
Service Address: **28101 Meadowlark Lane**

Water and Sewer mains have been installed and are in operation adjacent to the site.
Static water pressure to the project exceeds 20 psi at the point of service.

The company has sufficient capacity of 17.8 m.g.d. at the Water Plant and 11.00 m.g.d. at the Wastewater Plant to provide water and sewer services adjacent to this site.

Application fees have been paid for single residential unit where water and sewer services are currently provided adjacent to this site.

| |
|--|
| ACCOUNT ON RECORD: L002355 – CAROL B. ERDMAN |
|--|

Respectfully,

Lisa Karnow
Customer Service Manager



June 17, 2021

Ms. Carol Erdman
5035 Cedar Springs Dr. Unit 102
Naples, Florida 34110

Re: 28101 Meadowlark Ln Conventional Rezone (RZN20-72548-BOS)

Dear Ms. Erdman:

The Zoning Division has reviewed the information provided and supplemented for the rezoning request referenced above. The application related to the request has been found sufficient and the following language will be drafted for the request:

A request to rezone 0.78 acres +/- from the Agricultural district (AG-2) to the Single-Family Residential District (RS-1).

Please notify the City in writing no later than June 25, 2021, if the above language is sufficient or if changes are requested.

Pursuant to LDC 4-28, the applicant shall conduct a second neighborhood meeting within 30 days after the City has deemed the application to be sufficient.

Please feel free to contact me if you have any questions.
DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Mary Zizzo, Esq.
Planner II

Copy:
Jacqueline Genson, Planning & Zoning Manager
Jay Sweet, City Surveyor
Cynthia Vargas, Planning & Zoning Administrative Assistant

9220 Bonita Beach Road
Suite 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen Hunter
City Manager
(239) 949-6267

Derek Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

Code Enforcement
(239) 949-6257

Parks & Recreation
(239) 992-2556

**Community
Development**
(239) 444-6150

July 19, 2021

Hello Ms. Zizzo, Esq.,

I am submitting this document to satisfy the written summary of the post-sufficiency neighborhood meeting for Rezoning application RZN20-72548-BOS for 28101 Meadowlark Ln.

Logistics of Meeting

Carol Erdman, applicant, held a post-sufficiency neighborhood meeting on Saturday, July 17, 2021 from 4:30 pm to 6 pm at the Bonita Springs Public Library located at 10560 Reynolds St., Bonita Springs, FL 34135. Carol arrived at 4:30 pm and spoke with one attendee, Ed Anderson from 4:55 to 5:10 pm. No one else came to the meeting. An attendance roster is submitted with this summary.

Summary of Presentation

Carol explained that this was the second of two community meetings for rezoning 28101 Meadowlark Lane, Bonita Springs, FL 34134 and this second meeting was being held after the sufficiency letter was issued and before two Bonita Springs Council meetings which will occur over the next few months. Carol is seeking to rezone the lot from Agricultural to Residential. The plan, once rezoning is approved, is to split the property into two lots, building one single family home on each lot.

Attendee Questions, Answers, and Comments

Ed Anderson asked if Carol would be selling either or both lots. Carol indicated that the plan is to build and live on one lot. Her cousin was going to build on the other lot but has since bought a house in Estero, FL. Carol is unsure if she will build on the second lot or sell it. Ed indicated that he is in favor of the rezoning and the lot split and may be interested in purchasing one lot, if available at some time.

Documents Shared with Attendee

Carol shared with Ed a copy of the survey.

Included with this Submission

Attached with this submission are the following items:

- This letter which documents a summary of the post-sufficiency neighborhood meeting including attendee question and answers and comments made.
- The survey previously submitted with the Bonita Springs zoning application which was provided to attendees
- The attendance roster completed by Ed Anderson
- Publisher affidavit indicating posting announcement placed in the Naples Daily News three weeks prior to the neighborhood meeting
- Copy of the map and labels of addresses to whom the mailed notices of the neighborhood meeting was sent

Should you have any questions or need further information, please contact me at 410-925-1069 or cerdman@insitetraining.com

Please let me know when this item can be placed on the Council's meeting.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Carol Erdman". The signature is written in a dark ink and is positioned above the printed name.

Carol Erdman

NORTH
ARROW



FOUNDATION LOCATION

FIELDBOOK

PAGE

LEGEND

- SET CONC. MON. W/CAP I.D.# 3553
- SET IRON PIN W/CAP I.D.# 3553
- F.D. CONC. MON. W/CAP
- F.D. CONC. MON.
- F.D. IRON PIN
- ASSUMED ELEVATION
- ▲ BENCHMARK
- △ RECORDED
- M MEASURED

CON'T REVERSE SIDE

FINAL SURVEY DATE

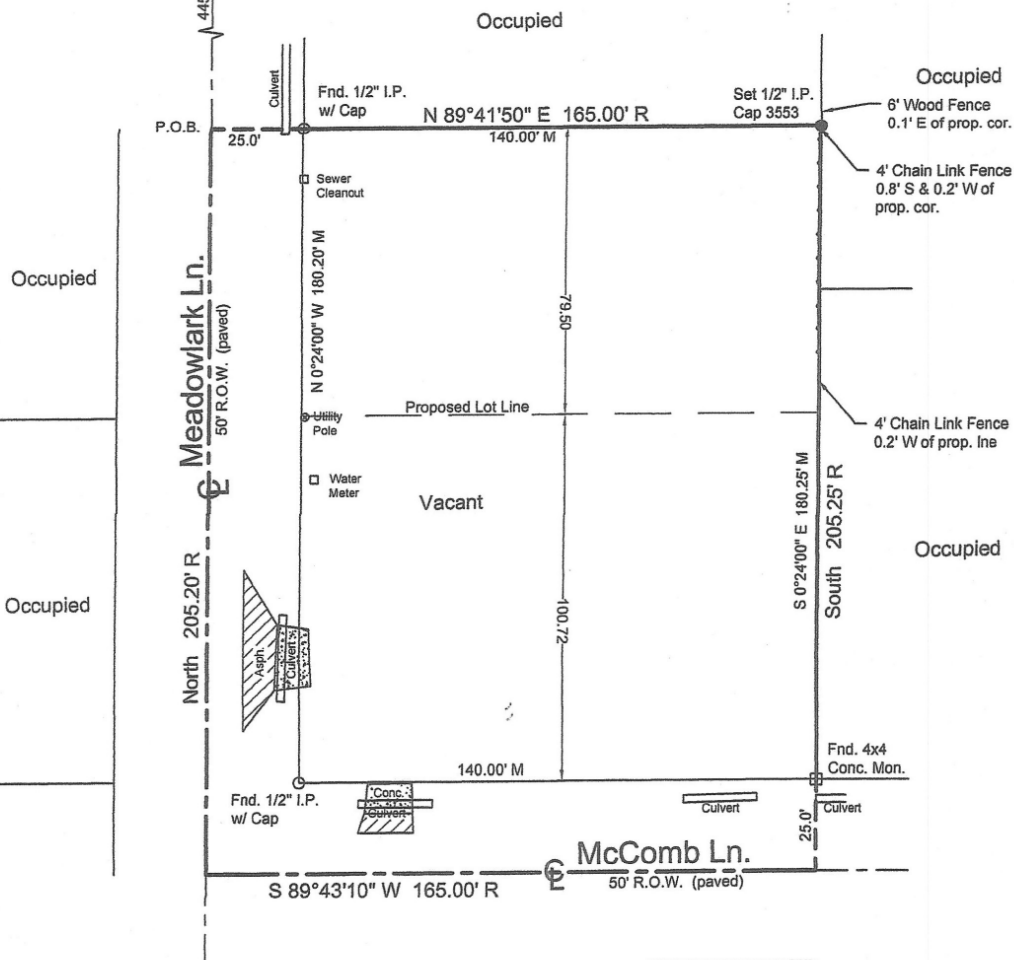
LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)

This is a boundary survey of the following : Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 48 South, Range 25 East; thence South along the West line of the Northeast 1/4, 445 feet to the P.O.B.; thence N 89°41'50" E, 165 feet; thence South 205.25 feet; thence S 89°43'10" W, 165 feet; thence North 205.20 feet to the P.O.B..
The Westerly 25 feet and the Southerly 25 feet being reserved for road right-of-way.

SCALE
1" = 40'

NW Cor. - NE 1/4 -
NW 1/4 - Sec 4 - T
48 S - R 25 E

The property address 28101 Meadowlark Ln. pre County Records.



NOTES

1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE

46/274

I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the standards of practice set forth by the Florida Board of Land Surveyors, pursuant to Rule 5J-17 Florida Administrative Code, and pursuant to Section 472.02 Florida Statutes. There are no visible encroachments other than those shown hereon.

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

ERDMAN, CAROL
5035 CEDAR SPRINGS DR UNIT 102

NAPLES, FL 34110

Community Meeting: 5 - 6 pm
on 7/17/21 at Bonita Springs
Library, 10560 Reynolds St
Bonita Springs FL 34135 at
2nd floor Conference Rm.
The meeting's purpose is to
answer questions about
rezoning 28101 Meadowlark
Lane Bonita Springs FL 34134
from Agricultural use to Resi-
dential use to conform with
the surrounding neighbor-
hood.
June 26, 2021 #4797646

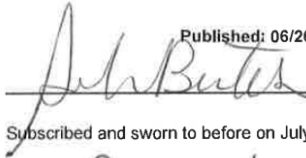
Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as Legal Clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 06/26/2021



Subscribed and sworn to before on July 19, 2021:



Notary, State of WI, County of Brown

6/30/2025
My commission expires

Publication Cost: \$49.00
Ad No: 0004797646
Customer No: 4109251069
PO #:
of Affidavits: 1

AMY KOKOTT
Notary Public
State of Wisconsin

Second Community Meeting 28101 Meadowlark Ln, Bonita Springs Fl 34134

Attendance

Please print your name and address.

Name EQ Anderson
Address 3704 Cartwright Ct Bonita Springs, Fl

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

| OWNER NAME AND ADDRESS | STRAP AND LOCATION | LEGAL DESCRIPTION | MAP INDEX |
|---|---|--|-----------|
| SCHMIDT PAMELA + 28165 MANGO DR BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.0010 28165 MANGO DR BONITA SPRINGS FL 34134 | PARL IN E 1/2 OF W 1/2 OF NW 1/4 DESC OR 1655/1878 LESS 3.0050 | 1 |
| LAGRANGE MARK C TR 5547 MYSTIC BAY BLVD MARBLEHEAD OH 43440 | 04-48-25-B1-00003.0020 28202 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 OF NW 1/4 DESC OR 2060 PG 3364 LESS S 80 FT OF E 150 FT | 2 |
| GINIUNANS JUAN + MIRTHA PO BOX 2407 BONITA SPRINGS FL 34133 | 04-48-25-B1-00003.0050 28175 MANGO DR BONITA SPRINGS FL 34134 | PARL IN E 1/2 OF W 1/2 OF NW 1/4 DESC OR 2249 PG 1665 | 3 |
| WOLF JAMES D & MICHELLE R 28140 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.0120 28140 MEADOWLARK LN BONITA SPRINGS FL 34134 | BEG 25 FT W + 725 FT S OF NE COR OF NW 1/4 OF NW 1/4 TH S 100 FT W 295 FT N 100 | 4 |
| RICHTER RUTH ANN-MIERAS TR 48777 PEBBLE LN NOVI MI 48374 | 04-48-25-B1-00003.0150 28185 MANGO DR BONITA SPRINGS FL 34134 | BEG 635 FT W + 925 FT S OF NE COR NW 1/4 OF NW 1/4 TH E 295 FT S 100 FT W 295 FT | 5 |
| LEONARD ROLAND G + NANCY L 4000 CARPENTER RD ASHTABULA OH 44004 | 04-48-25-B1-00003.0200 28182 MEADOWLARK LN BONITA SPRINGS FL 34134 | BEG 25 FT W + 925 FT S OF NE COR NW 1/4 OF NW 1/4 AS REC IN OR 563 PG 767 | 6 |
| BOYCE AARON L 28170 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.020A 28170 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 OF NW 1/4 DESC IN OR 1512 PG 0978 LESS PARL 3.20B | 7 |
| KACZIREK IMRE 28160 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.020B 28160 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 OF NW 1/4 DESC IN OR 1650 PG 1044 | 8 |
| LEMONT JEROME A + DEE ANN 28224 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.0210 28224 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 OF NW 1/4 DESC OR 1706 PG 2923 + OR 2050/1222 LESS 3.021A | 9 |
| SAYGER JIMMIE L + SUZANNE 28125 MANGO DR BONITA SPRINGS FL 34134 | 04-48-25-B1-00003.0260 28125 MANGO DR BONITA SPRINGS FL 34134 | BEG NE COR OF NW 1/4 OF NW 1/4 W 635 FT TH S 625 FT TO POB TH E 295 FT S 100 | 10 |
| SIMS J REX + PEGGY J PO BOX 2387 BONITA SPRINGS FL 34133 | 04-48-25-B1-00003.026A 28111 MANGO DR BONITA SPRINGS FL 34134 | BEG 635 FT W + 525 FT S OF NE COR OF NW 1/4 OF NW 1/4 TH E 295 FT S 100 FT W 295 | 11 |
| BONITA SPRINGS FIRE CONTROL AN | 04-48-25-B1-00003.40/274 | PARL IN NW 1/4 OF NW 1/4 SEC | 12 |

| | | | |
|---|--|---|----|
| 27701 BONITA GRANDE DR BONITA SPRINGS FL 34135 | 28055 MANGO DR BONITA SPRINGS FL 34134 | 04 E OF MANGO DR DESC OR 590/375 + OR2495/923 | |
| FULLER SHERI 28110 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00004.0000 28110 MEADOWLARK LN BONITA SPRINGS FL 34134 | BEG NE COR NW 1/4 OF NW 1/4 W 25 FT S 525 FT TO POB TH W 295 FT TO 20 FT | 13 |
| KOLANKIEWICZ TIMOTHY + 28124 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00004.0010 28124 MEADOWLARK LN BONITA SPRINGS FL 34134 | FROM NE COR OF NW 1/4 OF NW 1/4 RUN W 25 FT TH S 625 FT FOR POB TH W 295 FT S 100 FT E 295 FT N 100 FT TO POB | 14 |
| WITZEL KENT E TR 28086 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00005.0000 28086 MEADOWLARK LN BONITA SPRINGS FL 34134 | BEG NE COR NW 1/4 OF NW 1/4 W 25 FT S 425 FT TO POB TH W 295 FT TO 20 FT | 15 |
| GEORGE LESLIE JR 245 BEN TIL DR PITTSBURGH PA 15236 | 04-48-25-B1-00006.0000 28087 MANGO DR BONITA SPRINGS FL 34134 | BEG NW COR E 1/2 OF W 1/2 OF NW 1/4 AS REC IN OR 233 PG 184 | 16 |
| YOUNG DAVID M + CHRISTINE H 27210 BAREFOOT LANE BONITA SPRINGS FL 34135 | 04-48-25-B1-00009.0000 3821 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | PARL IN NW1/4 OF NW1/4 AS DESC IN OR1913 PG3994 + OR1914 PG2789 LESS ROW DESC IN DB 269 PG 245 | 17 |
| CHANSLER GARY W 3801 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | 04-48-25-B1-00009.0010 3801 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | FR NE COR NW 1/4 OF NW 1/4 S 25 FT W 225 FT TO POB S 185 FT W 75 FT N 185 FT LESS ROW DESC IN DB 271 PG 450 | 18 |
| GOLF SAFARI INC 3775 BONITA BEACH RD BONITA SPRINGS FL 34134 | 04-48-25-B1-00010.0000 3775 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | PARL IN NW 1/4 OF NW 1/4 DESC IN OR 1719 PG 0742 LESS ROW DESC IN DB 271 PG 72 | 19 |
| FIRST CZ REAL ESTATE LLC PO BOX 1658 BONITA SPRINGS FL 34133 | 04-48-25-B1-00011.0000 3725 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | N 330 FT OF NW 1/4 OF NE 1/4 OF NW 1/4 LESS E 225 FT + LESS N 67 FT + W 25 FT RD R/W + LESS OR 1974 PG 3345 | 20 |
| WESTGATE CENTER LLC 4505 SE COUNTY RD 760 ARCADIA FL 34266 | 04-48-25-B1-00012.0010 3635-3665 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | E225FT OF N330FT OF NW1/4 OF NE1/4 OF NW1/4 LES67FT RD R/W DESC OR2195 PG2301 | 21 |
| SHEEHY WALTRAUT 28071 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.0020 28071 MEADOWLARK LN BONITA SPRINGS FL 34134 | COMM AT NW COR OF NE 1/4 OF NW 1/4 TH S 330 FT TO POB AS REC IN OR 917 PG787 | 22 |
| CYR ROBERT A | 04-48-25-B1-00012.3000 | PARL IN N E 1/4 OF N W 1/4 | 23 |

50/274

AA39

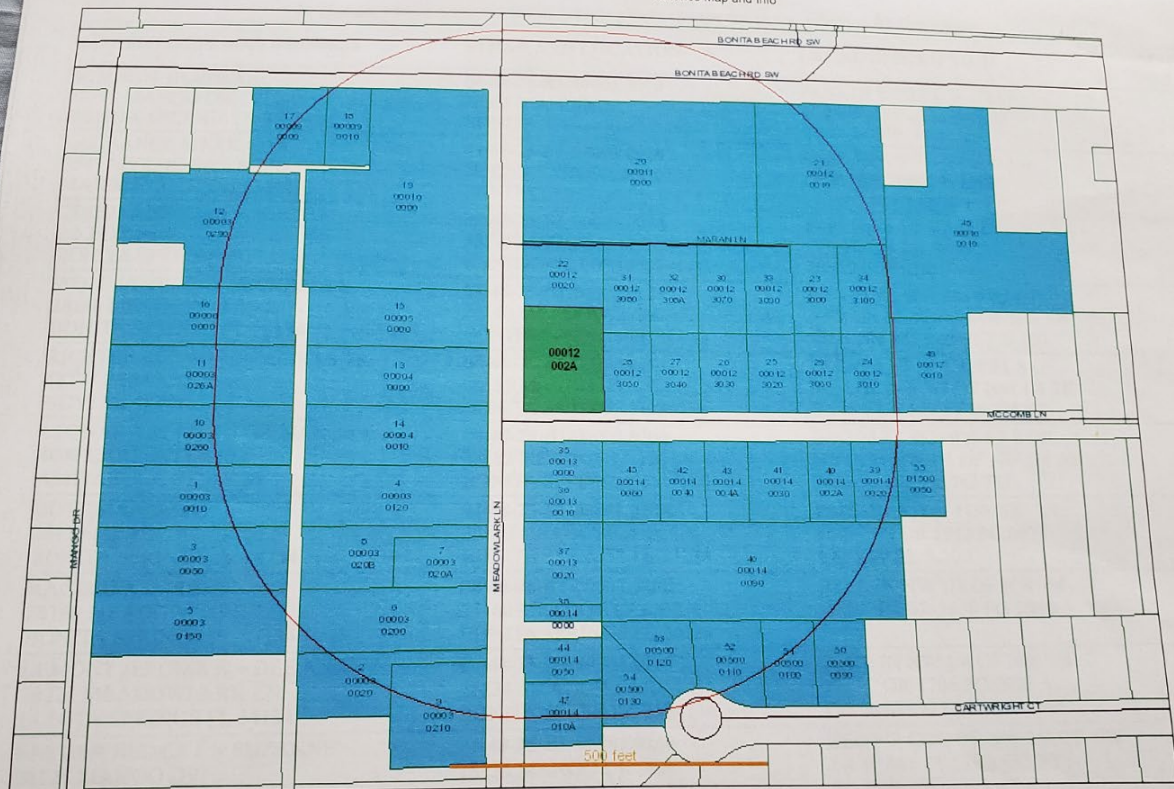
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|--|--|--|----|
| 3655 MARAN LN BONITA SPRINGS FL 34134 | 3655 MARAN LN BONITA SPRINGS FL 34134 | SEC 4 TWP 48 R 25 DESC IN OR 1307 PG 0194 AKA LOT 5 | |
| WHITFIELD PAMELA R 3646 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.3010 3646 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 SEC 04 DESC IN OR 1835 PG 925 LESS S 25 FT RD R/W | 24 |
| HEARNDEN THERESA ANN & 3666 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.3020 3666 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 AS DESC IN OR 1692 PG 187 LESS S 25 FT AKA LOT 9 | 25 |
| KNEIR DONALD EUGENE JR TR 1300 BAYVIEW CIR WESTON FL 33326 | 04-48-25-B1-00012.3030 3676 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 AS DESC IN OR 1513 PG 2354 LESS S 25 FT | 26 |
| TUCKER CHRISTOPHER & 3250 BONITA BEACH RD #205 PBM 130 BAREFOOT BEACH FL 34134 | 04-48-25-B1-00012.3040 3696 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 AS DESC IN OR 1532 PG 1938 LESS S 25 FT | 27 |
| STRAIT ROBERT L 3706 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.3050 3706 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 AS DESC IN OR 1504 PG 748 LT 12 LESS S 25 FT | 28 |
| MOODY WILLIAM MARK & 1025 MILLINGPORT PL NEW LONDON NC 28127 | 04-48-25-B1-00012.3060 3656 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NW 1/4 AS DESC IN OR 1725 PG 3081 LESS S 25 FT | 29 |
| HEIN SIEG 3675 MARAN LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.3070 3675 MARAN LN BONITA SPRINGS FL 34134 | COMM NW COR NE 1/4 OF NW 1/4 TH RUN S ALG W LI OF NE 1/4 OF NW 1/4 330 FT TH | 30 |
| LUTHER KATHY S 6740 HUNTINGTON LK CR 103 NAPLES FL 34119 | 04-48-25-B1-00012.3080 3701 MARAN LN BONITA SPRINGS FL 34134 | FR NW COR OF N E 1/4 OF N W 1/4 RUN S 330 FT TH N89-41-50E 165 FT TO POB CONT N89-41-50E 82.62 FT S0-0-45E 160.12 FT S89-41-50W 82.65 FT N 160.09 FT TO POB AS DESC OR 2024/299 | 31 |
| DAVISON MARK E & NANCY J 3687 MARAN LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.308A 3687 MARAN LN BONITA SPRINGS FL 34134 | FR NW COR OF NE1/4 OF NW1/4 S330FT E248FT TO POB E83FT S160FT W83FT N160FT TO POB | 32 |
| MARAN RENTAL PROPERTIES LLC 3250 BONITA BEACH RD STE 205 PMB 326 BONITA SPRINGS FL 34134 | 04-48-25-B1-00012.3090 3665 MARAN LN BONITA SPRINGS FL 34134 | PARL IN N W 1/4 OF N E 1/4 SEC 4 WP 48 R 25 DESC IN OR 1219 PG 396 | 33 |
| SMITH DAVID M 3645 MARAN LN | 04-48-25-B1-00012.5106 3645 MARAN LN | PARL IN N E 1/4 OF N W 1/4 SEC 04 TWP 48 RGE 25 DESC | 34 |

51/274

AA40

| | | | |
|--|---|---|----|
| BONITA SPRINGS FL 34134 | BONITA SPRINGS FL 34134 | IN OR 1307 PG 195 AKA LT 6 | |
| PARANDJUK PETER A 9312 NW 63RD CT PARKLAND FL 33067 | 04-48-25-B1-00013.0000 3715 MCCOMB LN BONITA SPRINGS FL 34134 | BEG 25 FT E + 25 FT S OF NW COR S 1/2 OF NE 1/4 OF NW 1/4 TH S + PARL W LI | 35 |
| BONITA SPRINGS RENTALS 1 LLC 28360 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00013.0010 28145 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NE 1/4 OF NW 1/4 AS DESC IN OR 1952 PG 930 1/4 OF NW 1/4 TH S 70 FT E | 36 |
| BOYCE MARCIA A TR 3810 ZARING MILL CIRCLE LOUISVILLE KY 40241 | 04-48-25-B1-00013.0020 28165 MEADOWLARK LN BONITA SPRINGS FL 34134 | PARL IN NW1/4 DESC OR 2501 PG 3287 | 37 |
| INTERSTATE GOLF CART SERVICE W142N6589 MEMORY RD MENOMONEE FALLS WI 53051 | 04-48-25-B1-00014.0000 RIGHT OF WAY BONITA SPRINGS FL | S 25 FT OF W 165 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS W 25 FT ROW | 38 |
| HAPPEL KATHERINE ELISE 3645 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00014.0020 3645 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NE 1/4 OF NW 1/4 AS DESC IN OR 1958 PG 2299 | 39 |
| JEFF HAYDEN LLC 6834 TIFFANY CIR CANTON MI 48187 | 04-48-25-B1-00014.002A 3655 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN NE 1/4 OF NW 1/4 AS DESC IN OR 1958 PG 2298 | 40 |
| CIPKAR WILLIAM + M ROSE 6601 SOUTHSIDE RD AMHERSTBURG ON N9V 0C8 CANADA | 04-48-25-B1-00014.0030 3665 MCCOMB LN BONITA SPRINGS FL 34134 | BEG 411 FT ELY ON N LI FR NW COR OF S 1/2 OF NE 1/4 OF NW 1/4 AS REC OR 206/50 | 41 |
| MCCOMB LANE LLC 3695 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00014.0040 3695 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN SW 1/4 OF NE 1/4 OF NW 1/4 DESC OR 1142 PG 689 LESS OR 1565/1034 | 42 |
| WITTROCK KENNETH W & 3675 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00014.004A 3675 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN SW 1/4 OF NE 1/4 OF NW 1/4 OF SEC 4 DESC IN OR 1565 PG 1034 | 43 |
| WAGNER RANDAL S + CLAUDIA M 28215 MEADOWLARK LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00014.0050 28195 MEADOWLARK LN BONITA SPRINGS FL 34134 | BEG AT A PT 330 FT S OF NW COR OF S 1/2 OF NE 1/4 OF NW 1/4 TH E 161 FT S 95 FT | 44 |
| VAYDA ROBERT A + LINDA S 3705 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00014.0060 3705 MCCOMB LN BONITA SPRINGS FL 34134 | BEG 165 FT E OF NW COR OF S 1/2 OF NE 1/4 OF NW 1/4 AS REC IN OR 658 PG 767 | 45 |
| HIGBY RENATE G 28181 MEADOWLARK LN | 04-48-25-B1-00014.0090 28181 MEADOWLARK LN | PARL IN S 1/2 OF NE 1/4 OF NW 1/4 AS DESC IN | 46 |

| | variance map and info | |
|---|---|--|
| BONITA SPRINGS FL 34134 | BONITA SPRINGS FL 34134 | OR 1821 PG 4021 |
| ARCA11 LLC 224 OLD TAMIAMI TR NAPLES FL 34110 | 04-48-25-B1-00014.010A 28215 MEADOWLARK LN BONITA SPRINGS FL 34134 | FR NW COR OF NE 1/4 OF NW 1/4 RUN S ALG W LINE 1075.8 FT FOR POB TH CONT 47 |
| 3601 BONITA BEACH ROAD LLC 990 1SY AVE S STE 200 NAPLES FL 34102 | 04-48-25-B1-00016.0010 3601 BONITA BEACH RD SW BONITA SPRINGS FL 34134 | PARL LOC IN THE W 1/2 OF NE 1/4 OF NE 1/4 OF NW 1/4 + POR DESC IN OR 48 3880 PG 3385 |
| ESPOSITO BASILIO 3616 MCCOMB LN BONITA SPRINGS FL 34134 | 04-48-25-B1-00017.0010 3616 MCCOMB LN BONITA SPRINGS FL 34134 | PARL IN SEC 4 TWP 48 R 25 DESC IN OR 1250 PG 120 LESS E 191.20 FT LESS N 10 FT 49 |
| DAMBROSIO PENINNAH A TR 3644 CARTWRIGHT CT BONITA SPRINGS FL 34134 | 04-48-25-B1-00500.0090 3644 CARTWRIGHT CT BONITA SPRINGS FL 34134 | CARTWRIGHTS SUBDIVISION PB 35 PG 21 LOT 9 50 |
| HOWARD JESSE C 15910 OLD 41 N UNIT 230 NAPLES FL 34110 | 04-48-25-B1-00500.0100 3660 CARTWRIGHT CT BONITA SPRINGS FL 34134 | CARTWRIGHTS SUBDIVISION PB 35 PG 21 LOT 10 51 |
| FLICEK VERNON F + 3674 CARTWRIGHT CT BONITA SPRINGS FL 34134 | 04-48-25-B1-00500.0110 3674 CARTWRIGHT CT BONITA SPRINGS FL 34134 | CARTWRIGHTS SUBDIVISION PB 35 PG 21 LOT 11 52 |
| RHODEBACK KEVIN L + SANDRA Y 3690 CARTWRIGHT CT BONITA SPRINGS FL 34134 | 04-48-25-B1-00500.0120 3690 CARTWRIGHT CT BONITA SPRINGS FL 34134 | CARTWRIGHTS SUBDIVISION PB 35 PG 21 LOT 12 53 |
| ANDERSON EDWARD C 3704 CARTWRIGHT CT BONITA SPRINGS FL 34134 | 04-48-25-B1-00500.0130 3704 CARTWRIGHT CT BONITA SPRINGS FL 34134 | CARTWRIGHTS SUBDIVISION PB 35 PG 21 LOT 13 54 |
| MEINEN JOHN & PO BOX 413 BAYFIELD ON N0M 1G0 CANADA | 04-48-25-B1-01500.0050 3601 MCCOMB LN BONITA SPRINGS FL 34134 | SPENGER S/D PB 48 PG 48 LOT 5 55 |



Date of Report: June 17, 2021

Buffer Distance: 500 feet

Parcels Affected: 55

Subject Parcel: 04-48-25-B1-00012.002A

54/274

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

AA43



AFFIDAVIT OF POSTING NOTICE

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

INSTRUCTIONS

A zoning sign must be posted on the parcel subject to any zoning application for a minimum of fifteen CALENDAR (15) days in advance of a Public Hearing and maintained through the City of Bonita Springs Public Hearing, if any. This sign will be provided by the Zoning Division in the following manner:

- a. Signs for case # _____ must be posted by _____.
- b. The sign must be erected in full view of the public, not more than five (5) feet from the nearest right-of-way or easement.
- c. The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or pother structure. The sign may not be affixed to a tree or other foliage.
- d. The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
- e. If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.
- f. The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

When a parcel abuts more than one (1) street, the applicant must post signs along each street. When a subject parcel does not front a public road, the applicant must post the sign at a point on a public road which leads to the property, and the sign must include a notation which generally indicates the distance and direction to the parcel boundaries and the dimensions of the parcel.

NOTE: AFTER THE SIGN HAS BEEN POSTED, THE AFFIDAVIT OF THE POSTING NOTICE, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO CITY OF BONITA SPRINGS ZONING DIVISION, 9220 BONITA BEACH ROAD, SUITE 109, BONITA SPRINGS, FL 34135.

(Return the completed Affidavit below to the Zoning Division as indicated in previous paragraph.)

STATE OF FLORIDA
COUNTY OF LEE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Carol Erdman
WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPER NOTICE AS REQUIRED BY SECTION 4-
229(B) OF THE CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN
THE ZONING APPLICATION REFERENCED BELOW:

Carol Erdman

SIGNATURE OF APPLICANT OR AGENT

Carol Erdman

NAME (TYPED OR PRINTED)

5035 Cedar Springs Dr 102
ST. OR P.O. BOX

Naples FL 34110
CITY, STATE & ZIP

STATE OF FLORIDA
COUNTY OF LEE

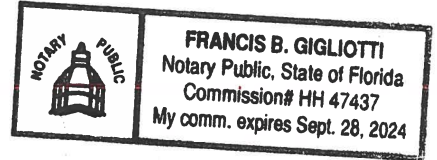
The foregoing instrument was sworn to and subscribed before me this 3RD day of AUGUST, 2021,
by CAROL ERDMAN, personally known to me or who produced
FLDL # E 635-117-00-1000 as identification and who did/did not take oath.
END 89-16

Francis B. Gigliotti

Signature of Notary Public

FRANCIS B. GIGLIOTTI

Printed Name of Notary Public



My Commission Expires:
(Stamp with serial number)

**CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: RZN20-72548-BOS**

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mary Zizzo, Planner**, at **(239) 444-6162**, or **mzizzo@cityofbonitaspringscd.org**. Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

<http://cityofbonitasprings.org/cms/one.aspx?pagelid=13788499>

| | |
|---|--|
| <p>Zoning Board of Adjustments: August 17, 2021 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135</p> | <p>City Council: <i>First Reading:</i> September 1, 2021 at 5:30pm (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135</p> <p><i>Second Reading:</i> September 15, 2021 at 9:00am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135</p> |
|---|--|

CASE NUMBER: RZN20-72548-BOS

CASE NAME: Meadowlark Lane Conventional Rezone

REQUEST: A request to rezone 0.78 acres +/- from the Agricultural (AG-2) district to the Single-Family Residential (RS-1) district.

LOCATION: The subject property is located at 28101 Meadowlark Ln, Bonita Springs FL 34135. STRAP: 04-48-25-B1-00012.002A

Any person requiring special accommodations at any of the meetings because of a disability or physical impairment should contact Lisa Roberson, Finance Director, at 239-949-6262, at least 48 hours prior to the meeting. If a person decides to appeal a decision made by the council in any matter considered at this meeting/hearing, such person may need to ensure that a verbatim record of the proceeding is to be made, to include the testimony and evidence upon which any such appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

Support X Oppose

Application: RZN20-72548-BOS, Meadowlark Ln Rezone

DATE: 7-28-21
NAME: Sims LLC PHONE: 2-39-992-8003
ADDRESS: PO Box 2387 CITY/STATE/ZIP: BONITA SPRINGS 34135
J REY SIMS

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

| | |
|---|-----------------------|
| I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are: | |
| NAME: _____ | PHONE: _____ |
| ADDRESS: _____ | CITY/STATE/ZIP: _____ |

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from the court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

Support Oppose

Application: RZN20-72548-BOS, Meadowlark Ln Rezone

DATE: 27 July 2021
NAME: Ed Anderson PHONE: 239 405 8938
ADDRESS: 3704 Cartwright Ct CITY/STATE/ZIP: Bonita Springs FL 34134

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

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| NAME: _____ | PHONE: _____ |
| ADDRESS: _____ | CITY/STATE/ZIP: _____ |

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from the court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

REQUESTED MOTION: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE AT 27940 CROWN LAKE BLVD., BONITA SPRINGS, FL, 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Esq., Planner II, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: No

BACKGROUND: The requested special exception (COP21-79002-BOS) is to allow for 900 square feet of outdoor consumption on premises at 27940 Crown Lake Blvd., the previous site of Perkins Restaurant, in association with a Group III restaurant use. LDC 4-1023 requires a special exception for outdoor consumption on premises for restaurants within 500 feet of a child day care center. This site is located within 500 feet of two child day care centers based on the process of measuring as defined in the LDC.

The Zoning Board for Land Use Adjustments reviewed the request on August 17, 2021, and voted 5-0 to approve the special exception request, as conditioned and amended within the Zoning Board Hearing. The Board voted to recommend approval consistent with the condition requested by the Applicant to match the hours of operation of the restaurant for the indoor and outdoor seating areas. These conditions are outlined in the draft Zoning Resolution provided.

To conserve paper and resources, the full application backup will be viewable online only with the full agenda packet. Please contact the Clerk's Office for paper copy requests.

STAFF RECOMMENDATION: Approve the request as conditioned.

ATTACHMENTS:

1. Draft Zoning Resolution
2. Zoning Board Meeting Minutes from 8-17-2021
3. Staff Report

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 21-__

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE AT 27940 CROWN LAKE BLVD., BONITA SPRINGS, FL, 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, WF PP Realty, LLC, requests 900 square feet of outdoor consumption on premises in association with a Group III Restaurant; and

WHEREAS, the subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL, 34135; and

WHEREAS, LDC Section 4-1023 requires a special exception for outdoor consumption on premises within 500 feet of a child day care center, measured from any public entrance or exit of the establishment in a straight line to the nearest property line of the child day care center; and

WHEREAS, two child day care centers are located within 500 feet of the proposed location of outdoor consumption on premises, 27970 Crown Lake Blvd., and 8951 Bonita Beach Road; and

WHEREAS, a Public Hearing was advertised and heard on August 17, 2021, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case COP21-79002-BOS who recommended unanimous approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, City Council at their September 14, 2021, meeting considered the record of the Zoning Board on Case COP21-79002-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request for a special exception with the following conditions:

Conditions:

1. This 4-COP approval is for outdoor consumption on premises in the seating area shown on the site plan, limited to 900 square feet maximum (Exhibit A).
2. The outdoor area shall be fenced to separate parking lot traffic and seated patrons.
3. The permitted hours of operation are limited to those of the restaurant.
4. Any expansion beyond what is shown on the site plan may require additional approvals and/or infrastructure upgrades, including (but not limited to) additional restroom facilities, parking and additional site improvements.
5. There shall be no live entertainment in the outdoor area.
6. The sale and service of alcoholic beverages will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.
7. The kitchen shall stay open during all hours of operation.
8. The Applicant will coordinate with Bonita Springs Utilities (BSU) regarding any grease retention infrastructure that may be required, prior to the City issuing a COP permit. If no grease retention infrastructure is required, the Applicant will provide a letter to the City from BSU stating such, as part of the COP permit signoff process.
9. The Bonita Springs Noise Control Ordinance remains in full force and effect.

Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of a special exception, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a. meets or exceeds all *applicable* performance and locational standards set forth for the proposed use;

- b. is consistent with the Goals, Objectives, Policies, and intent set forth in the City's Comprehensive Plan;
- c. is compatible with existing or planned uses in the surrounding area;
- d. will not cause damage, hazard, nuisance or other detriment to persons or property;
- e. will not have an adverse effect on surrounding properties;
- f. will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.

SECTION TWO: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this resolution the record hearing attachments and exhibits considered as part of the application as follows:

ATTACHMENTS:

- A. Legal Description of the Subject Property

EXHIBITS:

- A. Proposed Site Plan

SECTION THREE: EFFECTIVE DATE

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 14th day of September, 2021.

AUTHENTICATION:

| | |
|-------|------------|
| Mayor | City Clerk |
|-------|------------|

APPROVED AS TO FORM: _____
City Attorney

Vote:

| | |
|--------|------------|
| Carr | Corrie |
| Purdon | Quaremba |
| Forbes | Steinmeyer |
| Gibson | |

Date filed with City Clerk: _____

ATTACHMENT A

**EXHIBIT II-A-1
LEGAL DESCRIPTION**

Lot 9, Arroyal Mall, according to the plat thereof recorded in Plat Book 55, Page 43 of the public records of Lee County, Florida.



**City of Bonita Springs Board
for
Land Use Hearings & Adjustments and Zoning Board of Appeals
MINUTES
Tuesday, August 17, 2021
9:00 A.M.**

I. CALL TO ORDER.

Chairman Anthony Rascio called the meeting to order at 9:03 A.M.

II. INVOCATION.

Board Member Russ Winn furnished the invocation.

III. PLEDGE OF ALLEGIANCE.

Chairman Anthony Rascio led the Board in the Pledge of Allegiance.

IV. ROLL CALL.

Members in attendance: Chairman Anthony Rascio, Board Member Bruce Galloway, Board Member Gary Gambrell, Board Member Ben Hershenson, Board Member Russ Winn.

Absent: Board Member Gerald Benson, Board Member Lynda Waterhouse.

V. APPROVAL OF MINUTES: June 29, 2021.

Board Member Ben Hershenson motioned for approval of the minutes; Board Member Russ Winn seconded; motion passed unanimously.

VI. SELECTION OF A VICE-CHAIRMAN.

Chairman Anthony Rascio moved the voting selection until after the Public Hearing and any Public Comments.

VII. PUBLIC HEARINGS.

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

A. CASE NAME: MEADOWLARK LANE CONVENTIONAL REZONE (RZN20-72548-BOS)

A REQUEST TO REZONE 0.78 ACRES +/- FROM THE AGRICULTURAL (AG-2) DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) DISTRICT.

B. CASE NAME: CROWN LAKE BLVD CONSUMPTION ON PREMISES SPECIAL EXCEPTION (COP21-79002-BOS)

A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE.

VIII. SWEARING IN.

- City Attorney Derek Rooney placed all witnesses under oath.

1. APPLICANT PRESENTATION – CASE A.**Presenters:**

Carol Erdman

Dale Smith

- Ms. Carol Erdman and Mr. Dale Smith provided a presentation (copy in Clerk's file) outlining the request for rezoning their currently vacant property from an Agricultural District to a Single-Family Residential District. The proposed rezoning was stated as consistent with the surrounding zoning designations, and that City zoning staff was in agreement.
- A zoning map was provided to view the area and neighborhood proposed. Two neighborhood meetings were conducted in February 2020 and June 2021. The Applicant provided background of the process taken to resubmit the zoning application.

2. STAFF REPORT.

- Ms. Mary Zizzo, Community Development, asked if the Board would like to view the staff presentation or if any questions could be answered at that time.
- Chairman Anthony Rascio recommended taking a vote after hearing the cogent presentation from the Applicant.
- No Public Comment.
- Item A - Board Member Ben Hershenson entered a motion to approve the Applicant's rezoning request consistent with the findings of staff; Board Member Bruce Galloway seconded; the motion carried unanimously.

| | |
|-------------------|--|
| RESULT: | PASSED [5-0] |
| MOTION BY: | Ben Hershenson, Board Member |
| SECOND BY: | Bruce Galloway, Board Member |
| AYES: | Galloway, Gambrell, Hershenson, Rascio, Winn |
| NAYS: | None |

3. APPLICANT PRESENTATION – CASE B.

Presenters:

Paula McMichael, Holes Montes

Francesca Passidomo, Coleman, Yovanovich & Koester

- Ms. Paula McMichael provided a presentation (copy in Clerk's file) that summarized the request concerning Crown Lake Blvd. Consumption on Premises/ Arroyal Mall CPD Special Exception.
- An ariel view of the subject site was shown, and history discussed. Future Land Use and Zoning Maps were presented along with the Conceptual Site Plan.
- There are two childcare centers within parcels that are within 500' of the restaurant, but the proposed restaurant and childcare centers would have different peak operating hours. An ariel view was also provided.
- Two public meetings were held in March and July 2021 respectively. One comment received expressed concern of outdoor amplified music. Ms. McMichael stated that as a condition of staff, no outdoor live entertainment would be permitted.
- Staff conditions of approval were reviewed. One condition in question concerned the hours of operation as the owner did not have an end-user at this time; not known if restaurant would be open for breakfast or after midnight. Applicant asked the hours of operation be limited to the hours of operation of the restaurant.
- Chairman Anthony Rascio inquired how many patrons would be anticipated to be seated in the 900 square-foot area. Applicant responded the expectation would be table seating and not bar seating. Chairman Rascio asked about rules of when alcohol could be served. Ms. Francesca Passidomo explained that state-level licensing would dictate, and a condition could be added by staff so that Applicant would work in accordance with state licensing for alcohol and beverage consumption. Chairman Rascio asked for confirmation that the kitchen would remain open at the same time as alcohol service, which was confirmed.
- Ms. McMichael stated that the Applicant was in agreement with the analysis and conditions proposed by staff, with the exception of hours of operation as previously discussed.
- Board Member Ben Hershenson and Chairman Rascio raised questions about the buffering between the restaurant and academy in terms of landscape and egress, which Ms. McMichael addressed.

4. STAFF REPORT.

- Ms. Mary Zizzo stated she would address any questions in lieu of presenting the report if desired. Chairman Anthony Rascio asked if COVID was non-existent, would staff have a different opinion of the outdoor seating as proposed. Ms. Zizzo stated in the affirmative but clarified that this was not analyzed as part of the application. COVID was the changed circumstance for this case.
- Board Members Bruce Galloway and Ben Hershenson questioned whether approval and conditions attached to the property would remain when the property was leased or sold. Ms. Zizzo explained the approval would run with the land unless the restaurant use was left vacant for greater than six months. Ms. Zizzo provided area establishment’s hours of operation in comparison to the proposed hours of the restaurant.
- Board Member Gary Gambrell inquired as to the number of public meetings held to which Ms. Zizzo confirmed that two meetings were held with only one attendee at the first meeting, and none at the second.
- Item B - Board Member Ben Hershenson motioned for the approval of the Applicant’s Special Exception with the condition as proposed by the Applicant to have the same hours for outdoor consumption as the restaurant; Board Member Russ Winn seconded. The motion passed unanimously.

| | |
|-------------------|---|
| RESULT: | PASSED [5-0] |
| MOTION BY: | Ben Hershenson, Board Member |
| SECOND BY: | Russ Winn, Board Member |
| AYES: | Galloway, Gambrell, Hershenson, Rascio , Winn |
| NAYS: | None |

IX. SELECTION OF A VICE-CHAIRMAN.

Board Member Ben Hershenson offered his name for consideration. Board Member Russ Winn stated he recommended Board Member Hershenson for the position. Board Members voted unanimously in favor of Board Member Ben Hershenson’s appointment as Vice-Chairman.

X. ADJOURNMENT.

There being no further items to discuss, Chairman Rascio adjourned the meeting at 9:45 A.M.

Respectfully submitted,

Laurie K. Hamm, Recording Secretary

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

DRAFT

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| II: Background & Informational Analysis | Page BB3 |
| III: Recommendation | Page BB9 |
| Attachment A: Legal Description of the Subject Property | Page BB11 |
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| Application Backup | Page BB13 |

**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

PROJECT NAME: CROWN LAKE BLVD. CONSUMPTION ON PREMISES

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: COP21-79002-BOS

HEARING DATE: AUGUST 17, 2021

PLANNERS: MARY ZIZZO, ESQ.

REQUEST AND STAFF RECOMMENDATION

A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III use.

Deviations Requested: None

Staff recommends **approval** of the request, subject to the conditions outlined in this Staff Report.

I. APPLICATION SUMMARY:

- A. Applicant: Robert Friedman/WF PP Realty, LLC
- B. Agent: Hole Montes, Inc., Paula N. C. McMichael, AICP
Coleman, Yovanovich & Koester, P.A., Francesca Passidomo, Esq.
- C. Request: A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III use.
- D. Location: 27940 Crown Lake Blvd., Bonita Springs, FL 34135
- E. Future Land Use Designation, Current Zoning and Use of Property:
 - Future Land Use: General Commercial
 - Current Zoning: Commercial Planned Development (CPD)
U.S. 41 Overlay District
Bonita Beach Road Corridor- Commercial Zone

Current Use: Vacant Commercial Building

F. Surrounding Land Use:

| <u>Existing Zoning & Land Use</u> | <u>Future Land Use Map</u> |
|---|----------------------------|
| North: Commercial Planned Development (CPD), Bonita Beach Road Corridor Commercial Zone, U.S. 41 Overlay District- Stormwater Retention Lake | General Commercial |
| East: Commercial Planned Development (CPD), Bonita Beach Road Corridor Commercial Zone, U.S. 41 Overlay District- Arroyal Mall Shopping Plaza- Offices, Day Care, Personal Services | General Commercial |
| South: Bonita Beach Road Right-of-Way, Community Commercial (CC), Bonita Beach Road Corridor Commercial Zone, U.S. 41 Overlay District- Springs Plaza Commercial Complex | General Commercial |
| West: U.S. 41 Right-of-Way, C-1A, Bonita Beach Road Corridor Commercial Zone, U.S. 41 Overlay District- Gas Station. | General Commercial |

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The Applicant has submitted a special exception request for outdoor consumption on premises for beer, wine and liquor (4-COP), associated with a Restaurant, Group III use. The site is located in Commercial Area 5 of the Arroyal Mall Commercial Planned Development, originally approved in Lee County Zoning Resolution Z-87-007. The site is also known as Lot 9 of the Arroyal Mall subdivision plat, approved in 1994. The subdivision consists of commercial buildings and hotels. The existing building was previously occupied by Perkins Restaurant. The Owner requests to add an outdoor dining area with outdoor consumption on premises approval prior to tenant occupancy. The building, which was constructed in 1994, received indoor consumption on premises approval for beer and wine in 2000.

The Applicant proposes a 900 square foot outdoor eating area on the southern side of the building, the maximum additional square footage the site can accommodate for the required parking of 90 spaces. At this time, no end user is determined. At the time of occupancy by a restaurant, the use will require approvals from the City, including a Commercial Use Permit and zoning signatures for the State forms for a liquor license.

Pursuant to Land Development Code Section 4-1023(a)(2), a request for outdoor consumption on premises for a Group III restaurant use within 500 feet of a religious facility, noncommercial school, child day care center, park or dwelling unit under separate ownership, requires a special exception. Distance is measured from any public entrance or exit of the establishment in a straight line to the nearest property line of the child day care center, dwelling unit or park. This site is located within 500' of two child day care centers. The proposed outdoor seating area is about 55' from the closest property line of Noah's Ark Academy, a day care operation. Figure 1 below shows the distance from the outdoor seating area to the property line closest to the day care. Learning City Daycare is located within Springs Plaza, 231' feet away from the proposed outdoor seating area.

Distance to Noah's Ark Academy



Figure 1: Noah's Ark Academy Distance

Source: Applicant

Distance to Learning City Academy



Figure 2: Learning City Daycare Distance

Source: Applicant

Zoning

Located within the Arroyal Mall Commercial Planned Development, the surrounding properties are commercial in nature, including restaurants, hotels and offices. Across U.S. 41 is a gas station, restaurants and retail. Across the Bonita Beach Road right-of-way is a commercial shopping complex with a variety of uses, including restaurants, retail stores, and health offices.

The subject property is located in the Commercial Zone of the Bonita Beach Road Corridor, where a restaurant Group III use is a permitted use. The subject property is also located within the U.S. 41 Overlay District, which is intended to enhance the aesthetic/visual quality of the corridor to create a physically attractive, and functionally integrated built environment through cohesive and complimentary site development and design standards.

Staff finds this request compatible with the zoning of the site.

Neighborhood Compatibility

Surrounded by commercial uses within a major quadrant of Bonita Springs, this site is compatible with the uses around it. Restaurants are a permitted use within the zoning district and contribute to the overlay intents the site is located within. The restaurant use can serve the residents of Bonita Springs, those that work within the area, and those staying at one of the hotels within the planned development.

The closest day care use, Noah's Ark Academy, is separated by a wood fence and landscape buffering between the parking lot areas, approximately 115' to the day care operation. The physical

location of the day care within Springs Plaza (Learning City Daycare) is over 500 feet away from the outdoor seating area proposed, separated by the Bonita Beach Road 130' right-of-way and each site's parking areas. If approved, outdoor consumption will be permitted only in the area shown on the site plan (see below). Patrons will not be permitted to leave the outdoor area or any entrance of the restaurant and continue consuming an alcoholic beverage. The Applicant indicates that no outdoor live music or entertainment is proposed. Any outdoor music shall be compliant with the Bonita Springs Noise Control Ordinance.

At this time, traffic impacts are perceived to be minor and will be reassessed at time of local development order.

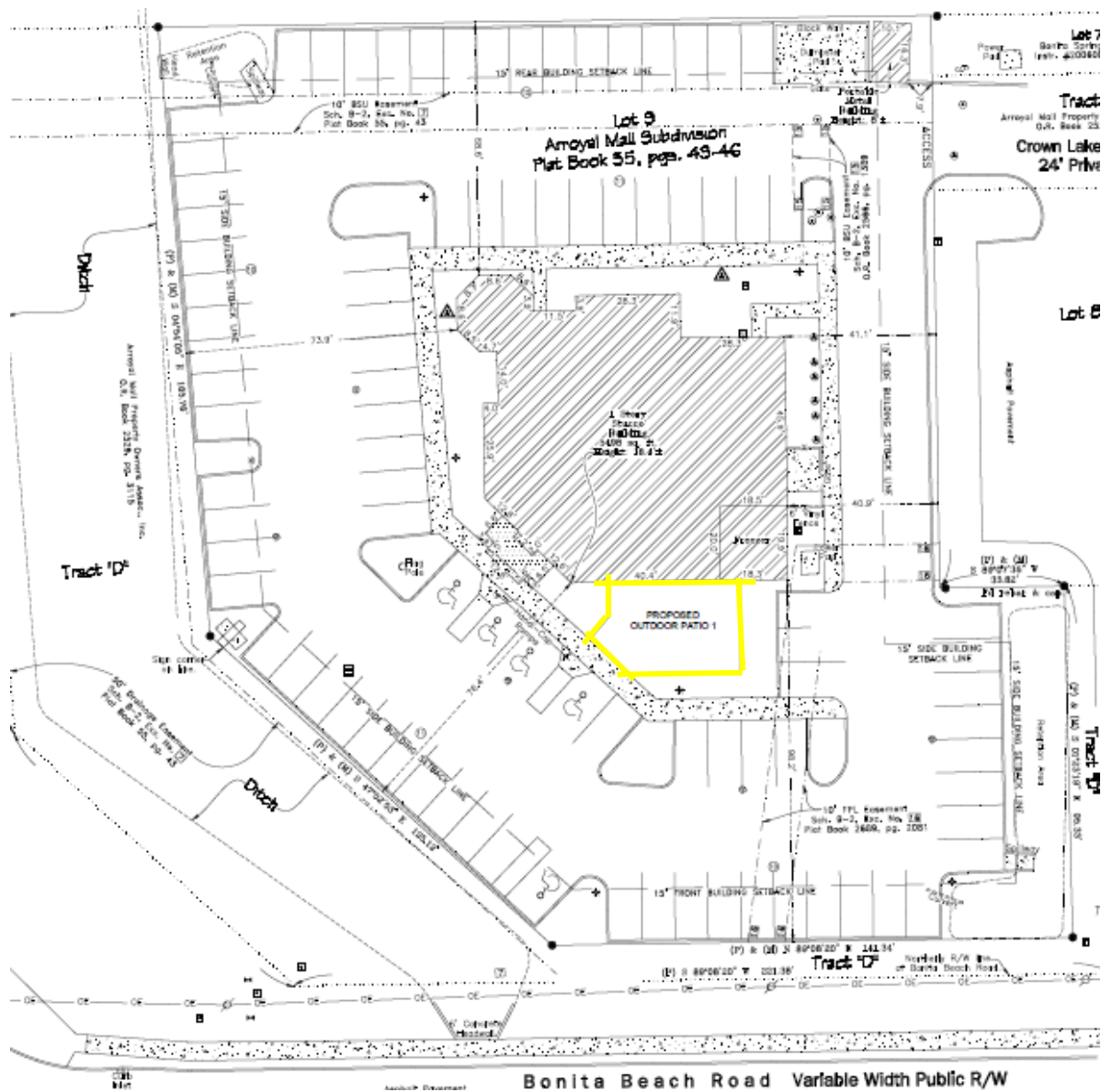


Figure 3: Site Plan

Source: Applicant

Comprehensive Plan Considerations

The subject properties are located within the General Commercial future land use category according to the Future Land Use Map of the City's Comprehensive Plan. The General Commercial category is described in Policy 1.1.14 as follows:

***Policy 1.1.14: General Commercial** - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.*

a. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre; and mixed residential and commercial use in planned developments.

b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.

c. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.

d. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.

A restaurant use is in conformance with the City's Future Land Use Element of the Comprehensive Plan. It is Staff's opinion that introducing outdoor consumption on premises to a restaurant use at this location does not raise compatibility issues.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a special exception, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a) is due to a changed or changing condition that makes approval of the request appropriate. COVID-19 has required an increase in outdoor seating for restaurants and this location would not have an outdoor seating capability without this request.

At time of original construction, an outdoor seating area could have been requested administratively. Now that two day cares have occupied their respective units, a public hearing special exception is required for the request.

- b) is consistent with the Goals, Objectives, Policies, and intent set forth in the City's Comprehensive Plan;

The General Commercial Future Land Use encourages uses that serve the general population of the City. A restaurant use serves residents and visitors, including those staying at the hotels nearby. Objective 1.3 encourages improving the visual and aesthetic appearance of the City, which will be reviewed at time of local development order. The site has access to adequate public facilities and services in accordance with Objective 1.11. Transportation Element 1.4 seeks to improve the aesthetic qualities and appearances of roadways, which the architectural plans will be reviewed at time of local development order by our City Architect. The site will be required to provide a pedestrian connection from Bonita Beach Road, which will be landscaped in accordance with Code.

- c) meets or exceeds all performance and locational standards set forth for the proposed use;

The proposed project is located along two (2) arterial roadways (U.S. 41 and Bonita Beach Road), shown on the City of Bonita Springs Pedestrian Master Plan (PATH), as requiring multimodal facilities. Specifically, this includes a minimum 8'-10' sidewalk along the subject site's U.S. 41 frontage and a minimum 7' sidewalk along the Bonita Beach Road frontage. The site will be required to comply with the multi-modal requirements of the Land Development Code at time of expansion. A site permit will be required to conform with the LDC. At that time, the Applicant will be required to provide for the above-noted multimodal infrastructure/upgrades and the required multimodal connection(s) from the site thereto. Consideration should have been given to revising the Site Plan to show the location(s) of the project's required multimodal features/infrastructure and at the time of the site improvements, consideration should be given to increase the existing 5' sidewalks to 6' in width to allow for safer navigation of the site for two-way patron travel, families and those with limited mobility and assistive devices (wheelchairs, walkers and other power-driven mobility devices).

Given the length of the subject site's closure/lapse in use, the site must be brought into compliance with all applicable current Land Development Code standards. This includes the project's required landscaping, including buffers, vehicular use area plantings, general trees, building perimeter plantings, dumpster enclosure and service function area screening, exotic removal, etc., at time of new occupancy. Additional site improvements will be required, including, but not limited to safety barriers to separate parking lot traffic and patrons seated within the proposed outdoor seating area, the use of pervious pavers or the equivalent, enhanced fencing to separate uses, etc.

The site is located within the U.S. 41 Overlay and the Bonita Beach Road Corridor. Because this site is located within a planned development that is built out 80% or more, compliance with the overlays is voluntary.

- d) protects, conserves or preserves environmentally critical areas and natural resources;

The property is developed and there are no environmentally critical areas or natural resources on site.

- e) is compatible with existing or planned uses in the surrounding area;
This is in a commercial area serving the general population of the City. The intent is to provide a location for those working or living near the area to visit. The Applicant indicates that the proposed restaurant use offers different peak times than many of the surrounding uses.
- f) will not cause damage, hazard, nuisance or other detriment to persons or property;
Properties shall not be negatively affected by the request as proposed and conditioned. The Applicants will be subject to the Noise Control Ordinance, landscaping will be installed to provide an aesthetic view and appropriate safeguards will be required to ensure no consumption occurs outside of the proposed seating area.
- g) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.
The request will comply with all Land Development Code requirements at time of local development order. Compliance with the Bonita Beach Road Corridor and the U.S. 41 Overlay are voluntary within a built out planned development and are encouraged. All other provisions related to the special exception requirements have been met.

III. RECOMMENDATION:

Staff recommends **approval** of the request, subject to the following conditions.

Conditions

1. This 4-COP approval is for outdoor consumption on premises in the seating area shown on the site plan, limited to 900 square feet maximum (Attachment A).
2. The outdoor area shall be fenced to separate parking lot traffic and seated patrons.
3. The permitted hours of operation are limited to 11:00 AM- 12:00 AM daily.
4. Any expansion beyond what is shown on the site plan may require additional approvals and/or infrastructure upgrades, including (but not limited to) additional restroom facilities, parking and additional site improvements.
5. There shall be no live entertainment in the outdoor area.
6. The sale and service of alcoholic beverages will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.
7. The kitchen shall stay open during all hours of operation.
8. The Applicant will coordinate with Bonita Springs Utilities (BSU) regarding any grease retention infrastructure that may be required, prior to the City issuing a COP permit. If no

grease retention infrastructure is required, the Applicant will provide a letter to the City from BSU stating such, as part of the COP permit signoff process.

9. The Bonita Springs Noise Control Ordinance remains in full force and effect.

IV. SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 33-47-25-B3-01800.0090

V. ATTACHMENTS

- A. Legal Description of the Subject Property

VI. EXHIBITS

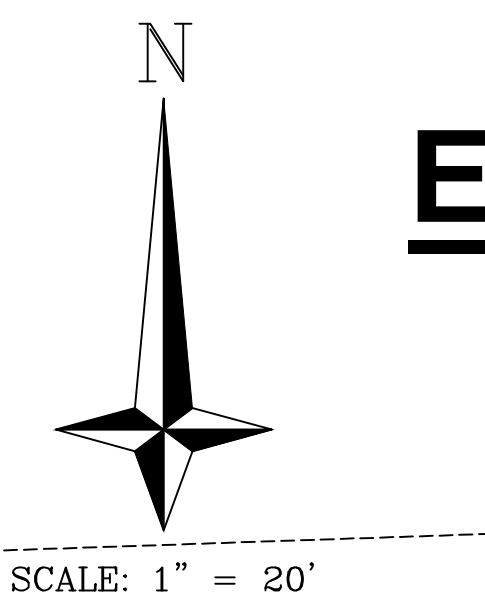
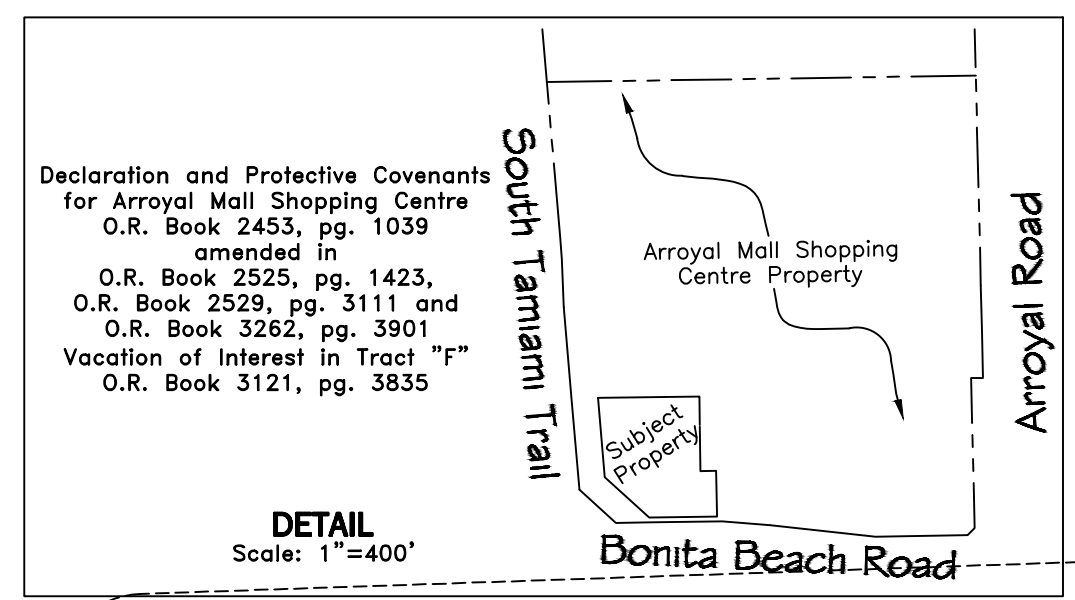
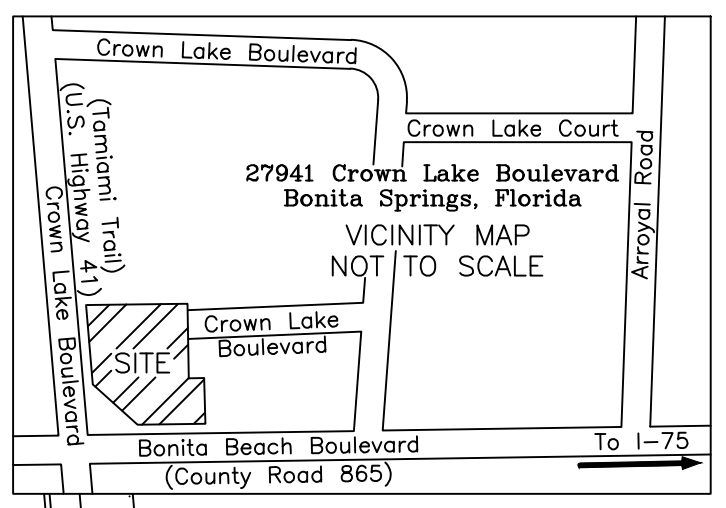
- A. Site Plan

ATTACHMENT A

**EXHIBIT II-A-1
LEGAL DESCRIPTION**

Lot 9, Arroyal Mall, according to the plat thereof recorded in Plat Book 55, Page 43 of the public records of Lee County, Florida.

EXHIBIT A



NOTE: LANDSCAPING & PEDESTRIAN IMPROVEMENTS TO BE DETERMINED AT TIME OF LOCAL D.O

PROPOSED OUTDOOR SEATING AREAS:
OUTDOOR PATIO 1 = 900 SF
TOTAL SF = 900 SF

FLOOD ZONE:

AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 12071C 0658 F, DATED AUGUST 28, 2008, THE SUBJECT PROPERTY LIES IN ZONE "SHADED X", BY SCALE LOCATION ONLY.

LAND AREA:

THE LAND AREA IS 50,000 SQUARE FEET OR 1.148 ACRES.

ZONING:

THE CURRENT ZONING IS CPD (COMMERCIAL PLANNED DEVELOPMENT). THE CURRENT ZONING ALLOWS FOR THE CURRENT USE.

PARKING:

PARKING REQ/PROVIDED: 14 SPACES / 1,000 SF = 90 SPACES

Crown Lake Boulevard
(U.S. Highway 41)
(State Road 45)
(Tamiami Trail)

200' Public R/W

Asphalt Pavement

Area Under Construction

Curb Inlet

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Arroyal Mall Property Owners Assoc., Inc.
O.R. Book 2529, pg. 3115

Lot 7
Bonita Springs Hotel
Instr. #2006000101621

Tract "B"
Arroyal Mall Property Owners Assoc., Inc.
O.R. Book 2529, pg. 3115

Tract "D"
Arroyal Mall Property Owners Assoc., Inc.
O.R. Book 2529, pg. 3115

Lot 9
Arroyal Mall Subdivision
Plat Book 55, pgs. 43-46

Lot 8
Roger A. Behn and
Amy F. Behn
O.R. Book 3552, pg. 3915

Tract "D"
Benson's Subdivision
Plat Book 9, pg. 102

Tract "D"
Northern R/W line
of Bonita Beach Road.

Bonita Beach Road Variable Width Public R/W
(County Road 865)

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

Asphalt Pavement

ARROYAL MALL CPD - LOT 9

| | | | |
|----------------|-----|------------------|--------|
| DESIGNED BY | PNM | DATE | 5-2019 |
| DRAWN BY | CK | DATE | 5-2019 |
| CHECKED BY | JC | DATE | 5-2019 |
| VERTICAL SCALE | | HORIZONTAL SCALE | 1"=20' |



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

SPECIAL EXCEPTION EXHIBIT IV-F

| | | |
|---|---------------|-------------|
| THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW: | REFERENCE NO. | DRAWING NO. |
| | - | 2021013 |
| DATE | PROJECT NO. | SHEET NO. |
| | 2021013 | 1 OF 1 |

P:\proj\2021\01\2021013\013\013.dwg 2021013.dwg 1:28:41 PM 01/13/2021 8:24 AM Plotted by: HMT



March 26, 2021

Mary Zizzo, Esquire, Planner II
City of Bonita Springs
Department of Community Development
9220 Bonita Beach Road SE
Bonita Beach, FL 34135

**Re: Special Exception
27940 Crown Lake Blvd. (former Perkins Restaurant)
HM File No.: 2021.013**

Dear Ms. Zizzo:

Enclosed please find our application for a Special Exception. We are requesting a special exception to allow outdoor seating for patrons consuming alcoholic beverages in association with a Group III restaurant, within 500 feet of a daycare.

The building on the site was in use as a Perkins restaurant for more than two decades. The Perkins closed in May 2020 and has been vacant since. The building does not have outdoor dining areas, which are crucial in providing a safer option for patrons regarding COVID-19. To increase the likelihood that the building can be occupied by a viable restaurant use, the applicant is requesting a special exception to allow for consumption on premises, including outdoor seating areas. Consumption on premises is an approved use within the existing commercial planned development; however, a special exception is required when the establishment is within 500 feet of a day care center and provides outdoor seating areas for patrons consuming alcoholic beverages.

We enclose the following:

- One (1) copy of Cover Letter;
- One (1) copy of Completed Application (with Affidavit & Disclosure of Interest);
- One (1) Check No.409209 in the amount of \$1,500;
- One (1) copy of Location Map;
- One (1) copy of II-A-3, Arroyal Mall Plat;
- One (1) copy of Exhibit IV-A, Surrounding Property Owner List & Mailing Labels;
- One (1) copy of Exhibit IV-B, Surrounding Property Owner Map;
- One (1) copy of Exhibit IV-C, Deed Restrictions (Declaration and Protective Covenants for Arroyal Mall Shopping Centre, Amendment to Declaration and General Protective Covenants for Arroyal Mall Shopping Centre, Supplemental Covenant and Restriction for a Portion of Arroyal Mall Shopping Centre, Vacation of Interest in Tract F by the Members of the Arroyal Mall Property Owners Association, Inc. and Annexation of Additional Property and 3rd Amendment to the Declaration and Protective Covenants for Arroyal Mall Shopping Centre);
- One (1) copy of Exhibit IV-F, Narrative – Request Statement;

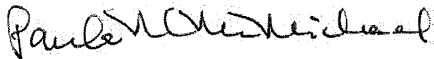
Mary Zizzo, Esquire, Planner II
Re: Special Exception
27940 Crown Lake Blvd. (former Perkins Restaurant)
HM File No.: 2021.013
March 26, 2021
Page 2

- One (1) copy of Exhibit IV-G, Site Plan;
- One (1) copy of Exhibit IV-H, Traffic Impact Statement – See Submittal Requirements Waiver;
- One (1) copy of Summary of Neighborhood Meeting and PowerPoint Presentation; and
- One (1) Flash Drive with Application and Exhibits.

If you have any questions, please don't hesitate to contact us.

Very truly yours,

HOLE MONTES, INC.



Paula N. C. McMichael, AICP
Vice President, Planning Services
PNCM/sek

Enclosures as noted.

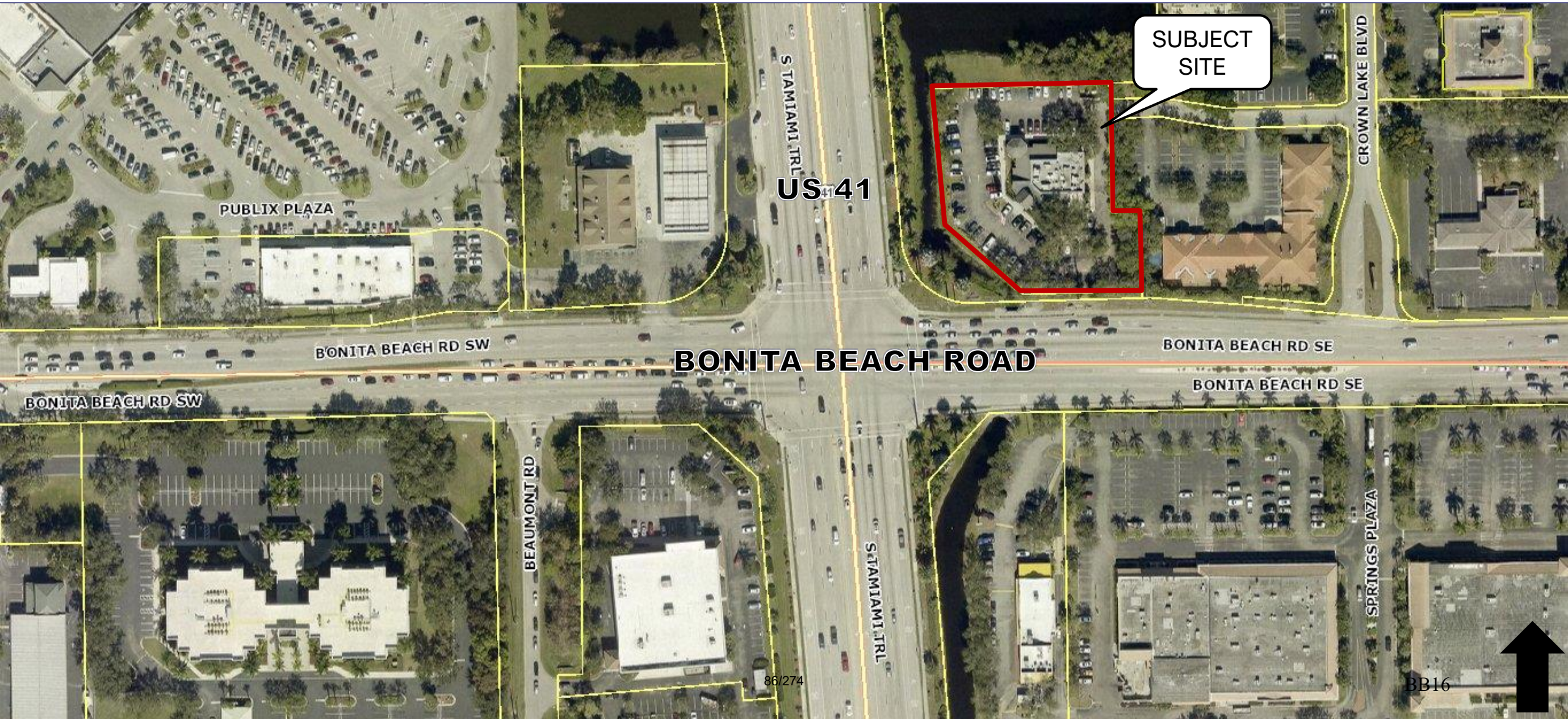
cc: Robert Friedman w/enclosures
Francesca Passidomo, Esquire, w/enclosures

Arroyal Mall CPD Special Exception

Public Information Meeting

Tuesday, March 9, 2021 at 5:30 PM

Aerial



SUBJECT SITE

US 41

BONITA BEACH ROAD

PUBLIX PLAZA

BONITA BEACH RD SW

BONITA BEACH RD SE

BONITA BEACH RD SE

BONITA BEACH RD SW

BEAUMONT RD

S TAMiami TRl

SPRINGS PLAZA

86/274

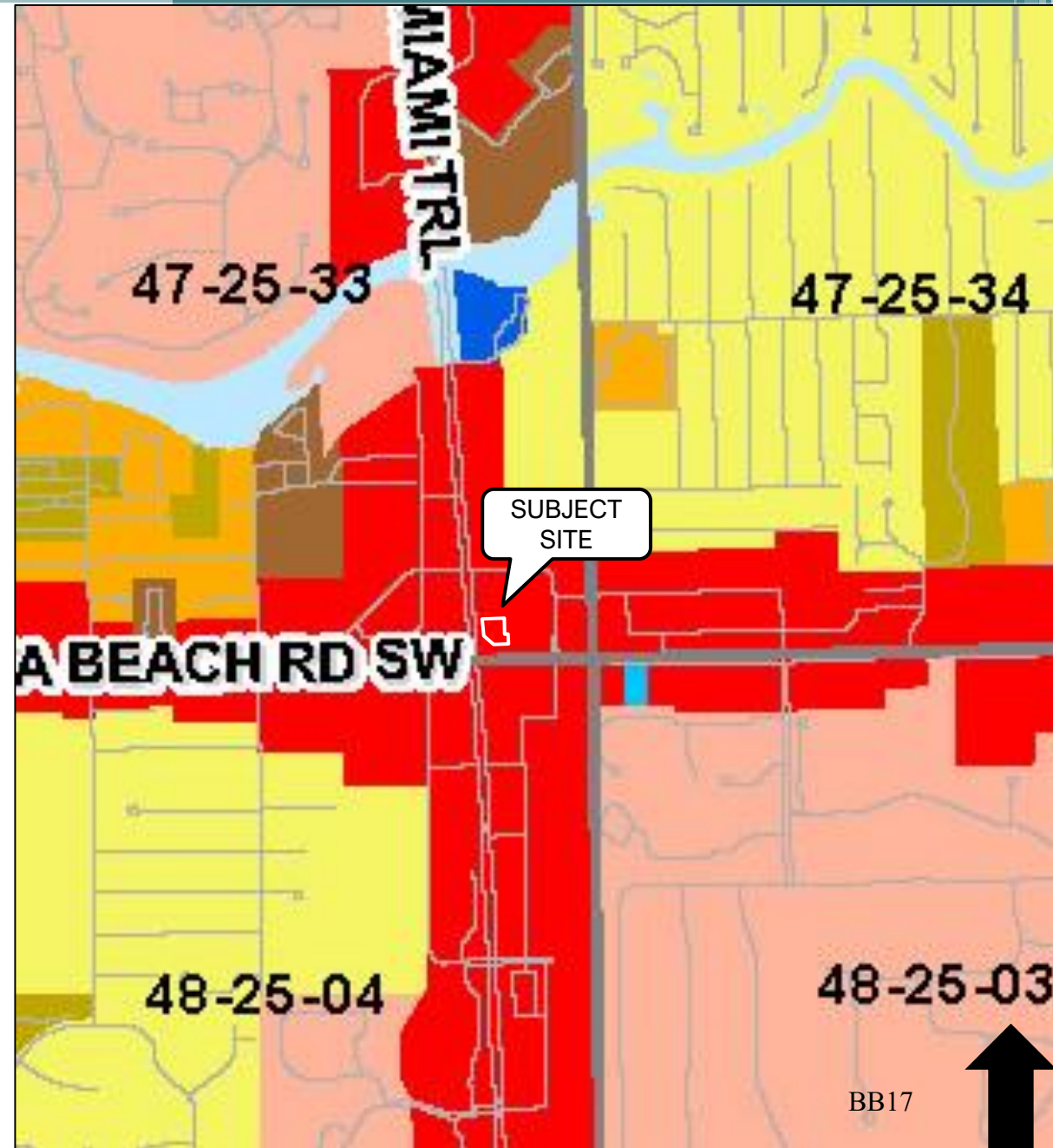
BB16



Future Land Use Map

Bonita Springs FLUM Designations

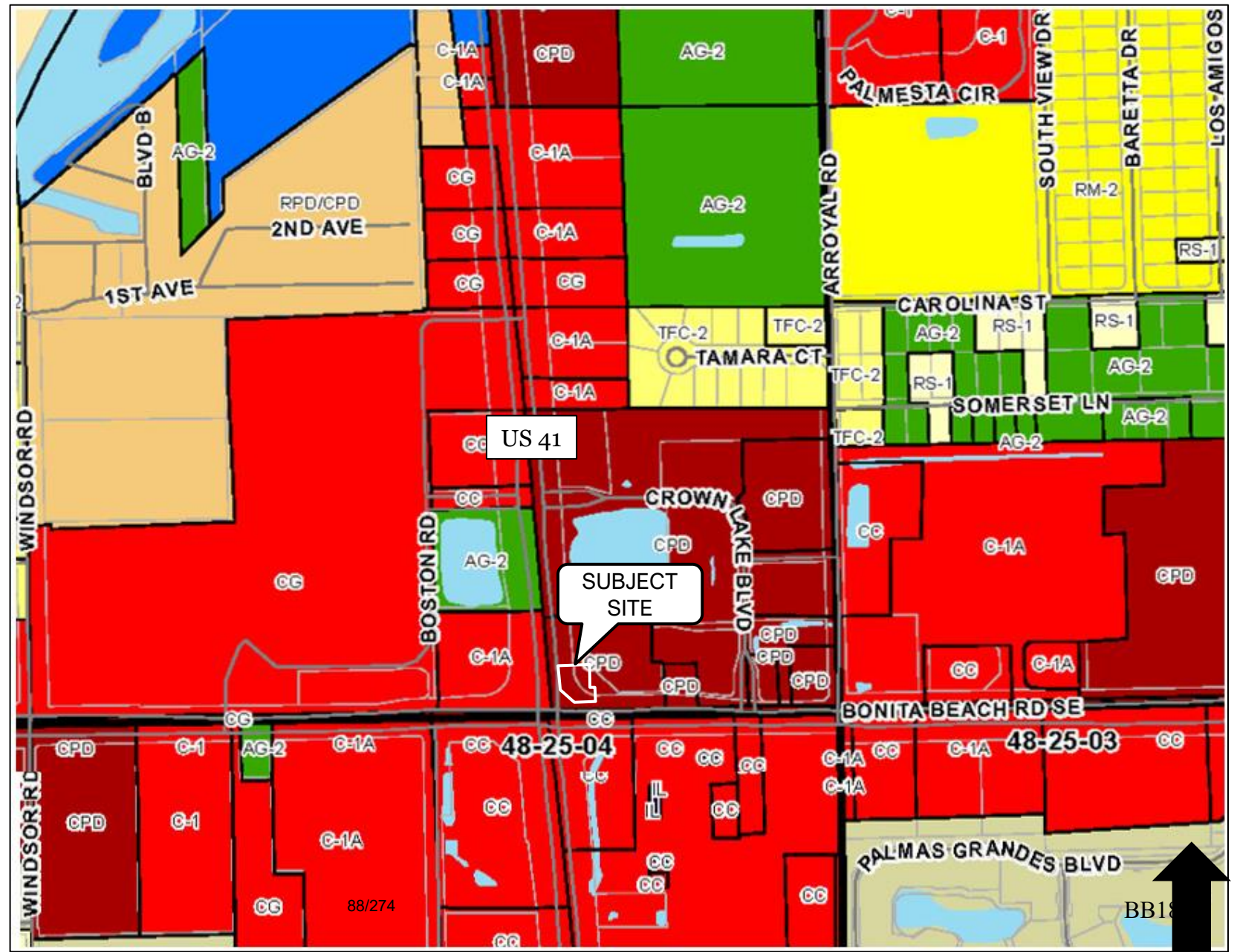
- Low Den. Res.
- Mod. Den. Res.
- Med. Den. Res.
- Med. Den. MF Res
- Little Hickory Island MF Residential
- High Den. Res.
- High Den. MU/Village Res.
- Mod. Den. MU/PD
- Coconut Village
- Estate Residential
- Suburban
- Urban Fringe-Community District
- Little Hickory Island Neighborhood Commercial
- General Commercial
- Interchg. Commercial
- Industrial
- Public/Semi-Public
- Recreation
- Conservation
- Conservation Fringe
- Resource Protection
- DRGR



87/274

BB17

Zoning



Request

- The applicant is requesting a special exception to allow outdoor seating for patrons consuming alcoholic beverages in association with a standard, sit-down restaurant, within 500 feet of a daycare.
- Consumption on premises is an approved use within the existing commercial planned development; however, a special exception is required when the establishment is within 500 feet of a day care center and provides outdoor seating areas for patrons consuming alcoholic beverages.
- Special exceptions are uses that are permitted within a zoning district but require additional review to confirm compatibility with the surrounding area.

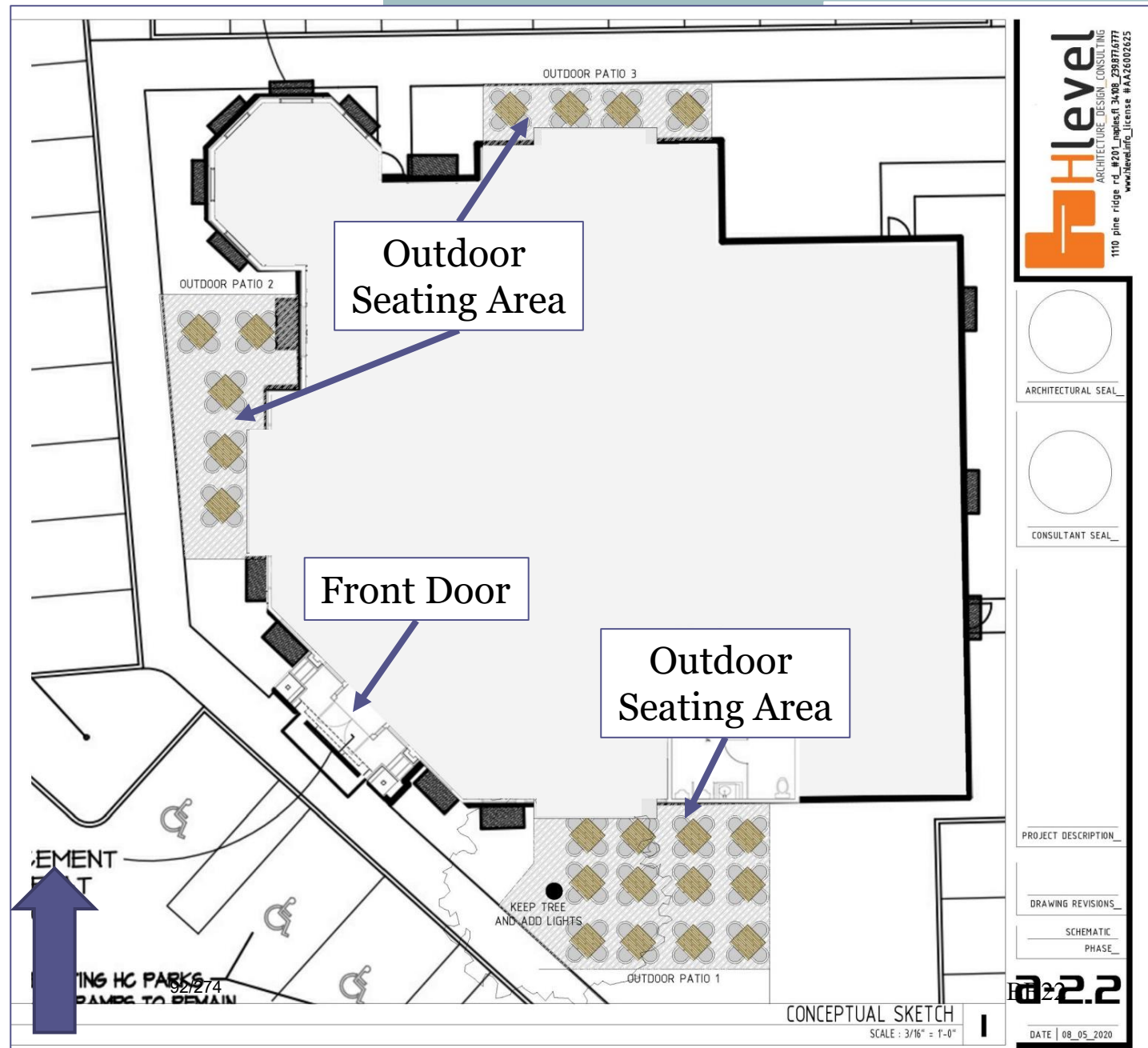
Request

- The building on the site was in use as a Perkins restaurant for more than two decades. The Perkins closed in May 2020 and has been vacant since.
- The building does not have outdoor dining areas, which are crucial in providing a safer option for patrons regarding COVID-19.
- No changes to the building footprint or parking lot configuration are required to accommodate the additional outdoor seating.

Request

- The Land Development Code requires that we measure the distance to the parcel boundary the childcare center is in.
- There are two childcare centers within parcels that are within 500' of the restaurant.
 - Noah's Ark Academy is in the adjacent shopping center to the east. There is mature landscaping and an opaque wooden fence between the uses that provide visual screening and noise buffering.
 - Learning City Academy is on the south side of the shopping center to the south, across Bonita Beach Road. The uses are separated by existing landscaping, Bonita Beach Road, a large parking lot, and the shopping center.
- The proposed restaurant and childcare centers will have different peak operating hours.
- Since there is no end-user currently, we expect operating hours to be like a typical sit-down restaurant in the area.

Conceptual Site Plan



PROJECT DESCRIPTION

DRAWING REVISIONS

SCHEMATIC PHASE

2.2

CONCEPTUAL SKETCH
 SCALE : 3/16" = 1'-0"

DATE | 08_05_2020

Distance to Noah's Ark Academy



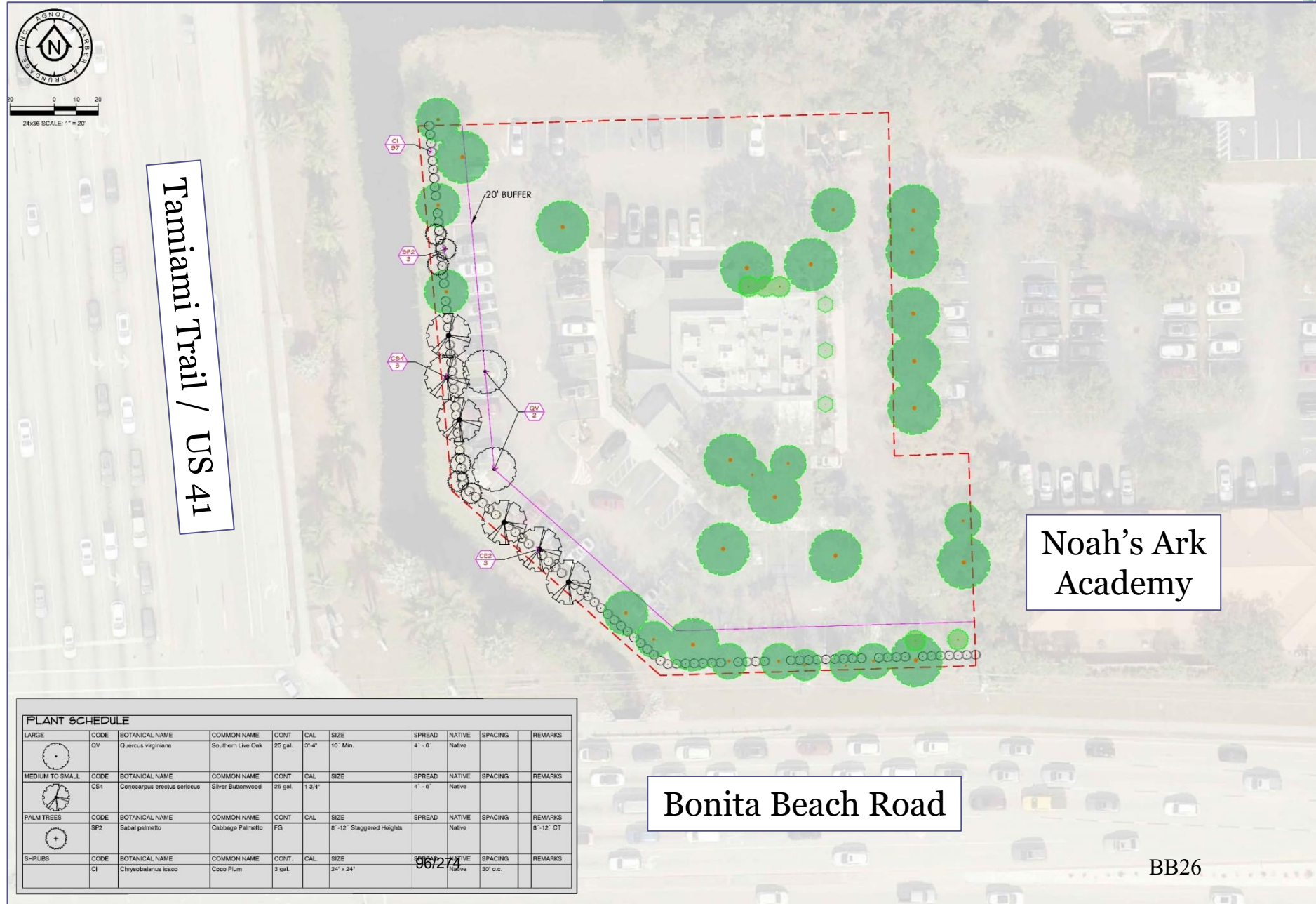
Distance to Learning City Academy



U.S. 41 Overlay District - Landscape Enhancements

- Developments that directly abut the U.S. 41 right-of-way must provide the buffer:
 - The landscape buffer shall be a minimum of 20 feet in width with five trees per 100 lineal feet. Clustering of trees and plant material is encouraged...
 - The required trees and palms shall be clustered in double rows with a minimum of three trees per cluster...
 - All trees must be a minimum of 14 feet in height at the time of installation, and shrubs must be a minimum of three feet in height at time of installation

Landscaping



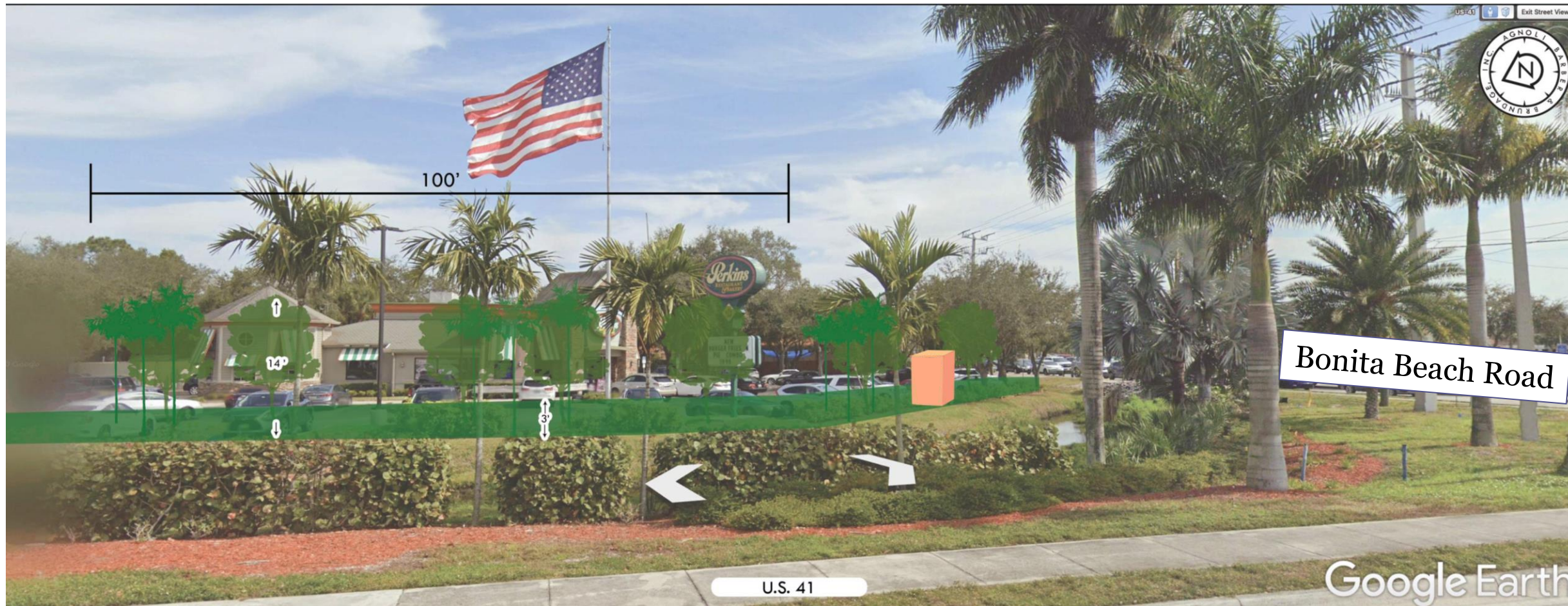
Tamiami Trail / US 41

Noah's Ark Academy

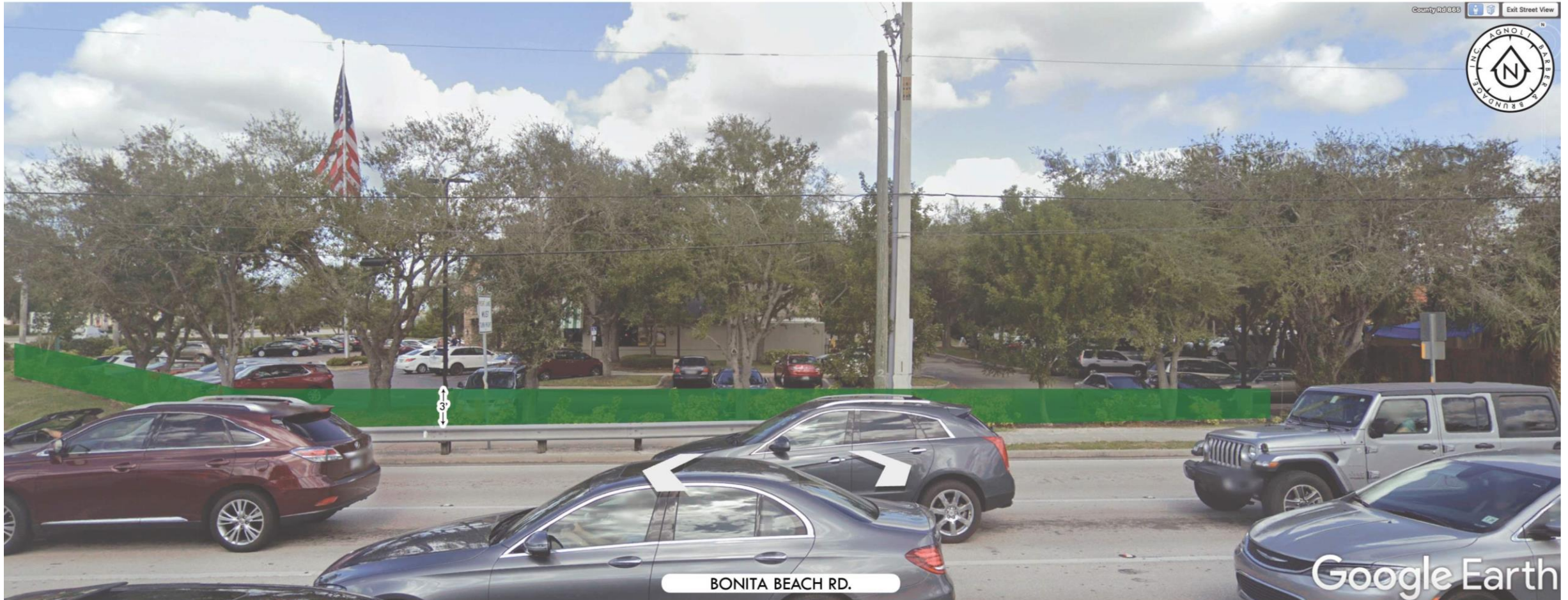
Bonita Beach Road

| PLANT SCHEDULE | | | | | | | | | | |
|-----------------|------|-----------------------------|-------------------|---------|--------|--------------------------|----------|--------|---------|-----------|
| LARGE | CODE | BOTANICAL NAME | COMMON NAME | CONT. | CAL. | SIZE | SPREAD | NATIVE | SPACING | REMARKS |
| | QV | Quercus virginiana | Southern Live Oak | 25 gal. | 3"-4" | 10' Min. | 4' - 6' | Native | | |
| MEDIUM TO SMALL | CODE | BOTANICAL NAME | COMMON NAME | CONT. | CAL. | SIZE | SPREAD | NATIVE | SPACING | REMARKS |
| | CS4 | Conocarpus erectus sericeus | Silver Buttonwood | 25 gal. | 1.3/4" | | 4' - 6' | Native | | |
| PALM TREES | CODE | BOTANICAL NAME | COMMON NAME | CONT. | CAL. | SIZE | SPREAD | NATIVE | SPACING | REMARKS |
| | SP2 | Sabal palmetto | Cabbage Palmetto | FG | | 8'-12' Staggered Heights | | Native | | 8'-12' CT |
| SHRUBS | CODE | BOTANICAL NAME | COMMON NAME | CONT. | CAL. | SIZE | SPREAD | NATIVE | SPACING | REMARKS |
| | CI | Chrysobalanus icaco | Coco Plum | 3 gal. | | 24" x 24" | 30" o.c. | Native | | |

Landscaping



Landscaping



Special Exception Process

- Next steps:
 - Hold this Neighborhood Meeting.
 - Submit the initial application to the City of Bonita Springs. We anticipate submitting within the next two weeks.
 - City staff will review and provide comments. This process will take about 4 – 5 months.
 - Once the application is found sufficient by staff, another Neighborhood meeting will be held. If you received a mailed notification for this meeting, you will be notified again.
 - The project will be heard by the Zoning Board who will provide a recommendation of approval or denial.
 - The project will then be heard by City Council, who will provide the final approval.
 - We anticipate the Zoning Board and City Councils hearings to be held in about 6 – 7 months.

Neighborhood Meeting Summary

A neighborhood meeting was held on March 9, 2021, at 5:30 PM at St. Leo's Catholic Church. One person attended, who declined to sign in but identified himself as a resident of the area. He had no questions and no concerns were raised.



PUBLIC HEARING APPLICATION FOR REZONINGS (CONVENTIONAL) & SPECIAL EXCEPTIONS

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

Applicant's Name: _____ Phone #: _____

Address: _____

E-mail: _____

Project Name: _____

STRAP Number: _____

Application Form: _____ Computer Generated* _____ City Printed

* By signing this application, the applicant affirms that the form has not been altered.

STAFF USE ONLY

Case Number: _____

Date of Application: _____

Fee: _____

Current Zoning: _____

Land Use Classification(s): _____

Comp. Plan Density: _____

Date of Zoning Public Hearing: _____

Date of City Council Public Hearing: _____

Planner Assigned: _____

Staff Recommendation: _____

PART I

APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Name of applicant: _____
Street Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone Number: Area Code: _____ Number: _____ Ext. _____
E-mail: _____

B. Relationship of applicant to property:
_____ Owner _____ Trustee* _____ Option holder*
_____ Lessee* _____ Contract Purchaser*
_____ Other (indicate)* _____

*If applicant is NOT the owner and the application is NOT City-initiated, submit a notarized Authorization Form from the owner to the applicant. Label the attachment "Exhibit I-B-1".

* If the application is City-initiated, enter the date the action was initiated by the City Council: _____

Attach a copy of the "green sheet" and a list of all property owners, and their mailing addresses, for all properties within the area described. Names and addresses must be those appearing on the latest tax rolls of Lee County. Label the "green sheet" as "Exhibit I-B-2" and the list as "Exhibit I-B-3".

C. Name of owner of property: _____
Street Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone Number: Area Code: _____ Number: _____ Ext. _____

D. Date property was acquired by present owner(s): _____

E. Is the property subject to a sales contract or sales option? _____ NO _____ YES

F. Are owner(s) or contract purchasers required to file a disclosure form? _____ NO _____ YES. If yes, please complete and submit Exhibit I-F (attached).

G. ___Authorized Agent(s): List names of authorized agents. Attach extra sheet if more space is required

Name: _____

Contact Person: _____

Address: _____

Phone: _____ E-mail: _____

Name of Agent: Francesca Passidomo, Esquire

Firm: Coleman, Yovanovich & Koester, P.A.

Address: 4001 Tamiami Trail North, Suite 300, Naples, FL 34103

Phone/Fax: 239-435-3535, 239-435-1218 Email: fpassidomo@cyklawfirm.com

**PART II
GENERAL INFORMATION**

A. Legal Description: Is property within a platted subdivision recorded in official Plat Books of Lee County?

_____ NO. *Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a certified sketch of description as set out in Chapter 5J-17.053, F.A.C., Florida Administrative Code, unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. (labeled Exhibit II-A-2.)*

_____ YES. Property is identified as:

Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____

Submit a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-A-3.

STRAP NUMBER: _____

B. Project Street Address: _____

C. General Location of Property (referenced to major streets) _____

D. Nature of Request: (Check applicable answers)

_____ Rezoning FROM: _____ TO: _____

_____ Special Exception for: _____

E. Property Dimensions

1. Width (average if irregular parcel): _____ Feet

2. Depth (average if irregular parcel): _____ Feet

3. Frontage on road or street: _____ Feet

4. Width along waterbody (If applicable): _____ Feet

5. Total land area: _____ Acres or Square Feet

F. Facilities

1. Fire District: _____

2. Sewer Service Supplier: _____

3. Water Service Supplier: _____

G. Present Use of Property: Is the property vacant? _____ Yes _____ No

Except for City-initiated requests, if the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the use of the building or structure(s) will be in compliance with all applicable requirements of the land development code.

Briefly describe current use of the property: _____

H. Property restrictions: Are there any deed restrictions or other types of covenants or restrictions on the property? _____ Yes _____ No. If yes, submit a copy of the restrictions and a written statement as to how the restrictions may affect the request.

PART III

AFFIDAVIT

I, Bernard Friedman, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

[Signature]
Signature of owner or owner-authorized agent

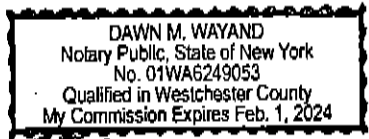
6/4/21
Date:

Bernard Friedman
Typed or printed name

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~DADE~~ New York

The foregoing instrument was certified and subscribed before me this 4th day of June, 2021, by Bernard Friedman, who is personally known to me or who has produced as identification.

(SEAL)



[Signature]
Signature of notary public

Dawn M. Wayand
Printed name of notary public

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. _____ **CASE NO.** _____

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

| Name and Address | Percentage of Ownership |
|------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

| Name, Address, and Office | Percentage of Stock |
|---------------------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

| Name and Address | Percentage of Interest |
|------------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

| Name and Address | Percentage of Ownership |
|------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

| Name, Address, & Office (if applicable) | Percentage of Stock |
|---|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: _____
(Applicant)

(Printed or typed name of applicant)

STATE OF ~~FLORIDA~~ _____
COUNTY OF ~~DEK~~ _____

The foregoing instrument acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(SEAL)



Public Hearing Submittal Requirements Waiver

Community Development Dept. | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: 239 444 6150 | Fax: 239 444 6140

Upon written request, the Director may modify the submittal requirements for Public Hearings (and other administrative applications) where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the Director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF REQUIRED SUBMITTAL ITEMS (indicate the appropriate application type)

- Public Hearing - General Requirements (4-194)
- Public Hearing - Additional Requirements for:
 - Development of Regional Impact (4-195)
 - Planned Developments (4-295)
 - Master Concept Plan Extension (4-303)
 - Master Concept Plan Reinstatement (4-303)
 - Rezoning other than Planned Developments (4-195(b))
 - Mobile Home Park (4-195(d))
 - Special Exception (4-195(e))
 - Variances (4-195(f))
- Administrative Action Requirements

PLEASE PRINT OR TYPE:

STAP Number: 33-47-25-B3-01800.0090

Name of Project: Former Perkins restaurant - outdoor COP

Name of Agent: Hole Montes, Inc. - Paula N. C. McMichael, AICP

Street Address: 950 Encore Way

City: Naples State: FL Zip: 34110

Phone #: 239-254-2000 Fax #: 239-254-2099

E-mail: paulamcmichael@hmeng.com

Name of Applicant*: WF PP Realty Inc. c/o Friedman Management Co.

Street Address: 770 Lexington Avenue, 18th Floor

City: New York State: NY Zip: 10065

Phone #: 212-744-9675 Fax #: _____

E-mail: _____

* If applicant is not the owner, a letter of authorization from the owner must be submitted.

A. SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

| Section Number | Requirement |
|--------------------------|--|
| #1 <u>4-194 (e)(2)d.</u> | <u>A traffic impact analysis of projected trip generation.</u> |
| #2 _____ | _____ |
| #3 _____ | _____ |
| #4 _____ | _____ |
| #5 _____ | _____ |
| #6 _____ | _____ |
| #7 _____ | _____ |
| #8 _____ | _____ |
| #9 _____ | _____ |

B. SCOPE OF PROJECT AND REASON(S) FOR REQUEST:

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver(s) should be approved. Use additional sheets if necessary and attach to this application form. (Please print or type) _____

See attached.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Paula M. Michael 3/4/2021
Signature of Applicant

Directors Decision: Request Approved Request Denied

Comments: See Tom Ross e-mail

Signature: *Jacqueline* Date: 3/10/2021

Public Hearing
Submittal Requirements Waiver
Reason for Request

The subject property is the former site of the Perkins restaurant at the northeast corner of Bonita Beach Road and US 41. The applicant is requesting a special exception to allow outdoor seating for patrons consuming alcoholic beverages in association with a Group III restaurant, within 500 feet of a daycare. The special exception for the consumption on premises (COP) is required per LDC Sec. 4-1023(a)(2)a.2. The requested COP could be approved administratively except for the proximity to the daycare. The property is zoned Commercial Planned Development (the Arroyal Mall CPD) which permits “100,000 square feet of commercial retail area, plus a 200 room hotel ... or ... 150,000 square feet of commercial retail area without a hotel” as well as “five (5) consumption on premises of alcoholic beverages” (Lee County Zoning Resolution Z-87-007 as amended). The CPD as built contains approx. 57,030 sq. ft. of commercial uses and 197 hotel rooms. While the remodel of the restaurant will add outdoor seating areas, the additional square footage (approx. 1,400 sq. ft.) is a small fraction of the total square footage approved and permitted by the zoning. The special exception is not related to the increase in square footage but rather to the proximity to the day care use. A development order will be required before the new occupancy of the restaurant and any traffic impacts will be analyzed at that time.

Cynthia Vargas

From: Ross, Tom/ORL <Tom.Ross2@jacobs.com>
Sent: Tuesday, March 9, 2021 2:55 PM
To: Jacqueline Genson; Mary Zizzo
Cc: Cynthia Vargas
Subject: Tacos & Tequila Special Exception

All – Based on our discussion this afternoon with the applicant’s representative, I recommend that a waiver from the requirement to submit a TIS be granted. However, it should be conditioned upon submitting a TIS at the next stage of development and prior to certificate of occupancy.

Please let me know if you have any questions.

Thank you,

Tom Ross, P.E. (FL, TX & GA)

Traffic Group Leader, Florida

M 1 407 718 5443

tom.ross2@jacobs.com

Jacobs

200 S. Orange Ave. Ste 900

Orlando, FL 32801

www.jacobs.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

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EXHIBIT IV-A

AMCAP BONITA LLC
333 LUDLOW ST FL 8 S
STAMFORD CT 06902

JPMORGAN CHASE BANK NATIONAL A
1111 POLARIS PKWY
COLUMBUS OH 43240

27831 TAMIAMI TRAIL LLC
27011 FLAMINGO DR
BONITA SPRINGS FL 34135

PALM CASUAL FURNITURE
7008 N DALE MABRY HWY
TAMPA FL 33614

CROWN ROYAL PROPERTIES LLC
27821 S TAMIAMI TRL
BONITA SPRINGS FL 34134

SPEARMAN DANIEL + BETSY
PO BOX 2791
BONITA SPRINGS FL 34133

AMCAP BONITA LLC
333 LUDLOW ST FL 8 S
STAMFORD CT 06902

AMCAP BONITA LLC
333 LUDLOW ST FL 8 S
STAMFORD CT 06902

7-ELEVEN INC
AD VALOREM TAX
7-ELEVEN STORE #40327
PO BOX 711
DALLAS TX 75221

STEIGERWALT CAROLE
8567 TAMARA CT
BONITA SPRINGS FL 34135

MORGAL RALPH & DEBRA
320 HAZELCREST ST
MARCO ISLAND FL 34145

HARNEY DARYL L
27172 GASPRILLA DR
BONITA SPRINGS FL 34135

HARNEY DARYL L
27172 GASPARILLA DR
BONITA SPRINGS FL 34135

HARNEY DARYL L
27172 GASPARILLA DR
BONITA SPRINGS FL 34135

SP HOLDINGS OF SW FLORIDA LLC
100 W PALINFIELD RD STE 201
COUNTRYSIDE IL 60525

BOHNHORST ERIK &
251 BRANDON ST SPT 410
SAN JOSE CA 95134

CASALE RALPH & MARIA
541 OTTO PL
PARAMUS NJ 07652

TAMARA DUPLEX LLC
1872 VERONA CT
NAPLES FL 34109

MARTENS FREDERICK J
8514 TAMARA CT
BONITA SPRINGS FL 34135

MCKENNEY LINWOOD T TR
8805 TAMIAMI TRL N # 207
NAPLES FL 34108

J R + P J SIMS LLC
 PO BOX 2387
 BONITA SPRINGS FL 34133

J R + P J SIMS LLC
 PO BOX 2387
 BONITA SPRINGS FL 34133

27841 CROWN LAKE LLC
 UNIT 1919
 2000 N FASHION SHOW DR
 LAS VEGAS NV 89109

1495 RAIL HEAD 789 LLC
 6317 PLUMOSA AVE
 FORT MYERS FL 33908

WARAMAUG NAPLES NORTH LLC
 500 EAST BROWARD BLVD SUITE 1
 FORT LAUDERDALE FL 33394

M + I MARSHALL + ILSLEY BANK
 BMO HARRIS BANK N A
 CORPORATE REAL ESTATE GROUP
 111 W MONROE ST
 CHICAGO IL 60603

SG GROUP OWNER 1 LLC +
 245 SAW MILLER RIVER RD
 HAWTHORNE NY 10532

CROWN LAKE PROPERTIES LLC
 28120 SERATA CT
 NAPLES FL 34110

ARROYAL MALL PROPERTY
 R + P PROPERTY MANAGEMENT
 265 AIRPORT RD SOUTH
 NAPLES FL 34104

BUSINESS + LAW BUILDING CONDO

WYNN PROPERTIES INC
 9220 BONITA BEACH RD STE 200
 BONITA SPRINGS FL 34135

WERKHEISER JAMES TR
 28222 ROBOLINI CT
 BONITA SPRINGS FL 34135

BANK OF AMERICA NA
 CORPORATE R/E ASSESSMENTS
 NC1-001-03-81
 101 N TRYON ST
 CHARLOTTE NC 28255

SANTIAGO JESUS M GONZALEZ &
 9001 SOMERSET LN
 BONITA SPRINGS FL 34135

HIDA VASILIKA +
 920 72ND ST APT 3H
 BROOKLYN NY 11228

ORTIZ ARSENO & SILVIA +
 9000 SOMERSET LN # 9002
 BONITA SPRINGS FL 34135

HENGEL DAVID A + SYLVIA S
 26 THIRD ST
 BONITA SPRINGS FL 34134

FIFTH THIRD BANK
 MD 10ATA1 CORP FAC
 38 FOUNTAIN SQUARE PLZ
 CINCINNATI OH 45263

UNITED STATES POSTAL SERVICE
 1735 NORTH BROWN RD STE 200
 LAWRENCEVILLE GA 30043

PUESTA DEL LAGO AT LAS BRISAS
 28000 SPANISH WELLS BLVD
 BONITA SPRINGS FL 34135

LAS BRISAS MASTER ASSN
RESORT MANAGEMENT
2685 HORSESHOE DR S # 215
NAPLES FL 34104

SPANISH WELLS COMMUNITY ASSN
9200 BONITA BEACH RD STE 113
BONITA SPRINGS FL 34135

KLINGLER PROPERTIES B LLC
MARLENE DOWNER
3301 BONITA BEACH RD SW # 109
BONITA SPRINGS FL 34134

ACTION BUSINESS CORP
324 SW 16TH ST
BELLE GLADE FL 33430

WARFIELD DONALD H TR
6312 CAMINITO TENEDOR
SAN DIEGO CA 92120

7-ELEVEN INC
1722 ROUTH ST STE 1000
DALLAS TX 75201

DIRK AND BOB JOINT VENTURE
ATT IGUANA MIA
28051 S TAMIAMI TRL
BONITA SPRINGS FL 34134

SPIRIT MASTER FUNDING VII LLC
2727 W HARWOOD STREET SUITE 300
DALLAS TX 75201

MK REALTY 28155 S TAMIAMI TRL
6685 COLLIER BLVD
NAPLES FL 34114

G&I VIII SPRINGS PLAZA LLC
DRA ADVISORS LLC
220 EAST 42ND ST 27TH FL
NEW YORK NY 10017

ENCORE - BONITA LLC
600 CLEVELAND ST STE 316
CLEARWATER FL 33755

WALGREENS CO
RE TAX DEPT STORE 4165
PO BOX 1159
DEERFIELD IL 60015

LB COMMERCIAL HOLDINGS LLC
27911 CROWN LAKE BLVD #207
BONITA SPRINGS FL 34135

LB COMMERCIAL HOLDINGS LLC
LYONS & LYONS PA
27911 CROWN LAKE BLVD STE 102
BONITA SPRINGS FL 34135

ARROYAL CROWN PROPERTY LLC
27911 CROWN LAKE BLVD #103
BONITA SPRINGS FL 34135

MAVEN PROPERTIES LLC
PO BOX 579
BONITA SPRINGS FL 34133

LB COMMERCIAL HOLDINGS LLC
LYONS & LYONS PA
27911 CROWN LAKE BLVD STE 201
BONITA SPRINGS FL 34135

ANDERSON JON D + KAREN J
9020 PALMAS GRANDES BLVD #101
BONITA SPRINGS FL 34135

SPERLE DEAN + ANN
2148 RUNNING DEER LN
FREEPORT IL 61032

WAUGH MARCIA A
9020 PALMAS GRANDES BLVD #201
BONITA SPRINGS FL 34135

PORITSKY OLEG
66 REDWOOD LN
NEWTOWN PA 18940

RISLOVE RICHARD ALLEN +
9010 PALMAS GRANDES BLVD #101
BONITA SPRINGS FL 34135

LIEBERFARB STANLEY J TR
PDM GROUP
564 S WASHINGTON ST STE 200
NAPERVILLE IL 60540

SCHANKER DIMANTINA L/E
101 FAWN LAKE DR
DINGMANS FERRY PA 18328

FAHNESTOCK PAUL M + LINDA K
9010 PALMAS GRANDE BLVD #202
BONITA SPRINGS FL 34135

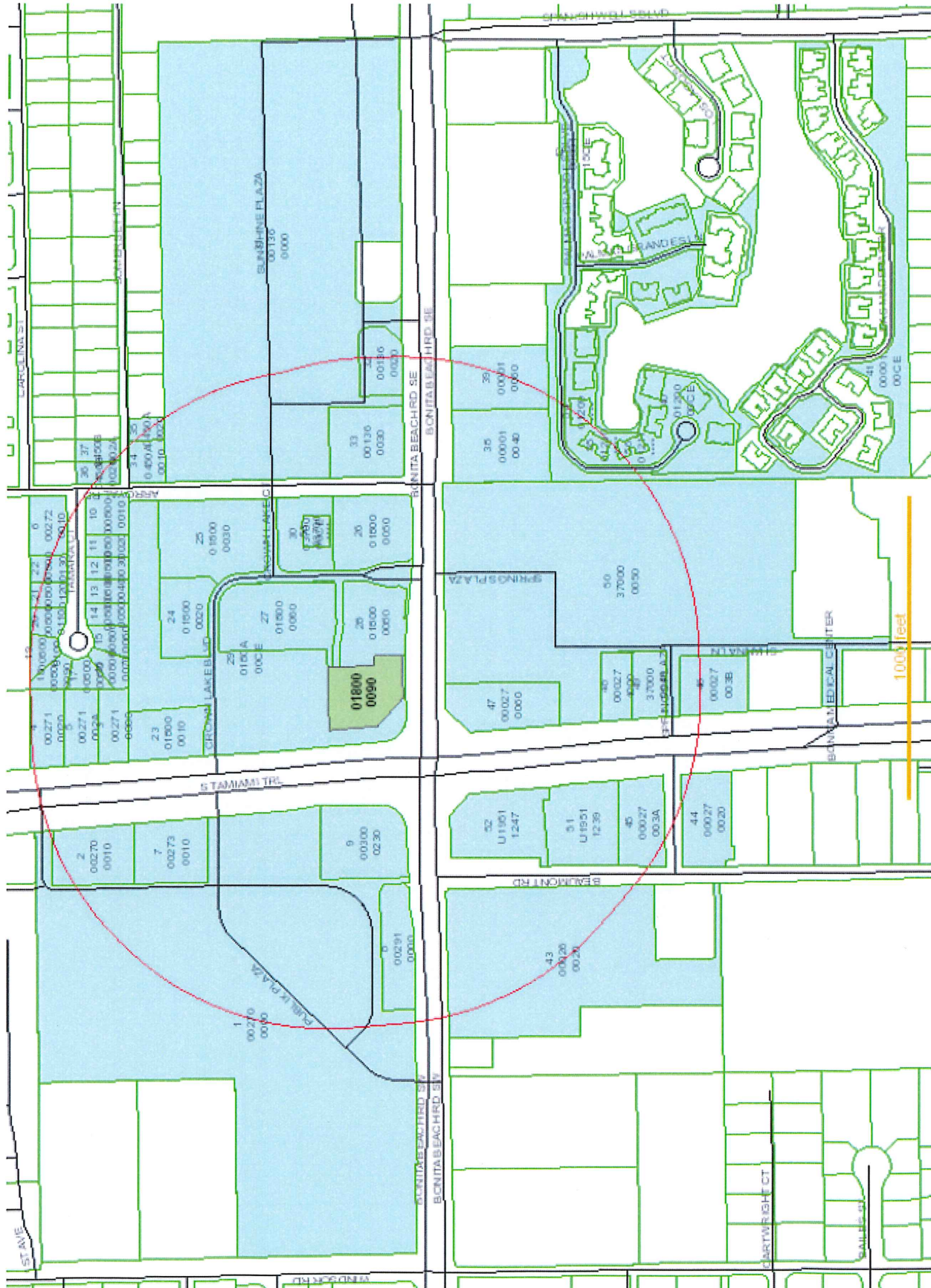
JOHNSON RUTH E
9000 PALMAS GRANDE BLVD #101
BONITA SPRINGS FL 34135

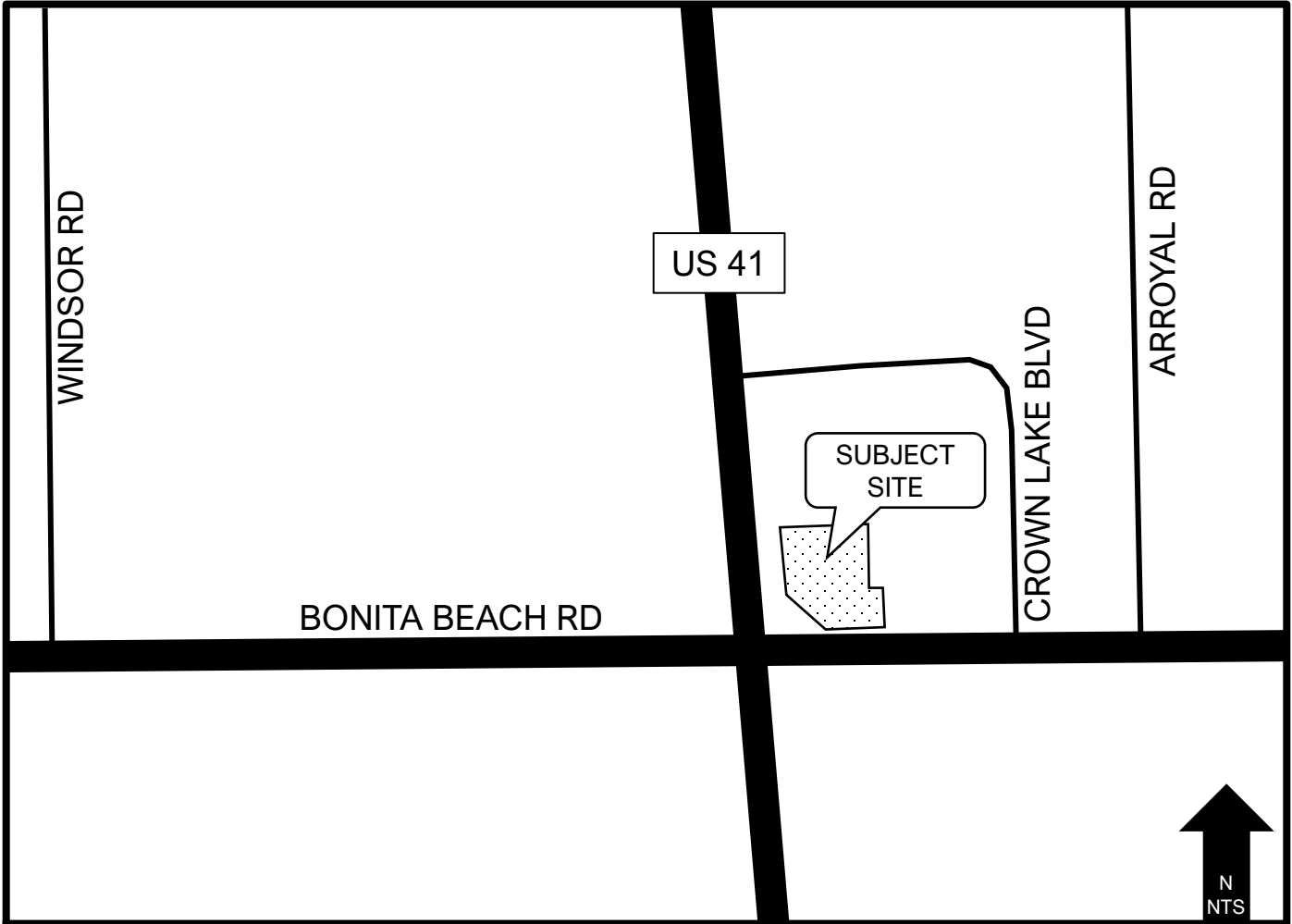
STRIPPOLI LOUIS + SANDRA L
96 WOODLEA RD
SALT POINT NY 12578

LAU TIMOTHY J + SHERRY A
1638 ARAPAHOE TRL
GREEN BAY WI 54313

LEESMAN BRAD W & BARBARA A +
5424 BUCKINGHAM LN
MILFORD OH 45150

EXHIBIT IV-B





Arroyal Mall CPD Location Map

**Exhibit IV-F
Narrative Statement**

Request

The applicant is requesting a special exception to allow outdoor seating for patrons consuming alcoholic beverages in association with a Group III restaurant, within 500 feet of a daycare.

The building on the site was in use as a Perkins restaurant for more than two decades. The Perkins closed in May 2020 and has been vacant since. The building does not have outdoor dining areas, which are crucial in providing a safer option for patrons regarding COVID-19. To increase the likelihood that the building can be occupied by a viable, restaurant use, the applicant is requesting a special exception to allow for consumption on premises, including outdoor seating areas. Consumption on premises is an approved use within the existing commercial planned development; however, a special exception is required when the establishment is within 500 feet of a day care center and provides outdoor seating areas for patrons consuming alcoholic beverages.

Summary of Subject Site

The subject site totals approximately 1.16 acres and is located at 27940 Crown Lake Boulevard, in the northeast quadrant of the intersection of US 41 and Bonita Beach Road. The property is zoned CPD (Arroyal Mall CPD) which permits “100,000 square feet of commercial retail area, plus a 200-room hotel ... or ... 150,000 square feet of commercial retail area without a hotel” as well as “five (5) consumption on premises of alcoholic beverages”. The CPD includes adjacent properties to the north and east.

Surrounding Property

| | Current Use | Zoning |
|-------|--|--------|
| North | Stormwater Management Lake | CPD |
| South | Bonita Beach Road (±135’ ROW), Restaurant, Shopping Center | CC |
| East | Shopping Center | CPD |
| West | US 41 (±197’ ROW), Gas Station (Sunoco/7-Eleven) | C-1A |

The site was originally rezoned in 1987 by Lee County Zoning Resolution Z-87-007, and subsequently amended in 1999 by Lee County Zoning Resolution Z-99-035. The property is developed with a Perkins restaurant that is no longer in use. Perkins had a COP approved by Lee County in 2000 (COP2000-00008) and the daycare in the adjacent shopping center, Noah’s Ark Academy, was established in 2008.

Neighborhood Meeting

A neighborhood meeting was held on March 9, 2021. One person attended, who was a resident of the area. There were no concerns raised.

Relevant Land Development Code Criteria

Criteria for approval of special exceptions are found in Sec. 4-131 and criteria specific to the sale or service for on-premises consumption are found in Sec. 4-1023. Please see below for the required analysis of how this request complies with all relevant criteria.

Sec. 4-131 Zoning board standard for review.

- c) Special exceptions...
- 2) Considerations. In reaching their decision, the zoning board must consider the following, whenever applicable:
 - a. Whether there exist changed or changing conditions that make approval of the request appropriate.

The existing building is currently vacant and the applicant for this request seeks a viable use that is the same as the previous use.

- b. The testimony of the applicant.

To be provided.

- c. The recommendation of staff.

To be provided.

- d. The testimony of the public.

To be provided.

- e. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.

Please see the analysis provided below which demonstrates the request is consistent with the goals, objectives, and policies of the Bonita Plan.

- f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

The request meets or exceeds all performance and locational standards. Please also see the analysis provided per Sec. 4-1023, below.

- g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.

The property is developed and there are no impacts to environmentally critical areas or natural resources.

- h. Whether the request will be compatible with existing or planned uses.

The use is the same as the previous use of the site as a restaurant, which is a permitted use by the CPD and previously determined to be compatible with surrounding uses. The restaurant is located at the intersection of two arterial roadways and is comparable to surrounding commercial uses to the north, south, east, and west. There are two childcare centers within parcels that are within 500' of the restaurant. Noah's Ark Academy is in the adjacent shopping center to the east. There is mature landscaping and an opaque wooden fence between the uses that provide visual screening and noise buffering. Learning City Academy is on the south side of the shopping center to the south, across Bonita Beach Road. The uses are separated by existing landscaping, Bonita Beach Road, a large parking lot, and the north side of the shopping center. The proposed restaurant and childcare centers will have different peak operating hours. The requested COP will have no adverse effect on these uses.

- i. Whether the request cause damage, hazard, nuisance or other detriment to persons or property.

The request will not cause damage, hazard, nuisance, or other detriment to persons or property.

- j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.

The requested use is in compliance with all applicable zoning provisions supplemental regulations, please see the additional analysis provided below.

- 3) Findings. Before making a recommendation to the city council to grant any special exceptions, the zoning board must find that the applicant has proved entitlement to the special exception by demonstrating compliance with:

- a. The Bonita Plan;

The property is designated General Commercial on the Future Land Use Map. The existing and proposed uses are consistent with the FLU designation, which is intended to "accommodate a wide range of commercial uses serving the general

population of the City. This designation recognizes, but is not specifically limited to, properties that been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.” Appropriate uses are recognized as a wide range of commercial retail and service uses.

The landscaping will be updated at time of D.O. and will be consistent with FLU Objective 1.3, which encourages improving the visual and aesthetic appearance of the City; and Transportation Element Objective 1.4, which states the City shall improve the aesthetic qualities and appearances of roadways and their adjacent land uses. The site has access to adequate public facilities and services in accordance with FLU Objective 1.11.

- b. This chapter; and

Provided above.

- c. Any other applicable ordinances or codes.

Provided below.

- 4) Authority.

- a. The zoning board must make the recommendation to grant the special exception unless they find the request is contrary to the public interest and the health, safety, comfort, convenience and welfare of the citizens of the city, or that the request is in conflict with subsection (c)(3) of this section.

The request is not contrary to the public interest or to the health, safety, comfort, convenience or welfare of the citizens of the city and is not in conflict with the required findings of subsection (c)(3).

Sec. 4-1023. Sale or service for on-premises consumption.

- 2) Special exception.

- b. The burden of proof that the grant of the special exception will not have adverse effect on surrounding properties lies with the applicant.

The CPD allows consumption on premises. Bonita Beach Road, ±135’ wide ROW, separates the subject parcel from restaurant and shopping center uses to the south; and US 41, ±197’ wide ROW, separates the subject parcel from a gas station to the west. To the north there is a large stormwater management lake.

There are two childcare centers within parcels that are within 500’ of the restaurant. Noah’s Ark Academy is in the adjacent shopping center to the east, ±100’ from the

closest proposed outdoor seating area. There is mature landscaping and an opaque wooden fence between the uses that provide visual screening and noise buffering. Learning City Academy is on the south side of the shopping center to the south, across Bonita Beach Road, ±231' from the closest proposed outdoor seating area. The uses are separated by existing landscaping, Bonita Beach Road, a large parking lot, and the north side of the shopping center. It should be noted that the LDC requires that we measure the distance to the parcel boundary that the childcare center is in, which is adjacent to Bonita Beach Road. Since the Learning Center Academy is on the southern side of the shopping center, the entrance to Learning Center Academy is ±620' from the front entrance to the restaurant and ±600' to the closest proposed outdoor seating area. The proposed restaurant and childcare centers will have different peak operating hours, and due to separation and ample buffering will have no adverse effect on these uses.

EXHIBIT II-A-1
LEGAL DESCRIPTION

Lot 9, Arroyal Mall, according to the plat thereof recorded in Plat Book 55, Page 43 of the public records of Lee County, Florida.

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

NOTICE

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATION

3639359

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, LAWS OF FLORIDA. I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT 8:59 A.M./P.M. THIS 11th DAY OF August 1994, A.D., AND DULY RECORDED IN PLAT BOOK 55 AT PAGES 43 THRU 46 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

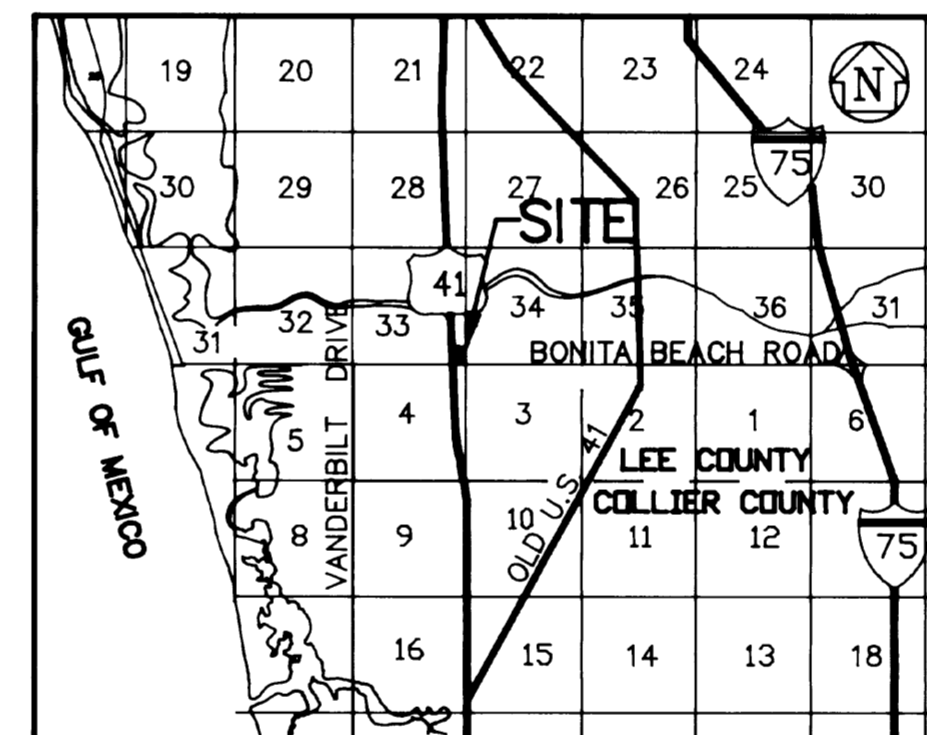
Charlie Green
Charlie Green
CLERK OF COURT



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

Eric V. Sandoval 9th DAY OF MAY, 1994.
ERIC V. SANDOVAL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 5223



LOCATION MAP
(N.T.S.)

APPROVAL

THIS PLAT ACCEPTED THIS 3rd DAY OF August A.D., 1994, IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA.

Roy Judah
ROY JUDAH
CHAIRMAN OF THE BOARD

Charlie Green
Charlie Green
CLERK OF COURT

Dawn E. Perry-Lehner
DAWN E. PERRY-LEHNER
COUNTY ATTORNEY

Walter J. McCarthy
WALTER J. MCCARTHY
DIRECTOR, DIVISION OF DEVELOPMENT REVIEW

Mary Gibbs MARY GIBBS
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT



DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT CAPTAIN INVESTMENTS, INC., A FLORIDA CORPORATION AND THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, THE OWNERS OF THE HEREIN DESCRIBED LAND, HAVE CAUSED THIS PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9, AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80, LOCATED IN LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE TO THE ARROYAL MALL PROPERTY OWNERS ASSOCIATION, INC., TRACTS "A", "B", "C", "D", "E" & "F", AND ALL DRAINAGE EASEMENTS AND CONSERVATION EASEMENTS. ALL PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, THE SAID OWNERS ABOVE HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 9th DAY OF MAY 1994, A.D., HEREBY REVOKING, VACATING AND ABROGATING ANY PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE.

CAPTAIN INVESTMENTS, INC.

Alan V. Roseman *Ronald Beaudry* *John Kaptyn*
Alan V. Roseman Ronald Beaudry John Kaptyn
WITNESS WITNESS JOHN KAPTYN, PRESIDENT

THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB.

C. Forrest Westman *Alan V. Roseman* BY: *Colleen M. Kvetko*
C. Forrest Westman Alan V. Roseman Colleen M. Kvetko
WITNESS WITNESS COLLEEN M. KVETKO, PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED JOHN KAPTYN, PRESIDENT OF CAPTAIN INVESTMENTS, INC., TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 9th DAY OF MAY 1994, A.D.

8-29-95

MY COMMISSION EXPIRES

Alan V. Roseman
Alan V. Roseman
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED COLLEEN M. KVETKO, PRESIDENT OF THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 11th DAY OF MAY 1994, A.D.

8-29-95

MY COMMISSION EXPIRES

Alan V. Roseman
Alan V. Roseman
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ~ LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
(813) 947-1144

D.O. # 94-02-006-000

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PORTION OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; TOGETHER WITH LOT 73 AND PORTIONS OF LOTS 74, 87 AND 88 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°07'36" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, FOR A DISTANCE OF 50.29 FEET; THENCE RUN N 00°52'24" W, FOR A DISTANCE OF 32.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, BONITA SPRINGS BY-PASS AT BONITA BEACH ROAD, LEE COUNTY, SECTION 12010-2509, SHEET 10, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S 89°08'20" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.60 FEET; THENCE RUN N 83°49'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.28 FEET TO THE SOUTHWEST CORNER OF LOT 45 OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01°23'19" W ALONG THE WEST LINE OF SAID LOT 45, FOR A DISTANCE OF 105.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 45; THENCE RUN S 89°07'36" W ALONG THE NORTH LINE OF LOTS 43 AND 44 OF SAID BENSON'S SUBDIVISION, FOR A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 42 OF SAID BENSON'S SUBDIVISION; THENCE RUN S 01°23'19" E ALONG THE EAST LINE OF SAID LOT 42, FOR A DISTANCE OF 95.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE RUN S 89°08'20" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 221.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, LEE COUNTY, SECTION 12010-2509, SHEET 5; THENCE RUN N 47°52'53" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 102.42 FEET; THENCE RUN N 04°54'05" W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 381.59 FEET; THENCE RUN N 02°02'20" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.12 FEET; THENCE RUN N 04°54'05" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 370.57 FEET TO A POINT ON THE NORTH LINE OF LOT 74 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 89°07'36" E ALONG THE NORTH LINE OF LOTS 73 AND 74 OF SAID ARROYAL, FOR A DISTANCE OF 893.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARROYAL ROAD; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 630.00 FEET; THENCE RUN S 89°07'36" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.00 FEET; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 312.45 FEET; THENCE RUN S 43°54'05" W FOR A DISTANCE OF 21.11 FEET TO THE POINT OF BEGINNING, CONTAINING 18.20 ACRES, MORE OR LESS.

GENERAL NOTES

- 1.) BEARINGS HEREON REFER TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; AS BEING N 01°23'19" W.
- 2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 3.) ALL CURVES ARE CIRCULAR.
- 4.) ALL LINES ARE RADIAL UNLESS OTHERWISE SHOWN.
- 5.) A 10' NON-EXCLUSIVE PUBLIC UTILITY EASEMENT IS RESERVED ALONG TRACT "B" OF EACH LOT AND TRACT.
- 6.) LEGEND

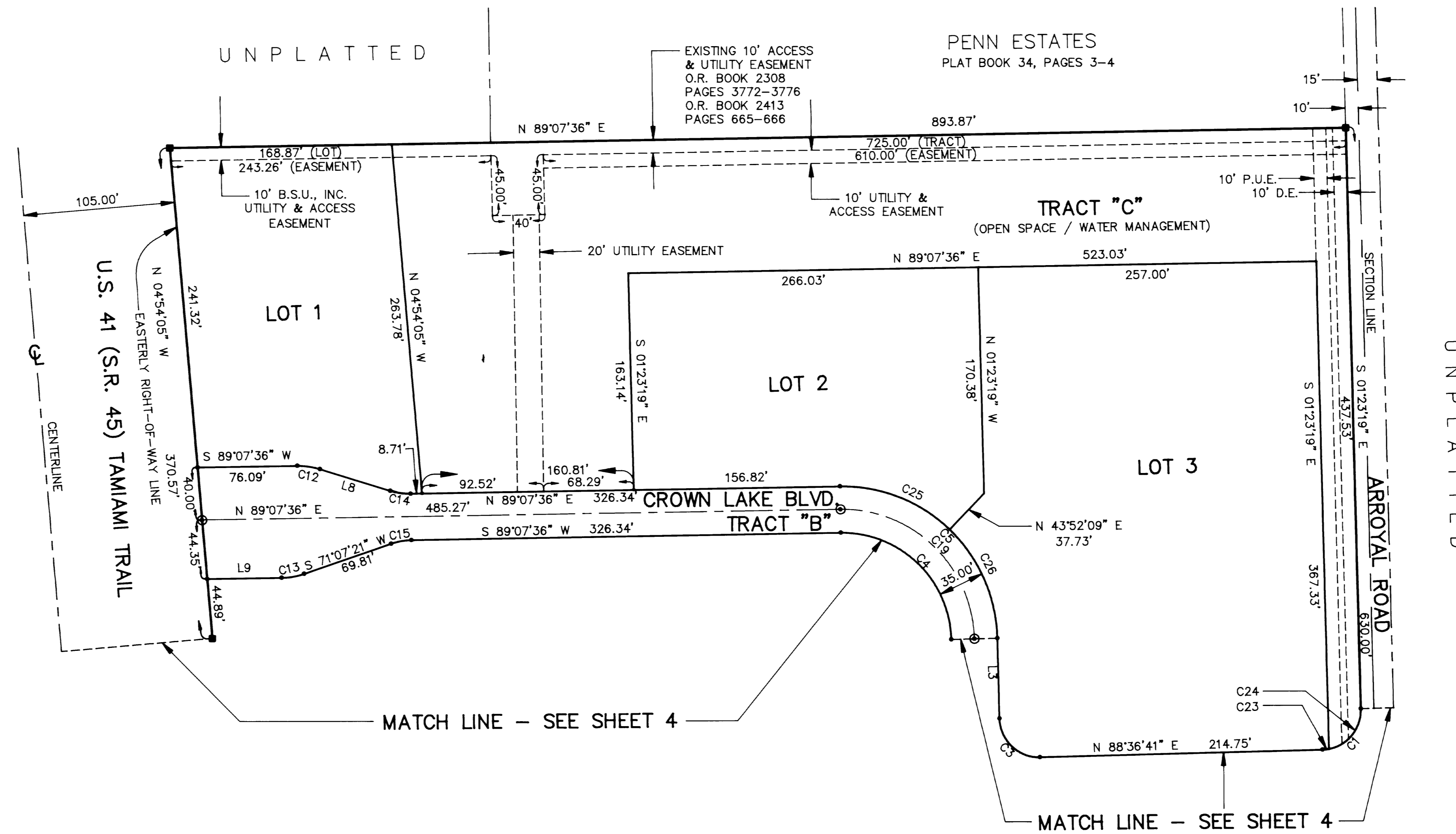
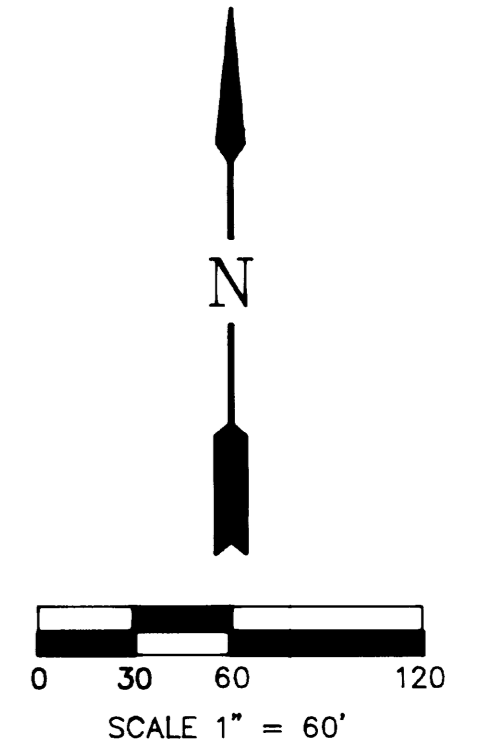
| | |
|--------------|---|
| F.C.M. □ | FOUND CONCRETE MONUMENT |
| P.R.M. ■ | PERMANENT REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH ALUMINUM CAP P.R.M. L.S. #5223) |
| P.C.P. ⊙ | PERMANENT CONTROL POINT (SET P.K. NAIL AND DISK L.B. #5151) |
| (NR) | NON-RADIAL |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| B.S.U., INC. | BONITA SPRINGS UTILITIES, INC. |
| O.R. BOOK | OFFICIAL RECORDS BOOK |
- 6.) ALL ROADS ARE PUBLIC UTILITY EASEMENTS.

D.O. # 94-02-006-00D

THIS INSTRUMENT PREPARED BY:
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
(813) 947-1144

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



CURVE TABLE

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | CHORD BEARING | DELTA |
|-------|---------|---------|---------|---------|---------------|-----------|
| C1 | 30.00' | 47.12' | 30.00' | 42.43' | N 43°36'41" E | 90°00'00" |
| C2 | 30.00' | 47.12' | 30.00' | 42.43' | N 46°23'19" W | 90°00'00" |
| C3 | 30.00' | 47.12' | 30.00' | 42.43' | S 46°23'19" E | 90°00'00" |
| C4 | 82.50' | 128.85' | 81.76' | 116.15' | N 46°07'51" W | 89°29'05" |
| C5 | 117.50' | 183.51' | 116.45' | 165.42' | N 46°07'51" W | 89°29'05" |
| C12 | 55.50' | 17.44' | 8.79' | 17.37' | N 81°52'17" W | 18°00'15" |
| C13 | 55.50' | 17.44' | 8.79' | 17.37' | N 80°07'29" E | 18°00'15" |
| C14 | 50.00' | 15.71' | 7.92' | 15.65' | S 81°52'17" E | 18°00'15" |
| C15 | 50.00' | 15.71' | 7.92' | 15.65' | S 80°07'29" W | 18°00'15" |
| C19 | 100.00' | 156.18' | 99.10' | 140.78' | N 46°07'52" W | 89°29'05" |
| C23 | 30.00' | 5.02' | 2.52' | 5.02' | S 83°48'48" W | 09°35'46" |
| C24 | 30.00' | 42.10' | 25.35' | 38.73' | N 38°48'48" W | 80°24'14" |
| C25 | 117.50' | 91.76' | 48.36' | 89.44' | S 68°30'08" E | 44°44'32" |
| C26 | 117.50' | 91.76' | 48.36' | 89.44' | S 23°45'35" E | 44°44'33" |

LINE TABLE

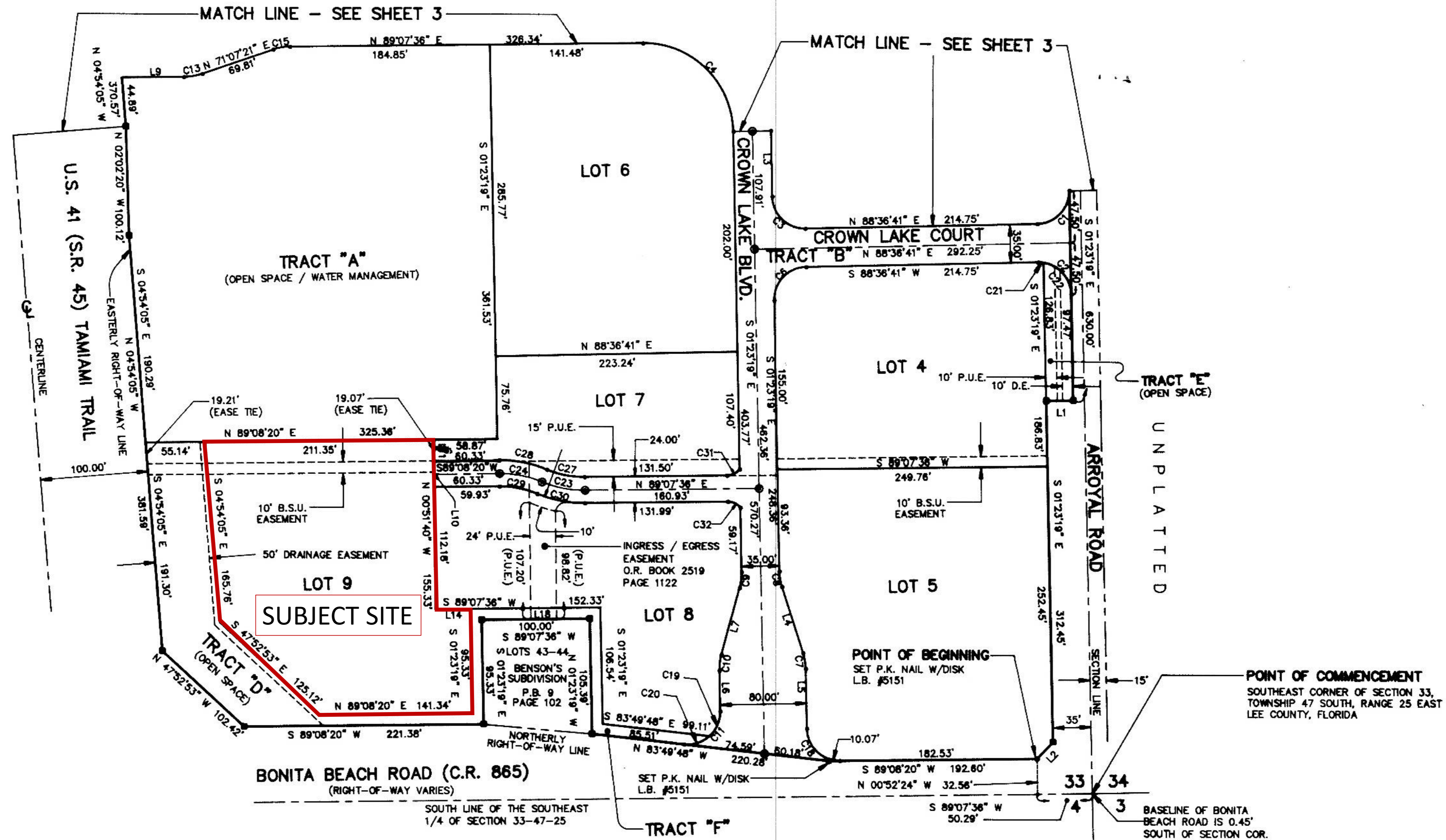
| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L3 | S 01°23'19" E | 60.41' |
| LB | S 72°52'09" E | 55.77' |
| L9 | S 89°07'36" W | 56.82' |

D.O. # 94-02-006-00D

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ~ LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
(813) 947-1144

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



LINE TABLE

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L1 | S 89°07'36" W | 25.00' |
| L2 | S 43°54'05" W | 21.11' |
| L3 | S 01°23'19" E | 60.41' |
| L4 | S 18°05'18" E | 83.63' |
| L5 | S 01°23'19" E | 54.83' |
| L6 | N 01°23'19" W | 37.27' |
| L7 | N 15°18'38" E | 83.63' |
| L8 | N 89°07'36" E | 56.82' |
| L9 | N 00°51'40" W | 24.00' |
| L10 | N 00°51'40" W | 19.15' |
| L11 | N 89°07'36" E | 32.33' |
| L14 | S 89°07'36" W | 120.00' |
| L18 | S 89°07'36" W | 120.00' |

CURVE TABLE

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | CHORD BEARING | DELTA |
|-------|--------|---------|---------|---------|---------------|-----------|
| C1 | 30.00' | 47.12' | 30.00' | 42.43' | N 43°36'41" E | 90°00'00" |
| C2 | 30.00' | 47.12' | 30.00' | 42.43' | N 46°23'19" W | 90°00'00" |
| C3 | 30.00' | 47.12' | 30.00' | 42.43' | S 46°23'19" E | 90°00'00" |
| C4 | 82.50' | 128.85' | 81.78' | 116.15' | N 46°07'51" W | 89°29'05" |
| C6 | 30.00' | 47.12' | 30.00' | 42.43' | S 43°36'41" W | 90°00'00" |
| C7 | 50.00' | 14.57' | 7.34' | 14.52' | N 09°44'18" W | 18°41'57" |
| C8 | 50.00' | 14.57' | 7.34' | 14.52' | S 09°44'18" E | 18°41'57" |
| C9 | 50.00' | 14.57' | 7.34' | 14.52' | N 08°57'40" E | 18°41'57" |
| C10 | 50.00' | 14.57' | 7.34' | 14.52' | S 08°57'40" W | 18°41'57" |

CURVE TABLE

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | CHORD BEARING | DELTA |
|-------|---------|---------|---------|--------|---------------|-----------|
| C11 | 30.00' | 51.08' | 34.24' | 45.13' | N 47°23'28" E | 97°33'31" |
| C13 | 55.50' | 17.44' | 8.79' | 17.37' | N 80°07'29" E | 18°00'15" |
| C15 | 50.00' | 15.71' | 7.92' | 15.65' | N 80°07'29" E | 18°00'15" |
| C16 | 30.00' | 49.23' | 32.19' | 43.89' | S 42°06'48" W | 94°01'41" |
| C18 | 30.00' | 46.85' | 29.73' | 42.23' | S 46°07'30" E | 89°28'21" |
| C19 | 30.00' | 25.85' | 13.79' | 25.06' | S 23°17'45" W | 49°22'08" |
| C20 | 30.00' | 25.23' | 13.42' | 24.49' | S 72°04'31" W | 48°11'23" |
| C21 | 30.00' | 5.02' | 2.52' | 5.02' | S 86°35'30" E | 09°35'46" |
| C22 | 30.00' | 42.10' | 25.35' | 38.73' | S 41°35'30" E | 80°24'14" |
| C23 | 100.00' | 40.50' | 20.53' | 40.23' | S 79°16'11" E | 23°12'25" |
| C24 | 100.00' | 40.48' | 20.52' | 40.21' | N 79°15'49" W | 23°11'41" |
| C27 | 88.00' | 35.64' | 18.07' | 35.40' | S 79°16'11" E | 23°12'25" |
| C28 | 112.00' | 45.34' | 22.99' | 45.03' | N 79°15'49" W | 23°11'41" |
| C29 | 88.00' | 35.62' | 18.06' | 35.38' | S 79°15'49" E | 23°11'41" |
| C30 | 112.00' | 45.36' | 23.00' | 45.05' | S 79°16'11" E | 23°12'25" |
| C31 | 15.00' | 13.53' | 7.27' | 13.08' | N 63°16'37" E | 51°41'59" |
| C32 | 18.00' | -13.27' | 7.10' | 12.84' | N 65°32'20" W | 50°40'09" |

THIS INSTRUMENT PREPARED BY:
ERIC V. SANBOVAL, L.S. #5223
G. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS - LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33823
(813) 947-1144

D.O. # 94-02-006-000

Jeremie Chastain

From: Francesca Passidomo <fpassidomo@cyklawfirm.com>
Sent: Wednesday, May 5, 2021 5:14 PM
To: Paula McMichael
Cc: Dianna Quintanilla
Subject: FW: COP21-79002-BOS

Good news

FRANCESCA PASSIDOMO, Esq.

The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535
F: 239.435.1218 fpassidomo@cyklawfirm.com

Visit cyklawfirm.com to learn more about us.



Both Francesca Passidomo and Coleman, Yovanovich & Koester, P.A., intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Francesca Passidomo immediately at fpassidomo@cyklawfirm.com or call (239) 435-3535. Thank you.

FRAUD ALERT ---- PLEASE DO NOT WIRE ANY FUNDS TO OUR FIRM UNLESS YOU OR THE SENDING BANK HAVE VERIFIED THE WIRING INSTRUCTIONS DIRECTLY WITH OUR FIRM VIA TELEPHONE

From: Mary Zizzo [mailto:MZizzo@cityofbonitaspringscd.org]
Sent: Wednesday, May 05, 2021 5:13 PM
To: Francesca Passidomo <fpassidomo@cyklawfirm.com>
Cc: Jacqueline Genson <jgenson@cityofbonitaspringscd.org>
Subject: COP21-79002-BOS

Good Afternoon Francesca,

As a follow-up to our meeting, the compliance with the Bonita Beach Road Corridor and the U.S. 41 Overlay for a built out Planned Development is voluntary. Chapter 3 requirements are not voluntary. The narrative provided indicates compliance with the U.S. 41 Overlay, should this not be the case, this application needs to be amended.

Should you have any further questions, please let us know.

Thank you,

Mary C. Zizzo, Esq.

Planner II
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
Direct: 239-444-6162
Main Line: 239-444-6150
Fax: 239-444-6140
Email: Mzizzo@cityofbonitaspringscd.org

The zoning information contained within does not constitute an official Zoning Verification Letter and may be subject to changes and may contain errors. The application for an official Zoning Verification Letter can be found here:
http://cityofbonitaspringscd.org/forms/Zoning_Verification_Letter_20170502.pdf

How are we doing? If you have a quick minute, please participate in a brief online Customer Satisfaction Survey. We'd love to hear from you as we value and welcome customer feedback. To participate in the survey, click here: <http://cityofbonitaspringscd.org/customer-survey/>

Florida has a very broad public records law. Most written communications to or from City Employees and officials regarding City business are public records available to the public and media upon request. Your email communication may be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: [Paula McMichael](#)
To: [Mary Zizzo](#)
Cc: [Cynthia Vargas](#)
Subject: RE: Crown Lake Blvd. Consumption on Premises
Date: Thursday, July 29, 2021 9:14:25 AM
Attachments: [Conceptual Site Plan 7-29-2021.pdf](#)

Hi Mary,

Revised site plan is attached and please see **responses**, below. Let me know if you need any additional information.

Paula N. C. McMichael, AICP
Hole Montes, Inc.
(239) 254-2000

From: Mary Zizzo <MZizzo@cityofbonitaspringscd.org>
Sent: Wednesday, July 28, 2021 4:30 PM
To: Paula McMichael <PaulaMcMichael@hmeng.com>
Cc: Cynthia Vargas <CVargas@cityofbonitaspringscd.org>
Subject: FW: Crown Lake Blvd. Consumption on Premises

Paula, in addition to the below, did you have proposed hours of operation?

Since we don't have a confirmed end-user, no, I don't have proposed hours of operation.

Thank you,

Mary C. Zizzo, Esq.
Planner II
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
Direct: 239-444-6162
Main Line: 239-444-6150
Fax: 239-444-6140
Email: Mzizzo@cityofbonitaspringscd.org

From: Mary Zizzo
Sent: Tuesday, July 27, 2021 10:06 AM
To: Paula McMichael <PaulaMcMichael@hmeng.com>

Subject: Crown Lake Blvd. Consumption on Premises

Paula,

In your narrative, I am looking for a bit more detail as I prepare my recommendation.

4-131, c, (2)

- a. Is the building being vacant your changed circumstance? Did something change to make this request different from the previous use?

The Perkins had occupied the building for approx. 20 years and customer expectations and the restaurant industry have changed over the decades. Part of changing expectations for restaurants – especially post-COVID – has been a need for outdoor dining in order to attract patrons. The building will need to be substantially updated in order to attract a new occupant, and a part of those updates will be the outdoor dining area. In order to attract the largest pool of new tenants, the owner seeks a COP for the outdoor seating. Most restaurants serve alcohol, and this approval allows the same menu to be available both outside and inside – again, to meet customer expectations that the dining experience outside will be equal to what’s available indoors.

- (i) How will this request not cause damage, hazard, nuisance or other detriment to persons or property?

The Perkins did have a COP, issued in 2000, when Noah’s Ark occupied the adjacent building in 2008. Noah’s Ark operates 6 AM – 6 PM, while most restaurants serving lunch and dinner would be open from 11 AM to 10 PM. The outdoor seating is not proposed for live music or other entertainment and will not be visible from either daycare. Outdoor dining can be achieved without the need for a special exception and would have similar – and similarly minimal – impacts.

On your site plan, can you eliminate the clouded areas so as not to confuse the Council about the request?

Thank you,

Mary C. Zizzo, Esq.
Planner II
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
Direct: 239-444-6162
Main Line: 239-444-6150
Fax: 239-444-6140
Email: Mzizzo@cityofbonitaspringscd.org



June 29, 2021

Ms. Paula N. C. McMichael, AICP
Holes Montes Inc.
950 Encore Way
Naples, FL 34110

Re: COP21-79002-BOS, 27940 Crown Lake Blvd. Consumption on Premises
Special Exception

Dear Ms. McMichael,

The Zoning Division has reviewed the information provided and supplemented for the special exception request referenced above. The application has been found sufficient and the following request language is being proposed.

A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III use.

Please provide in writing your comments on this proposed language by July 7, 2021.

Feel free to contact me if you have any questions.

Sincerely,
DEPARTMENT OF COMMUNITY DEVELOPMENT
Planning and Zoning Division

Mary Zizzo, Esq.
Planner II

Copy: Derek Rooney, City Attorney
John Dulmer, Director of Community Development
Jacqueline Genson, Planning & Zoning Manager
Jay Sweet, PSM, AICP, City Surveyor
Sean Gibbons, Environmental Specialist/Bike-Ped Coordinator
Trisha Goff, Development Engineer
Tom Ross, Transportation Engineer

9220 Bonita Beach Road
Suite 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amelia Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

**Community
Development**
(239) 444-6150

COP21-79002-BOS
27940 Crown Lake Blvd
Neighborhood Meeting Summary

A second neighborhood meeting was held on July 29, 2021, at 5:30 PM at the Auditorium at St. Leo's Catholic Church. The agent waited until 5:50 PM and then closed the meeting with no one in attendance.



AFFIDAVIT OF POSTING NOTICE

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

INSTRUCTIONS

A zoning sign must be posted on the parcel subject to any zoning application for a minimum of fifteen CALENDAR (15) days in advance of a Public Hearing and maintained through the City of Bonita Springs Public Hearing, if any. This sign will be provided by the Zoning Division in the following manner:

- a. Signs for case # COP21-79002-BOS must be posted by Aug. 3, 2021.
- b. The sign must be erected in full view of the public, not more than five (5) feet from the nearest right-of-way or easement.
- c. The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or pother structure. The sign may not be affixed to a tree or other foliage.
- d. The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
- e. If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.
- f. The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

When a parcel abuts more than one (1) street, the applicant must post signs along each street. When a subject parcel does not front a public road, the applicant must post the sign at a point on a public road which leads to the property, and the sign must include a notation which generally indicates the distance and direction to the parcel boundaries and the dimensions of the parcel.

NOTE: AFTER THE SIGN HAS BEEN POSTED, THE AFFIDAVIT OF THE POSTING NOTICE, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO CITY OF BONITA SPRINGS ZONING DIVISION, 9220 BONITA BEACH ROAD, SUITE 109, BONITA SPRINGS, FL 34135.

(Return the completed Affidavit below to the Zoning Division as indicated in previous paragraph.)

STATE OF FLORIDA
COUNTY OF LEE Collier

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Paula McMichael
WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPER NOTICE AS REQUIRED BY SECTION 4-229(B) OF THE CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN THE ZONING APPLICATION REFERENCED BELOW:

Paula McMichael
SIGNATURE OF APPLICANT OR AGENT

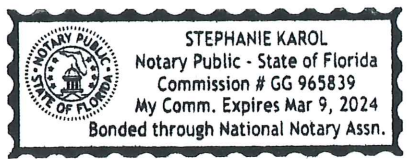
Paula McMichael, AICP, VP
NAME (TYPED OR PRINTED)

Hob Montes, Inc/950 Encore Way
ST. OR P.O. BOX

Naples, FL 34110
CITY, STATE & ZIP

STATE OF FLORIDA
COUNTY OF LEE Collier

The foregoing instrument was sworn to and subscribed before me this 3rd day of August, 2021,
by Paula McMichael, personally known to me or who produced
_____ as identification and who did/did not take oath.



Stephanie Karol
Signature of Notary Public
Stephanie Karol
Printed Name of Notary Public

My Commission Expires:
(Stamp with serial number)







**CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: COP21-79002-BOS**

This is a courtesy notice of a proposed zoning action within 500 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mary Zizzo, Planner**, at **(239) 444-6162**, or **mzizzo@cityofbonitaspringscd.org**. Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

<http://cityofbonitasprings.org/cms/one.aspx?pagelId=13788499>

| | |
|--|--|
| Zoning Board of Adjustments: August 17, 2021 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135 | City Council: September 15, 2021 at 9:00am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135 |
|--|--|

CASE NUMBER: COP21-79002-BOS

CASE NAME: Crown Lake Blvd. Consumption on Premises Special Exception

REQUEST: A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III use.

LOCATION: The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34134. STRAP: 33-47-25-B3-01800.0090

Any person requiring special accommodations at any of the meetings because of a disability or physical impairment should contact Lisa Roberson, Finance Director, at 239-949-6262, at least 48 hours prior to the meeting. If a person decides to appeal a decision made by the council in any matter considered at this meeting/hearing, such person may need to ensure that a verbatim record of the proceeding is to be made, to include the testimony and evidence upon which any such appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

Support X Oppose

Application: COP21-79002-BOS, Crown Lake Blvd Consumption on Premises

SUPPORT: CONSUMPTION ON PREMISES OK.
OPPOSE: OUTDOOR AMPLIFIED MUSIC!

DATE: 7-28-21
NAME: IREX SIMS PHONE: 239-992-8003
ADDRESS: PO BOX 2387 CITY/STATE/ZIP: BONITA SPRINGS FL

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

| | |
|---|-----------------------|
| I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are: | |
| NAME: _____ | PHONE: _____ |
| ADDRESS: _____ | CITY/STATE/ZIP: _____ |

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from the court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

REQUESTED MOTION: Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2021-2022 soccer season.

REQUESTOR: Nicole Perino, Parks and Recreation Director/ Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

City Council annually reviews the Parks and Recreation Agreement, which provides the responsibilities of the Casa Mexico Adult Soccer League to use the city's soccer facilities for each Soccer Season. The league would like to renew this agreement for another one-year term. The league would like to continue being able to pay all the team fees until February 1, 2022 giving the league time to register and collect fees from each team.

The Agreement also provides:

- The extent of city maintenance responsibility.
- When the individual leagues may use the facility, as well as clean up and parking requirements.
- Term of one year.
- Insurance requirements

STAFF RECOMMENDATION: Approve the agreement with the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2021-2022 soccer season.

ATTACHMENTS:

1. Draft Agreement
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Nicole Perino

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**ADULT LEAGUE AGREEMENT
CASA MEXICO SOCCER LEAGUE**

THIS AGREEMENT is made and entered into this ____ day of September, 2021, by Casa Mexico Soccer League, hereinafter called "League" and the City of Bonita Springs, a municipal corporation of the State of Florida, hereinafter called the "City".

WITNESSETH:

WHEREAS, the League and the City recognize the need for public recreational facilities that contribute to a better quality of life for all facility patrons; and

WHEREAS, in the interests of providing the best possible sports program at the least cost to participants and users of City facilities, full cooperation between the League and the City is necessary; and

WHEREAS, it is in the best interests of the parties to outline the details of such cooperation.

NOW, THEREFORE, in consideration of these promises, the City does hereby agree to maintain certain improvements to City facilities, and the League agrees to participate in the maintenance of the entire facility used, pursuant to the schedule attached as Exhibit A, specifying dates, times and type of uses (e.g., practice, regular soccer season, all-star, tournaments).

A. CITY MAINTENANCE RESPONSIBILITY

1. City will mow and maintain the athletic fields and common areas.
2. City will coordinate the irrigation and lighting of the fields, so as to make the fields be available for use during the schedule.
3. City will coordinate the fertilization, herbicide treatment, pesticide treatment and fungicide treatment.
4. City will maintain the public restroom maintenance within the concession building.
5. City will maintain the exterior of the building and any infrastructure.
6. City will coordinate with the League volunteer staff to provide training for recommended maintenance procedures and safety precautions. Training of any new volunteers recruited during the scheduled items will become the responsibility of the League. In addition, the City will provide necessary maintenance and operational procedures for League use.

7. City will remove trash from receptacles and place into dumpsters if fields are used by any group other than our 3 soccer leagues.
8. The City will provide the equipment required to chalk in and paint fields, but will not provide the paint or chalk. This is subject to League responsibility below.
9. City will provide trash bags, litter grabbers and receptacles.
10. City recognizes the length of the individual season as follows:

Adult Soccer: September 11, 2021 through June 3, 2022

All other tournaments and all-star games may be added with consent by City Parks and Recreation Director.

B. LEAGUE RESPONSIBILITIES

1. The League is responsible for all trash and litter pick-up from field areas that are used by the league, including the parking area.
2. The League is responsible for any replacement of chalk lining and paint material and equipment. League will paint the initial layout for the league, as well as being responsible for all other painting and chalking. League will be responsible for the maintenance and repair of equipment that is owned by the City of Bonita Springs during the League's season.
3. The League is responsible for maintaining interior portions of the concession building including meeting rooms i.e. cleaning, etc.
4. The League will stock and supply the concession stand and will keep all funds from the sale of items in the concession area at the City's Soccer Complex. The League agrees to design and maintain internal controls over its cash collection to ensure the safeguarding of funds, so that any profit resulting from the concession stand is used for the operation of the League.
5. The League is not permitted to sell items, including concession type operations at Marni fields unless the league obtains special permission from the City Parks and Recreation Director.
6. The City is not responsible for any lost, stolen or damaged items that are the property of the league. The League is responsible for their own property located within the Soccer Complex or Marni fields.

7. The League will be permitted access to the concession building (including the meeting room) one (1) hour before scheduled play begins, and will have one (1) hour to clean up and exit the concession building after the League's games have concluded. The League will be responsible to communicate with the Parks and Recreation Director for additional concession building and meeting room requests.
8. The League is responsible for paying its fee of \$375 per team for each team, which must be paid by February 1, 2022. This fee will be used to pay their portion of the utility charges, storage rooms, meeting rooms, restrooms and field use.
9. The League must provide the City with completed Parks and Recreation registration and waiver forms for each player before that player may participate in any activities on City facilities.
10. The League will be responsible for the cleaning and maintenance of the restrooms and common areas used by the League during the League's use of the fields.
11. The League will ensure that players, coaches, parents, league board members, and spectators follow a Code of Ethics.
12. The League will be responsible to follow and assist in the enforcement of the City of Bonita Springs Parks & Recreation Ordinance during league practices and play while on City property.
- 13. THE LEAGUE WILL BE PENALIZED FOR FAILURE OF THE LEAGUE TO MEET ANY OF ITS REQUIREMENTS ABOVE, ESPECIALLY (1) LEAVING TRASH ON THE PROPERTY, (2) PARKING IN UNAUTHORIZED LOCATIONS OR (3) ALLOWING UNAUTHORIZED VENDORS. PENALTIES ASSESSED BY THE CITY MAY INCLUDE A SUSPENSION FROM USE OF THE CITY PROPERTY, A FINE PER OCCURRENCE NOT TO EXCEED \$100.00, OR FOR REPEAT VIOLATIONS AFTER WARNING, TERMINATION OF THIS AGREEMENT AND CESSATION OF USE OF THE FACILITIES BY THE LEAGUE.**

C. GENERAL COOPERATION

1. City's contact person shall be the City Parks and Recreation Director. The league's contact person shall be the President, or designee of the League, as specified below:
 Name: Juan Romero
 Address: 9862 Connecticut St. Bonita Springs, FL 34135
 Phone number: 239-322-9298

2. City will advise the League of any outside requests for field usage during permitted dates and times. The League shall have priority for use of the facility during primary League season, but the League agrees to cooperate with other groups wishing to use the facility. The League will allow other youth sports entities to use the fields for practice so long as such use does not conflict with the League's scheduled use. If there is an alternative League with at least twenty-five (25%) percent of players living within the corporate boundaries of the City of Bonita Springs, the League will accommodate practice times in such a manner so as not to interrupt that alternative League, or to have practice times that would affect school and parent schedules.
3. The City will supply to the League a schedule for use of the fields during regular season play.
4. The League will advise the City of Bonita Springs of changes in officers of the League within two (2) weeks of new term. The League will provide name and telephone numbers of new officer. The Parks and Recreation Director and the new president will acknowledge in writing this existing agreement, to be filed with the City Clerk.
5. All of the League coaches will participate in mandatory coaches' clinics provided by the City, County or particular League's District.

D. CAPITAL IMPROVEMENTS PROJECTS

1. Currently budgeted of future project requests will only be considered for approval upon successful performance of this agreement.
2. It is the policy of the City not to construct Capital Improvements which will negatively impact the limited resources of Parks and Recreation.
3. Facility additions, structures or construction of any kind will not be permitted on City property without a written request and approval by the Parks and Recreation Director.

E. TERM

1. Initial term of this agreement will be for one (1) year, commencing upon the date of execution, and will be reviewed annually and amended as needed in the same form as it was approved. The City may terminate agreement with (thirty) 30 days' notice.

F. INSURANCE

1. Insurance shall be provided per the attached insurance requirements for Sports Leagues. See Exhibit "B". City will be named as an additional insured.
2. League shall indemnify and hold the City harmless from any and all claims, liability, losses, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the league in its operations under this agreement and shall pay all claims and losses of any nature whatsoever in connection with, shall defend all suits, in the name of the City, when applicable, including appellate proceedings and shall pay all costs, judgments, and attorney's fees, which may issue thereon; provided, however, that nothing herein shall be construed to require the league to indemnify City against liability resulting from the willful, negligent, or unlawful acts or omissions of the City, not be liable for loss or damage incurred or occasioned by the league in the performance of operations under this agreement. This provision shall survive the termination of this agreement.

G. CONCESSION STAND OPERATIONS

1. League will be responsible for the concession stand revenue at the Soccer Complex. They will be responsible not only for the food and health criteria of serving the food, but also internal control of collection of cash. The league is responsible for paying the concession stand monthly fee of \$75.00 per month (during their soccer season).

H. COVID-19 ACKNOWLEDGEMENT

1. Both the City and the League acknowledge and understand the circumstances of the COVID-19 pandemic and will take all reasonable precautions, consistent with the applicable guidance issued by the Center for Disease Control (CDC) and the Florida Department of Health (FDOH) in order to limit the spread of COVID-19 and promote the health and safety of the players, coaches, parents, and City staff.
2. The City and the League acknowledge and understand the circumstances of the pandemic create a fluid situation and that the guidance provided by the CDC and FDOH may change during the term of this Agreement. Both parties shall monitor the situation closely and adjust as may become necessary.

3. In the event that any Order is issued by the City, by Lee County, by the Florida Governor, or by the President of the United States that affects the terms of this Agreement, such Order shall supersede. The City shall have the sole discretion as to whether the Agreement may endure any such Order, including, but not limited to, the suspension or cancellation of adult leagues.

CASA MEXICO SOCCER LEAGUE

_____ Date By: _____
President/Designee

WITNESSES:

(1) _____ Sign _____ Print Name

(2) _____ Sign _____ Print Name

CITY OF BONITA SPRINGS

AUTHENTICATION:

_____ Mayor _____ City Clerk

APPROVED AS TO FORM: _____
City Attorney

DATE FILED WITH CITY CLERK: _____

EXHIBIT A
SCHEDULE OF USE

EXHIBIT "B"
**INSURANCE REQUIREMENTS FOR SPORTS EVENTS
HELD AT CITY OF BONITA SPRINGS FACILITIES**

Your certificate of insurance must meet the following requirements:

| | |
|-----------------------|---|
| Requirement #1 | The City of Bonita Springs shall be added as an additional insured on the comprehensive general liability policy. |
| Requirement #2 | Certificate holder shall be listed as follows: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 |
| Requirement #3 | Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change. |

A. COMMERCIAL GENERAL LIABILITY

Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability and broad form property damage exposure with minimum limits of \$1,000,000. per occurrence for bodily injury and property damage.

B. ACCIDENT MEDICAL

Coverage shall apply to all participants in the Sports event and provide minimum aggregate limits of \$100,000. with minimum medical limits of \$5,000. (per person) and minimum dental limits of \$2,500 (per person). Said coverage is acceptable on an excess basis.

The organization will provide the City with evidence of the above referenced insurance by submission of a Certificate of Insurance to be on file with the City Clerk prior to onset of this agreement

You should provide your insurance agent with a copy of this sheet. If you or your insurance agent/producer has any questions about these requirements contact the City Clerk.

Please send or fax your certificates to:

Debra Filipek, City Clerk
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135
Phone: (239) 949-6262
Fax: (239) 949-6251

REQUESTED MOTION: Approve a contract amendment with Tyler Technologies to upgrade the City's Accounting Software

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

As provided in the 2021-2022 Draft Budget, the City needs to upgrade the Accounting Software which was originally purchased in 2013. This upgrade will switch to a web-based software which will greatly increase the resiliency of the City's financial systems. The web-based accounting software can be assessed from any location which is critical in the event of remote working requirements.

This software upgrade will allow the City to transition into paperless accounting transactions which will increase operating efficiency. One example of the increased efficiency is the paperless processing of accounts payable. This will allow all departments to approve and process invoices from any location.

Additionally, the financial reporting ability will be greatly increased as it relates to the preparation of the budget and the audited financial statements.

The cost of the software upgrade as included in the 2021-2022 budget draft is as follows:

- One-time implementation fees of \$115,870 less credit of \$64,000 discussed below; and
- Annual fees of \$71,324 for 3-year contract term which totals \$213,972.

The contract totals \$329,842; however, the vendor is providing the City a credit of \$64,000 related the current software. This credit reduces the capital outlay budget to \$51,870.

Budget line-item details: 00.501.513.3426 software maintenance \$71,400 and 00.501.513.6400 capital outlay \$52,000

STAFF RECOMMENDATION: Approve the contract amendment.

ATTACHMENTS:

1. Amendment
 2. Prior Agreements
-

REVIEWERS:

| | |
|----------------------|---------------|
| City Manager: | Arleen Hunter |
| City Attorney: | Derek Rooney |
| City Clerk: | Debra Filipek |
| Department Director: | Lisa Roberson |

Council Action: Approved Denied Deferred Other _____

CITY OF BONITA SPRINGS SERVICE PROVIDER AGREEMENT
AMENDMENT TO ORIGINAL AGREEMENT

Amendment Number: 3

(Amendment Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

ORIGINAL CONTRACT: Software as a Service Agreement / CONTRACT NUMBER: BSC 06-12-248

PROJECT NAME OF AMENDMENT: Accounting Software Upgrade to Munis

VENDOR: Tyler Technologies / ACCOUNT NUMBER: 00.501.513.6400

REQUESTED BY: Lisa Griggs Roberson Finance Department / DATE OF REQUEST: 08/16/2021

Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Vendor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

It is understood and agreed that the acceptance of this modification by the Vendor constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

| | | |
|------------------|------------------------|--|
| ACCEPTED: | ATTEST: | CITY APPROVAL: |
| _____ | _____ | _____ |
| Vendor Signature | City Clerk | City Manager (Under \$50,000) |
| _____ | _____ | _____ |
| Print Name | Date | Date Approved |
| _____ | _____ | _____ |
| Address | Approved By: | Approved By: |
| _____ | _____ | _____ |
| Address | City Attorney's Office | Mayor, City Council for Bonita Springs |
| _____ | _____ | _____ |
| Date Accepted | Date Approved | Date Approved |
| _____ | _____ | _____ |
| Corporate Seal | | |



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client desires to transition from Tyler Incode financial software to the Tyler Munis financial software set forth in the Investment Summary, to include access to Tyler's proprietary software products, and Tyler desires to provide such products and related services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Bonita Springs, Florida.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with

us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have



purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at

least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you

may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted

to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

| | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Bonita Springs, FL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Bonita Springs
9101 Bonita Beach Road SE
Bonita Springs, FL 34135

Attention: _____





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Tim Vickers
 Date: 5/19/2021
 Quote Expiration: 11/13/2021
 Quote Name: City of Bonita Springs-ERP-Munis-Core Financials
 Quote Number: 2021-128377
 Quote Description: 3 Year SaaS - Munis Core Financials

Sales Quotation For

City of Bonita Springs
 9101 Bonita Beach Rd SE
 Bonita Springs , FL 34135-4215
 Phone: +1 (239) 949-6257

| SaaS Description | # Years | Annual Fee | One Time Fees |
|---|---------|-----------------|-----------------|
| | | | Data Conversion |
| Financials | | | |
| Accounting/GL | 3.0 | \$16,779 | \$10,200 |
| Accounts Payable | 3.0 | \$4,890 | \$0 |
| Budgeting | 3.0 | \$4,890 | \$0 |
| Capital Assets | 3.0 | \$4,125 | \$0 |
| Cash Management | 3.0 | \$2,793 | \$0 |
| Project & Grant Accounting | 3.0 | \$3,285 | \$4,000 |
| Purchasing | 3.0 | \$7,070 | \$1,800 |
| Data and Reporting | | | |
| Comprehensive Annual Financial Report Statement Builder | 3.0 | \$5,467 | \$0 |
| Munis Analytics & Reporting | | \$14,730 | \$0 |
| Document Management | | | |
| Tyler Content Manager SE | 3.0 | \$7,295 | \$0 |
| Tyler Forms | | | |
| Tyler ReadyForms Processing (including Common Form Set) | | \$4,773 | \$0 |
| TOTAL: | | \$71,324 | \$16,000 |

Other Services

| Description | Quantity | Unit Price | Extended Price | Maintenance |
|---|----------|------------|-----------------|-------------|
| Data and Reporting - Onsite Hours | 24 | \$195 | \$4,680 | \$0 |
| Data and Reporting - Remote Hours | 64 | \$163 | \$10,432 | \$0 |
| Document Management - Onsite Hours | 8 | \$195 | \$1,560 | \$0 |
| Document Management - Remote Hours | 24 | \$163 | \$3,912 | \$0 |
| Financials - Onsite Hours | 96 | \$195 | \$18,720 | \$0 |
| Financials - Remote Hours | 272 | \$163 | \$44,336 | \$0 |
| Project Management | 60 | \$163 | \$9,780 | \$0 |
| Munis Executive Insights Implementation | 1 | \$4,800 | \$4,800 | \$0 |
| Total: | | | \$98,220 | \$0 |

Third Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Maintenance | Maintenance Discount | Total Maintenance |
|---|----------|------------|---------------|----------------|-------------|----------------------|-------------------|
| Tyler Secure Signature System with 2 Keys | 1 | \$1,650 | \$0 | \$1,650 | \$0 | \$0 | \$0 |
| TOTAL: | | | | \$1,650 | | | \$0 |

| Summary | One Time Fees | Recurring Fees |
|--|---------------------|--------------------|
| Total Tyler Software | \$0.00 | \$0.00 |
| Total Tyler SaaS | | \$71,324.00 |
| Total Tyler Services | \$114,220.00 | \$0.00 |
| Total Third Party Hardware, Software and Services | \$1,650.00 | \$0.00 |
| Summary Total | \$115,870.00 | \$71,324.00 |
| Contract Total (Excluding Estimated Travel) | \$329,842.00 | |
| Estimated Travel Expenses | \$12,330.00 | |

Detailed Breakdown of Conversions (Included in contract total)

| Description | Unit Price | Unit Discount | Extended Price |
|----------------------------|------------|---------------|-----------------|
| Conversion Services | | | |
| AC - Actuals | \$1,000 | \$0 | \$1,000 |
| AC - Budgets | \$1,000 | \$0 | \$1,000 |
| AC Standard COA | \$2,000 | \$0 | \$2,000 |
| AP - Checks | \$2,200 | \$0 | \$2,200 |
| AP - Invoice | \$2,800 | \$0 | \$2,800 |
| AP Standard Master | \$1,200 | \$0 | \$1,200 |
| PG - Actuals | \$1,000 | \$0 | \$1,000 |
| PG - Budgets | \$1,000 | \$0 | \$1,000 |
| PGA Standard | \$2,000 | \$0 | \$2,000 |
| Purchasing - Standard | \$1,800 | \$0 | \$1,800 |
| Total: | | | \$16,000 |

Total: \$71,324 \$0 \$71,324

Optional SaaS

| Description | Years | Annual Fee | One Time Fees Data Conversion |
|----------------|-------|------------|----------------------------------|
| Bid Management | 3.0 | \$1,874 | \$0 |

| | | | |
|--------------------------------|-------------------|-----------------|------------|
| BMI Asset Track Interface | 3.0 | \$1,300 | \$0 |
| BMI CollectIT Interface | 3.0 | \$1,300 | \$0 |
| Contract Management | 3.0 | \$1,842 | \$0 |
| Employee Expense Reimbursement | 3.0 | \$2,107 | \$0 |
| Inventory | 3.0 | \$3,841 | \$0 |
| eProcurement | 3.0 | \$2,793 | \$0 |
| Revenue | | | |
| Accounts Receivable | 3.0 | \$3,597 | \$0 |
| General Billing | 3.0 | \$2,411 | \$0 |
| Tyler Cashiering | 3.0 | \$6,140 | \$0 |
| Civic Services | | | |
| Citizen Self Service | 3.0 | \$3,597 | \$0 |
| | <i>Sub-Total:</i> | \$30,802 | \$0 |
| | Total: | \$30,802 | \$0 |

Optional Third Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Maintenance | Maintenance Discount | Total Maintenance |
|---|----------|------------|---------------|-----------------|-------------|----------------------|-------------------|
| Pattern Stream Automated Document System - Implementation | 40 | \$160 | \$0 | \$6,400 | \$0 | \$0 | \$0 |
| Pattern Stream Automated Document System | 1 | \$17,500 | \$0 | \$17,500 | \$0 | \$0 | \$0 |
| BMI CollectIT V2 Inventory Mobile Scanning Device Kit | 1 | \$3,250 | \$0 | \$3,250 | \$0 | \$0 | \$0 |
| BMI AssetTrak ARS V3 Fixed Asset Mobile Scanning Device Kit - Munis/ATARS | 1 | \$2,790 | \$0 | \$2,790 | \$0 | \$0 | \$0 |
| BMI Bar Code Printer Kit for CollectIT Inventory | 1 | \$795 | \$0 | \$795 | \$0 | \$0 | \$0 |
| Pattern Stream Automated Document System - Maintenance | 1 | \$0 | \$0 | \$0 | \$3,500 | \$0 | \$3,500 |
| Total: | | | | \$30,735 | | | \$3,500 |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Comments

The SaaS Tyler Ready Forms solution requires a 3rd party installation on a local print server or Windows server and is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

The SaaS Tyler Ready Forms solution requires a 3rd party installation on a local print server or Windows server and is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

The Munis SaaS fees are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Munis Inventory Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Android 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - \$295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Munis Web Services Inventory Module Interface.

Comments

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: AssetTrak ARS V3 (WiFi/Batch) Capital Asset Software MSD Users License, Munis Asset Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Andriod 9 OS, USB C Cable/Power supply, 2.2GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 2 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for AssetTrak ARS Software Included - \$ 295.00ea will be billed by BMI Systems Group after the first year. NOTE: Does NOT require the above AssetTrak ARS Software Application (Part # - GBMIATARSKT). Requires the Munis Web Services Fixed Asset Module Interface.

BMI Barcode Printer Kit - Includes - GoDEX 700i Thermal Transfer Printer, GoLabel Software with MUNIS Inventory Module Integration, 1 ribbon & 1 roll of 3" by 1" paper labels.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Notwithstanding the foregoing, Tyler will apply a credit of \$64,000 to Year 1 SaaS Fees. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Incode Financial Software Maintenance and Support. Maintenance and support for the Tyler - Incode financial software will terminate at the end of then-current annual maintenance and support term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|-----------|-----|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule | |
|------------------------|-------------------------------|
| Actual Attainment | Client Relief |
| 99.99% - 98.00% | Remedial action will be taken |
| 97.99% - 95.00% | 4% |
| Below 95.00% | 5% |

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support outside of standard times is at Tyler’s discretion. Tyler’s holiday schedule is outlined below. There will be no standard support coverage on these days.



| | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|----------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-------------------|--|---|
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:



- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

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- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit D
Schedule 2
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Last Updated: July 22, 2017



Exhibit E
Statement of Work

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City of Bonita Springs

SOW from Tyler Technologies, Inc.

6/23/2021

Presented to:
Lisa Roberson
9101 Bonita Beach Rd, SE
Bonita Springs, FL 34135-4215

Contact:
Becky Terry, PMP
Email: Becky.Terry@TylerTech.com
One Tyler Drive
Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

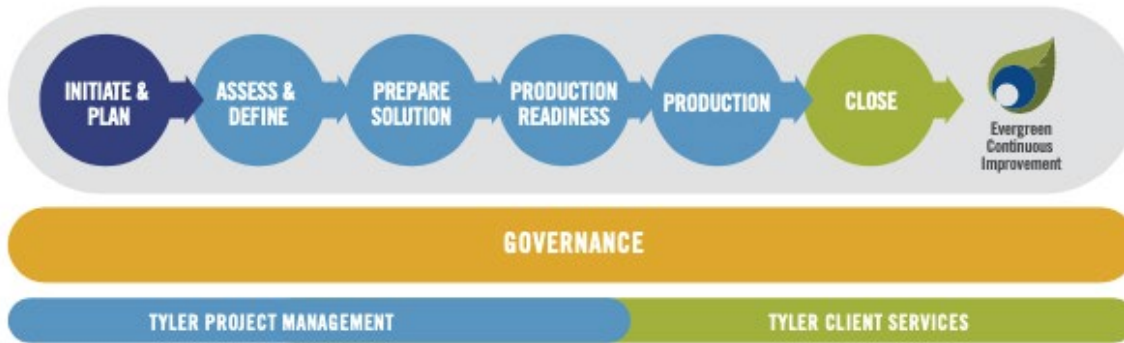
1.3 Methodology

This is accomplished by City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



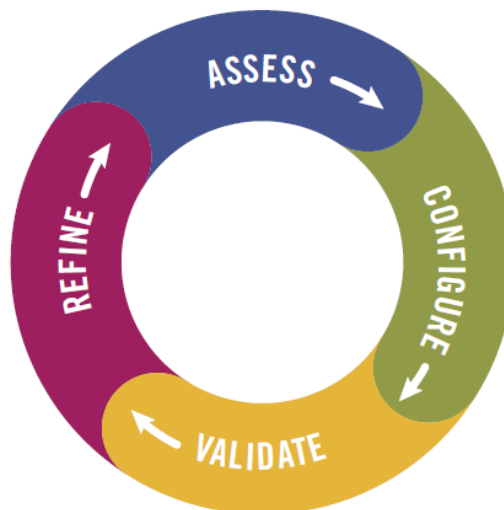
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



Part 2: Project Foundation

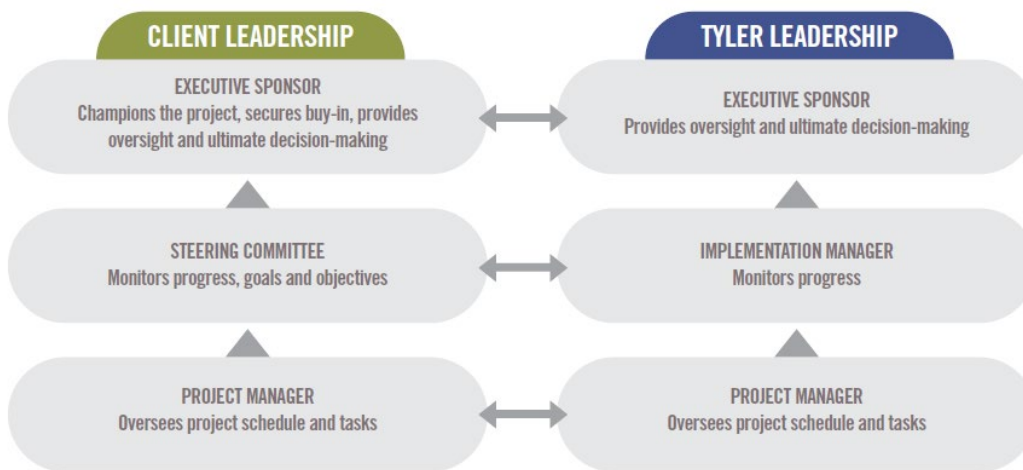
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City Steering Committee become the escalation points to triage responses prior to escalation to City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City and Tyler executive sponsors serve as the final escalation point.

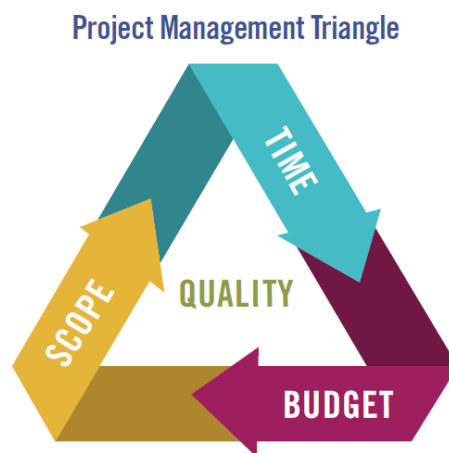
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

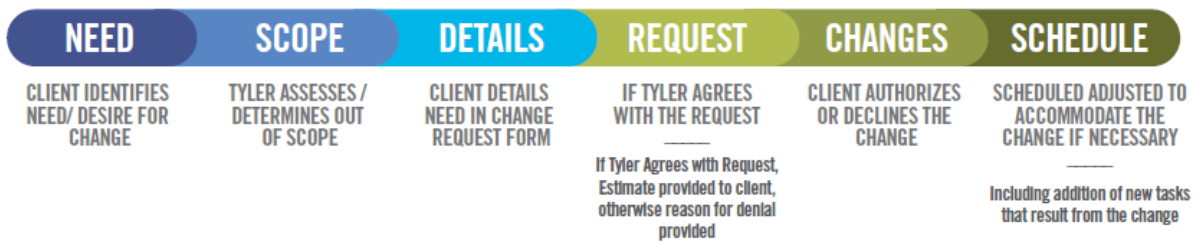
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler



department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts, as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.
- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project as a whole through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project



delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



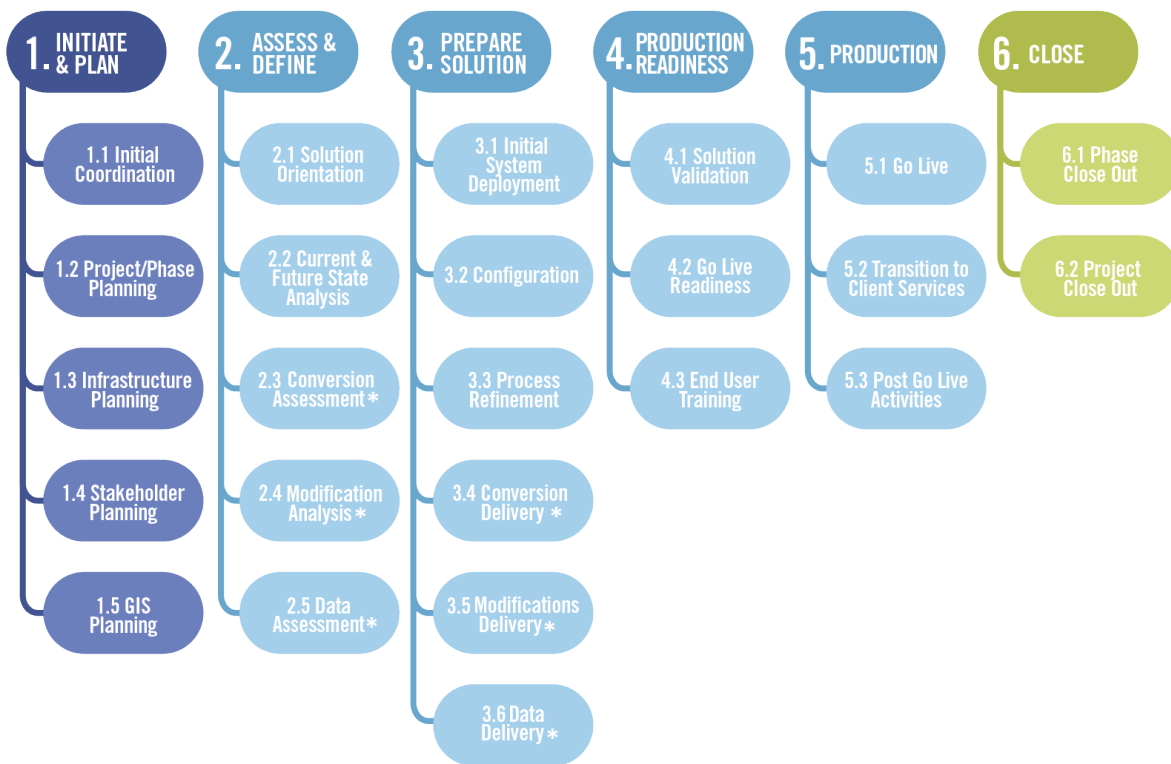
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City’s team. During this step, Tyler will work with City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

| STAGE 1 | Initial Coordination | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | A | R | C | I | I | I | I | I | I | | I | | | | | | |
| Client project team is assigned | | | | | | | | | A | I | R | I | I | I | | | |
| Provide initial project documents to City | | A | R | C | | | C | | I | | I | | | | | | |
| Gather preliminary information requested | | | I | | | | | | A | | R | C | | C | | C | C |
| Sales to implementation knowledge transfer | | A | R | I | I | I | I | | | | I | | | | | | |
| Create Project Portal to store project artifacts and facilitate communication | | A | R | | | | | | | | I | | | | | | |



| | |
|--------|--------------------|
| Inputs | Contract documents |
| | Statement of Work |

| | |
|----------------------|-------------------------------------|
| Outputs/Deliverables | Completed initial project documents |
| | Project portal |

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1 | Project/Phase Planning | | | | | | | | | | | | | | | | |
|---|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s) | | A | R | | | | | | I | | C | C | I | | | | |



| | | | | | | | | | | | | | | | | | | |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|--|---|
| Develop Project Management Plan | | A | R | | | | | | I | | | C | C | I | | | | |
| Develop initial project schedule | | A | R | I | I | I | I | | I | I | C | C | I | I | C | | | I |

| | |
|--------|--------------------------------|
| Inputs | Contract documents |
| | Statement of Work |
| | Guide to Starting Your Project |

| | | |
|------------------------|--------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Project Management Plan | Delivery of document |
| | Project Operational Plan | Delivery of document |
| | Initial Project Schedule | City provides acceptance of schedule based on resource availability, project budget, and goals. |

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure City’s infrastructure meets Tyler’s application requirements.
- Ensure City’s infrastructure is scheduled to be in place and available for use on time.

| STAGE 1 | Infrastructure Planning | | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|---|
| | Tyler | | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads | |
| Provide Infrastructure Requirements and Design Document | | A | R | | C | | C | | | | I | | | | | | | I |
| Initial Infrastructure Meeting | | A | R | | C | | C | | | | C | | | | | | | C |



| | | | | | | | | | | | | | | | | | |
|---|--|---|---|--|--|--|---|--|---|--|---|--|--|--|--|--|---|
| *Schedule SaaS Environment Availability | | A | R | | | | C | | | | I | | | | | | |
| *Schedule Hardware to be Available for Installation | | | I | | | | I | | A | | R | | | | | | C |
| Schedule Installation of All Licensed Software | | A | R | | | | C | | | | I | | | | | | I |
| Infrastructure Audit | | A | R | | | | C | | | | I | | | | | | C |

| | |
|--------|--|
| Inputs | 1. Initial Infrastructure Requirements and Design Document |
|--------|--|

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | 1. Completed Infrastructure Requirements and Design Document | Delivery of Document |
| | 2. Infrastructure Audit | System Passes Audit Criteria |

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting | | | | | | | | | | | | | | | | |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Create Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | | I | | | | |
| Review Stakeholder Meeting Presentation | | I | C | | | | | | A | | R | | C | | | | |
| Perform Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | I | I | I | I | I | I |



| | |
|--------|-------------------------|
| Inputs | Agreement |
| | SOW |
| | Project Management Plan |

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Stakeholder Meeting Presentation | |

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.



Objectives:

- Provide a basic understanding of system functionality.
- Prepare City for current and future state analysis.

| STAGE 2 | Solution Orientation | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites | | | A | R | | | | | | | I | I | | I | I | | I |
| Complete pre-requisites | | | | | | | | | | | A | R | | C | | | C |
| Conduct orientation | | | A | R | | | | | | | I | I | | I | I | | I |

| | |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
| | Training Plan |

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

| | |
|---------|---------------------------------|
| STAGE 2 | Current & Future State Analysis |
|---------|---------------------------------|



| | Tyler | | | | | | | Client | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
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| Current State process review | | | A | R | I | I | I | | | | C | C | C | C | | | C |
| Discuss future-state options | | | A | R | C | C | C | | | | C | C | C | C | | | C |
| Make future-state decisions (non-COTS) | | | C | C | C | C | C | | | | A | R | I | C | | | C |
| Document anticipated configuration options required to support future state | | | A | R | C | C | C | | | | I | I | I | I | | | I |

| | |
|--------|------------------------------------|
| Inputs | Client current state documentation |
| | Solution Orientation completion |

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document |

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- City is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
|---|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
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| Extract Data from Source Systems | | | I | | C | | | | | | A | | | | | | R |
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |

| | |
|--------|---|
| Inputs | Client Source data |
| | Client Source data Documentation (if available) |

| | | |
|------------------------|------------------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data Conversion Plan built/updated | Client Acceptance of Data Conversion Plan, if Applicable |

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- City is able to access the software.

| STAGE 3 | Initial System Deployment (Hosted/SaaS)* | | | | | | | | | | | | | | | | |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Prepare hosted environment | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software with Initial Database on Server(s) for Included Environments | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software on Client Devices (if applicable) | | | I | | | | C | | | | A | | | | | | R |



| | | | | | | | | | | | | | | | | | |
|--|--|--|---|---|--|--|--|--|--|--|---|---|--|---|--|--|---|
| Complete Tyler configuration tasks (where applicable) | | | A | R | | | | | | | I | I | | I | | | |
| Complete Client configuration tasks (where applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Standard interfaces configuration and training (if applicable) | | | A | R | | | | | | | I | C | | C | | | C |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |

| | |
|--------|--|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|--|

| | | |
|------------------------|-------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Configured System | N/A |

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| | | | | | | | | | | | | | | | | | |
|---|---------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| STAGE 3 | Process Refinement | | | | | | | | | | | | | | | | |
| | Tyler | | | | | | | | Client | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | |
|--|--|--|---|---|--|--|--|--|--|---|--|---|---|---|---|--|--|---|
| Conduct process training | | | A | R | | | | | | | | I | C | I | C | | | |
| Confirm process decisions | | | I | C | | | | | | A | | R | C | I | C | | | |
| Test configuration | | | I | C | | | | | | | | A | R | | C | | | |
| Refine configuration (Client Responsible) | | | I | C | | | | | | | | A | R | | C | | | |
| Refine configuration (Tyler Responsible) | | | A | R | | | | | | | | I | I | | I | | | |
| Validate interface process and results | | | I | C | | | | | | | | A | R | | C | | | C |
| Update client-specific process documentation (if applicable) | | | I | C | | | | | | | | A | R | | C | | | |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | | A | R | | C | | | C |

| | |
|--------|--|
| Inputs | Initial Configuration |
| | Documentation that describes future state decisions and configuration options to support future state decisions. |
| | Solution validation test plan |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated solution validation test plan | |
| | Completed client-specific process documentation (completed by City) | |

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

| STAGE 3 | Data Delivery & Conversion | | | | | | | | | | | | | | | | |
|---|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Provide data crosswalks/code mapping tool | | | A | C | R | | | | | | I | I | | I | | | |
| Populate data crosswalks/code mapping tool | | | I | C | C | | | | | | A | R | | C | | | |
| Iterations: Conversion Development | | | A | C | R | | | | | | I | | | | | | I |
| Iterations: Deliver converted data | | | A | | R | | | | | | I | | | | | | I |
| Iterations: Proof/Review data and | | | C | C | C | | | | | | A | R | | C | | | C |



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City organization is ready to move forward with go-live and training (if applicable).

| STAGE 4 | Solution Validation | | | | | | | | | | | | | | | | |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
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| Update Solution Validation plan | | | A | R | C | | | | | | C | C | | C | | | |
| Update test scripts (as applicable) | | | C | C | C | | | | | | A | R | | C | | | |
| Perform testing | | | C | C | C | | | | | | A | R | | C | | | |
| Document issues from testing | | | C | C | C | | | | | | A | R | | C | | | |
| Perform required follow-up on issues | | | A | R | C | | | | | | C | C | | C | | | |

| | |
|--------|--|
| Inputs | Solution Validation plan |
| | Completed work product from prior stages (configuration, business process, etc.) |

| | | |
|------------------------|----------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Solution Validation Report | City updates report with testing results |

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and



concerns will be discussed, and mitigation options documented. Tyler and City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4 | Go-Live Readiness | | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|---|
| | Tyler | | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads | |
| Perform Readiness Assessment | I | A | R | C | C | I | C | I | I | I | I | | I | | | | | I |
| Conduct Go-Live planning session | | A | R | C | | | | | | | C | C | C | C | C | | | C |
| Order peripheral hardware (if applicable) | | | I | | | | | | | A | R | | | | | | | C |
| Confirm procedures for Go-Live issue reporting & resolution | | A | R | I | I | I | I | | | | C | C | I | I | I | I | I | I |
| Develop Go-Live checklist | | A | R | C | C | | | | | | C | C | I | C | | | | C |
| Final system infrastructure review (where applicable) | | | A | | | | R | | | | C | | | | | | | C |

| | |
|--------|------------------------|
| Inputs | Future state decisions |
| | Go-live checklist |

| | | |
|------------------------|---------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to City |

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.



Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- City is prepared for on-going training and support of the application.

| STAGE 4 | End User Training | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
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| Update training plan | | A | R | C | | | | | | | C | | I | | C | | |
| End User training (Tyler-led) | | A | R | C | | | | | | | C | C | I | C | C | C | |
| Train-the-trainer | | A | R | C | | | | | | | C | C | I | C | | | |
| End User training (Client-led) | | | C | C | | | | | | | A | R | I | C | C | C | |

| | |
|--------|--|
| Inputs | Training Plan |
| | List of End Users and their Roles / Job Duties |
| | Configured Tyler System |

| | | |
|------------------------|-------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | End User Training | City signoff that training was delivered |

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).



6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City and Tyler will complete work assigned to prepare for Go-Live.

City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

| | | |
|----------------|----------------|--------|
| STAGE 5 | Go-Live | |
| | Tyler | Client |



| | | | | | | | | | | | | | | | | | |
|--|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
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| Provide final source data extract, if applicable | | | C | | C | | | | | | A | | | | | | R |
| Final source data pushed into production environment, if applicable | | | A | C | R | | | | | | I | C | | C | | | C |
| Proof final converted data, if applicable | | | C | C | C | | | | | | A | R | | C | | | |
| Complete Go-Live activities as defined in the Go-Live action plan | | | C | C | C | | | | | A | R | C | I | C | | | |
| Provide Go-Live assistance | | | A | R | C | C | | I | | | C | C | I | C | | I | C |

| | |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
| | Final source data (if applicable) |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data is available in production environment | Client confirms data is available in production environment |

Work package assumptions:

- City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams, as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition



of City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City teams for key processes and subject areas.

| STAGE 5 | Transition to Client Services | | | | | | | | | | | | | | | | |
|---|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Transfer client to Client Services and review issue reporting and resolution processes | I | I | A | I | I | | | R | I | I | C | C | | C | | | |
| Review long term maintenance and continuous improvement | | | A | | | | | R | | | C | C | | C | | | |

| | |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Client Services Support Document | |

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.



| STAGE 5 | Post Go-Live Activities | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live | | A | R | C | C | C | C | I | | | C | C | I | C | | | C |
| Determine resolution plan in preparation for phase or project close out | | A | R | C | C | C | | I | | | C | C | I | C | | | |

| | |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

| | | |
|------------------------|--------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated issues log | |

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and City teams that activities within this phase are complete.

| STAGE 6 | Phase Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables | I | A | R | | | | | | I | I | C | | | | | | |
| Hold post phase review meeting | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Release phase-dependent Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| Participants | Tyler | Client |
|--------------|---|--|
| | Project Leadership | Project Manager |
| | Project Manager | Project Sponsor(s) |
| | Implementation Consultants | Functional Leads, Power Users, Technical Leads |
| | Technical Consultants (Conversion, Deployment, Development) | |
| | Client Services | |

| Inputs | |
|--------|-------------------|
| | Contract |
| | Statement of Work |
| | Project artifacts |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|------------------------|---|---|
| | Final action plan (for outstanding items) | |
| | Reconciliation Report | |
| | Post Phase Review | |



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6 | Project Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct post project review | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Deliver post project report to City and Tyler leadership | I | A | R | | | | | | I | I | C | | | | | | |
| Release Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| | |
|--------|-------------------|
| Inputs | Contract |
| | Statement of Work |

| | | |
|------------------------|---------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Post Project Report | Client acceptance: Completed report indicating all project Deliverables and milestones have been completed |

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City to make process changes.
- City is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City will provide staff with a location to practice what they have learned without distraction.





8. Glossary

| Word or Term | Definition |
|--|--|
| Acceptance | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria. |
| Accountable | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI] |
| Application | A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user. |
| Application Programming Interface (API) | A defined set of tools/methods to pass data to and received data from Tyler software products |
| Agreement | This executed legal contract that defines the products and services to be implemented or performed. |
| Business Process | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. |
| Business Requirements Document | A specification document used to describe Client requirements for contracted software modifications. |
| Change Request | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties. |
| Change Management | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes |
| Code Mapping [where applicable] | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| Consulted | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI] |
| Control Point | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met. |
| Data Mapping [where applicable] | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system. |
| Deliverable | A verifiable document or service produced as part of the Project, as defined in the work packages. |
| Go-Live | The point in time when the Client is using the Tyler software to conduct daily operations in Production. |
| Informed | Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI] |



| | |
|------------------------------|---|
| Infrastructure | The composite hardware, network resources and services required for the existence, operation and management of the Tyler software. |
| Interface | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| Integration | A standard exchange or sharing of common data within the Tyler system or between Tyler applications |
| Legacy System | The software from which a client is converting. |
| Modification | Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement. |
| On-site | Indicates the work location is at one or more of the client’s physical office or work environments. |
| Organizational Change | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization. |
| Output | A product, result or service generated by a process. |
| Peripheral devices | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer. |
| Phase | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| Project | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases. |
| RACI | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I). |
| Remote | Indicates the work location is at one or more of Tyler’s physical offices or work environments. |
| Responsible | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI] |
| Scope | Products and services that are included in the Agreement. |



| | |
|---------------------------------------|--|
| Solution | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| Stage | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project. |
| Standard | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables. |
| System | The collective group of software and hardware that is used by the organization to conduct business. |
| Test Scripts | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario. |
| Training Plan | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, process, program or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |
| Work Package | A group of related tasks within a project. |



Part 4: Appendices

9. Conversion

9.1 Munis Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.5 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.6 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.7 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted



9.1.8 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.9 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.10 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.



10. Additional Appendices

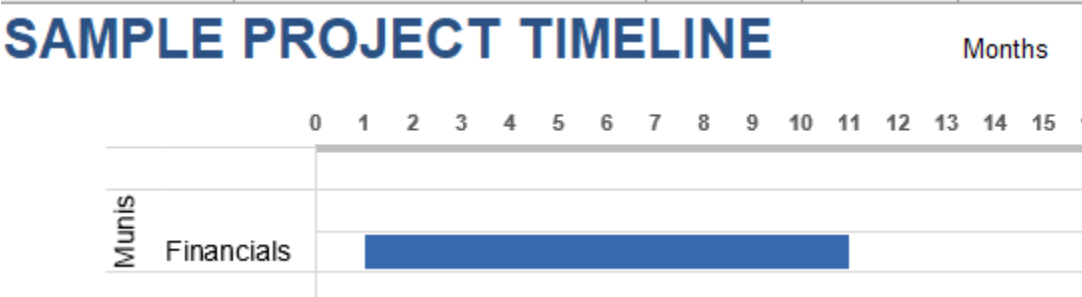
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11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



11.2 Intentionally left blank.



CLIENT COPY ADDENDUM 2



Per Addendum 1 to Contract dated December 15, 2006 ("Agreement") between Tyler Technologies, Inc. ("Tyler") and the City of Bonita Springs, FL ("Client"), the Client would like to exchange the following applications and services:

Remove:

| Implementation Services Breakdown | Estimated Hours | Estimated Services |
|------------------------------------|-----------------|--------------------|
| Professional Services | | |
| Report and Implementation Services | 27.50 | 3,437.50 |

Add:

| Application Software | License Fee | Annual Fee |
|---|--------------|------------|
| Incode Financial Management Suite Positive Pay | 2,695 | 674 |
| Incode Content/Document Management Suite | 1,100 | 275 |
| Incode Printing and Reporting Solutions Secure Signatures (includes 2 signatures) | | |
| Incode Application Subtotal | 3,795 | 949 |
| Preferred Customer Discount (10%) | (380) | |
| Application and System Software Total | 3,416 | 949 |

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Addendum hereunto executed this Addendum effective as of the date last set forth below.

City of Bonita Springs, FL

Tyler Technologies, Inc.

By: [Signature]

By: [Signature]

Name: Lisa Pace

Name: Janet Joiner

Title: Fin. Director

Title: Exec. Vice Pres. Finance, LGD

Date: 5/1/14

Date: 5/5/14

RECEIVED

MAY 12 2014

FINANCE DEPT

BSC-14-05-88

MAY 9 2014 AM 11:13



AMENDMENT

This document (the "Amendment") amends the Master Customer Agreement, dated December 15, 2006, (incorporated herein by reference and referred to hereafter as the "Agreement") between Tyler Technologies, Inc., ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414, as successor-in-interest to EnerGov Solutions, LLC ("EnerGov"), and the City of Bonita Springs, ("Customer") located at 9101 Bonita Beach Road, Bonita Springs FL 34135.

The Effective Date of this Amendment is 12/12, 2013. In the event the Effective Date here is left blank, the date on which Customer signs this Amendment shall be the Effective Date.

WHEREAS, Customer entered into the Agreement with EnerGov to purchase software and services; and

WHEREAS, Customer now desires to purchase additional EnerGov software and services;

NOW THEREFORE, in consideration of the mutual promises and responsibilities described below, the parties agree to amend the Agreement as follows:

1. References to EnerGov. All references in the Agreement to EnerGov are understood to refer to Tyler.
2. New Software. For the prices set forth in Exhibit 1 to this Amendment, Tyler agrees to provide, and Customer accepts, the additional software and licenses identified in that exhibit ("Tyler Software Products"), which shall be included in the definition of "EnerGov Software" as that term is used and defined in the Agreement.
3. Additional Services.
 - a. The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section 4.
 - b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment

containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Travel Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.
5. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.
6. Termination. Paragraphs (a) and (b) below supersede all termination language contained in the Agreement as it pertains to this Amendment.
 - a. Termination for Cause. Customer may terminate this Amendment for cause in the event Tyler does not cure a material breach of the Amendment within thirty (30) days of receiving notice of such breach from Customer. Upon such termination, Customer shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Customer's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
 - b. Termination for Non-Appropriation. If Customer should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Amendment, or other means of performing the same functions of such products, Customer may unilaterally terminate this Amendment only upon thirty (30) days written notice to Tyler. Upon termination, Customer shall remit payment for all products and services delivered to Customer and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Customer will not be entitled to a refund or offset of previously paid license and other fees.
7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products or services. Tyler's liability for

damages and expenses arising from the Tyler Software Products or services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Such fees reflect and are set in reliance upon this limitation of liability.

8. Indemnification.

- a. Tyler shall indemnify and hold harmless Customer and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct in connection with this Amendment.
- b. To the extent allowed under Florida law, Customer shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Customer's negligence or willful misconduct in connection with this Amendment.

9. Payment.

- a. Tyler shall invoice Customer \$14,839.50 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- b. Tyler shall invoice Customer \$35,614.80 when Tyler has made the Tyler Software Products available to Customer for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- c. Tyler shall invoice Customer \$8,903.70 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Customer for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- d. Tyler shall invoice Customer fees for services, plus expenses, if and as provided/incurred.
- e. Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Customer. Customer will have thirty (30) days from delivery of a modification to test such modification. In the event Customer does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- f. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- g. Payment is due within thirty (30) days of the invoice date.
- h. Maintenance fees for the Tyler Software Products shall be due upon the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Customer for downloading. Subsequent annual maintenance fees will be due on the anniversary of such date.

10. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104


ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

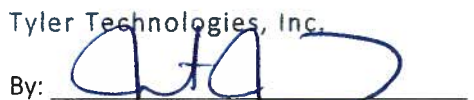
11. Notice. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties are as follows:

| | |
|--------------------------|--------------------------------|
| City of Bonita Springs | Tyler Technologies, Inc. |
| 9101 Bonita Beach Road | 5519 53 rd St. |
| Bonita Springs, FL 34135 | Lubbock, TX 79414 |
| Attn: Finance Director | Attention: Contract Specialist |
| Copy to: City Attorney | |

12. Addition of Terms. The terms of the Agreement shall be amended as set forth herein. All terms and conditions of the Agreement not herein amended or superseded shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

City of Bonita Springs
By: 


Tyler Technologies, Inc.
By: 

Name: Ben L. Nelson, Jr.
Title: Mayor

Name: Janet Joiner
Title: Executive VP-Finance

APPROVED AS TO FORM:
Date: 12-5-13

Date: 12-12-2013



City Attorney

Investment Summary
 Lisa Griggs Pace
 City of Bonita Springs



| | | |
|-----------------|--|----------------------|
| Prepared for: | City of Bonita Springs | |
| Contact Person: | Lisa Griggs Pace | Issue Date: 10/22/13 |
| Address: | 9101 Bonita Beach Road Bonita Springs, FL 34135 | Salesman: J. Ash |
| Phone: | (239) 949-6262 | |
| Fax: | (239) 949-6239 | |
| Email: | lisa.pace@cityofbonitasprings.org | Tax Exempt: Yes / No |

| Product, Service & Equipment | Milestone # 1 | Milestone # 2 | Milestone # 3 | As Progress Occurs | Totals | Maintenance |
|---|------------------|------------------|------------------|--------------------|-------------------|------------------|
| Total Applications Software | 14,839.50 | 35,614.80 | | | | 14,840.00 |
| License Fees - INCODE Financial Suite | | | 8,656.20 | | 57,708.00 | |
| License Fees - INCODE Document Management Suite | | | 247.50 | | 1,650.00 | |
| Total Professional Services | | | | | | |
| On-Site Services | | | | 19,000.00 | 19,000.00 | |
| Final Implementation | | | | 5,000.00 | 5,000.00 | |
| Report Implementation | | | | 15,000.00 | 15,000.00 | |
| Project Management | | | 3,000.00 | | 3,000.00 | |
| Network Services | | | | | | 600.00 |
| Tyler On Demand - Tyler U | | | | | | 1,500.00 |
| Totals | 14,839.50 | 35,614.80 | 11,903.70 | 39,000.00 | 101,358.00 | 16,940.00 |

Please note travel expenses will be billed as incurred.

Software Licenses

Lisa Griggs Pace
 City of Bonita Springs
 October 22, 2013
 Application Software



| | QTY | License Fee | Annual Fee |
|--|-----|-------------|------------|
| Incode Financial Management Suite | 1 | 55,473 | 13,868 |
| Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i> GASB MSDE Module with Adjustments and Reporting Purchasing Project Accounting | | | |
| Incode Content/Document Management Suite | 1 | 1,850 | 413 |
| Incode Printing and Reporting Solutions Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i> | | | |
| System Software & Network Services | | 2,235 | 559 |
| System Software System Software | | | |
| Incode Application Subtotal | | 57,123 | 14,281 |
| System Software Subtotal | | 2,235 | 559 |
| Application and System Software Total | | 59,358 | 14,840 |



| Application Professional Services Summary | Estimated Hours | Estimated Services |
|---|-----------------|--------------------|
| Implementation Services | | |
| Financial Suite | 152 | 19,000 |
| Content Management Suite | N/A | N/A |
| INCODE Professional Services | | |
| Project Management | | 3,000 |
| Report Implementation | 120 | 15,000 |
| Final Implementation Services | 40 | 5,000 |
| Professional Services Total | 312 | 42,000 |

| Implementation Services Breakdown | QTY | Estimated Hours | Estimated Services |
|---|-----|-----------------|--------------------|
| Incode Financial Suite | | | |
| Incode Financial Applications | | | |
| Core Financials | 1 | 72 | 9,000 |
| (General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer) | | | |
| GASB MSDE Module with Adjustments and Reporting | 1 | 20 | 2,500 |
| Purchasing | 1 | 32 | 4,000 |
| Project Accounting | 1 | 12 | 1,500 |
| Financial Consulting Services | | 16 | 2,000 |
| Financial Suite Subtotal | | 162 | 19,000 |
| Incode Content Management Suite | | | |
| Incode Printing and Reporting Solutions | | | |
| Standard Forms Package | 1 | | N/A |
| (4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo) | | | |
| Content Management Suite Subtotal | | N/A | N/A |
| Professional Services | | | |
| Project Management | | | 3,000 |
| Report and Implementation Services | | 120 | 15,000 |
| Final Implementation | | 40 | 5,000 |
| Professional Services Subtotal | | 160 | 23,000 |

Tyler On Demand - Tyler U

Lisa Griggs Pace
City of Bonita Springs
October 22, 2013



Service

Annual Fee

Tyler On Demand - Tyler U

Tyler U Subscription

1,500

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Tyler On Demand - Tyler U

1,500

Investment Summary

Lisa Griggs Pace
City of Bonita Springs
October 28, 2013



Cost Breakdown

Proposal Valid for 120 days

| Software | Cost | Annual Fees |
|------------------------------|----------------|--------------------|
| License Fees | 59,358 | 14,840 |
| | 59,358 | 14,840 |
| Tyler On-Demand | Cost | Annual Fees |
| Tyler Online Training Center | | 1,500 |
| Network Services | | 600 |
| | - | 2,100 |
| Professional Services | Cost | |
| Implementation Services | 19,000 | |
| Professional Services | 23,000 | |
| | 42,000 | |
| Project Total | 101,358 | 16,940 |

Estimated Travel Expenses

16,726

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

Amendment

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem. The split for the per diem meals is:

15% Breakfast

25% Lunch

60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | lunch and dinner |
| Depart after 12:00 noon | dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | breakfast |
| Return between 12:00 noon & 8:00 p.m. | breakfast and lunch |
| Return after 7:00* p.m. | breakfast, lunch and dinner |

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed

internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

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Master Customer Agreement



This Master Customer Agreement ("Agreement") is made and entered into as of the Effective Date (defined below) by and between: EnerGov Solutions, LLC ("EnerGov"), a Georgia limited liability company located at 2763 Meadow Church Road Suite 220, Duluth, GA 30097, and the City of Bonita Springs ("Customer") located at 9101 Bonita Beach Road, Bonita Springs, FL 34135.

EnerGov Solutions and Customer hereby agree as follows:

This Agreement consists of this signature page, the Terms and Conditions attached hereto, the Proposal attached hereto (the "Proposal"), and those Attachments listed below which are selected by EnerGov and Customer (the "Attachments"). All references to "Agreement" shall include this cover page, the Terms and Conditions, the Proposal, and all selected Attachments.

| Attachments (Initial those that apply) | EnerGov Initials / Customer Initials | |
|--|--------------------------------------|------------|
| Attachment A - Software License/Support Attachment | <u>MB</u> | _____ |
| Attachment B - Terms and Conditions | <u>MB</u> | _____ |
| Attachment C - Hardware Support/Maintenance | <u>N/A</u> | <u>N/A</u> |
| Attachment D - Insurance Certificate | <u>MB</u> | _____ |
| Attachment E - Software Purchase Proposal | <u>MB</u> | _____ |

This Agreement constitutes the entire agreement between the parties on the subject hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral; except that this Agreement is in addition to and does not supersede obligations established in previous agreements of nondisclosure between the parties. The Agreement does not operate as an acceptance of any conflicting or additional terms and conditions and shall prevail over any conflicting additional provision of any purchase order, RFP or any other instrument of Customer, it being understood that any purchase order of RFP issued by Customer shall be for Customer's convenience only. This Agreement may not be amended, modified, supplemented, or deviated from, except by a writing executed by authorized officials or employees of EnerGov and Customer. By executing the Agreement, Customer and EnerGov acknowledge that they have reviewed the terms and conditions incorporated into this Agreement and agree to be legally bound by the same.

Effective Date of the Agreement: 12/15/06 ("Effective Date")

RECEIVED

FEB 23 2012

FINANCE DEPT.

Confidential Information - Do Not Distribute

Master Customer Agreement



EnerGov:

EnerGov Solutions, LLC.

By: Mark A. Beverly

(Print Name): Mark Beverly

Title: Director of Sales

Date: 12/15/06

Customer:

City of Bonita Springs

By: Jay Arend

(Print Name): Jay Arend

Title: Mayer

Date: Dec. 8. 06

APPROVED AS TO FORM:

[Signature]
City Attorney of Bonita Springs


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Attachment A - Software License/Support Attachment

This Software License and Support Attachment ("Software License and Support Attachment") between Energov and Customer is incorporated into the Agreement.

1. **Definitions.** In addition to any other terms defined in this Agreement, the following capitalized terms shall have the following meanings:
 - (a) "Designated System" means the computer and hardware operating systems for the Customer.
 - (b) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Energov software, as supplied by Energov to Customer, including any modifications and derivative works thereof.
 - (c) "Error" means a substantial reproducible failure of the Energov software to conform to the specifications set forth in the applicable end user Documentation.
 - (d) "Error Correction" means either a modification or addition to, or deletion from the Energov software that, when made to Energov software, establishes the substantial conformity of such Energov software to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Energov software, eliminates the practical adverse effect of such Error on Customer.
 - (e) "Location" means the Customer location indicated on the Proposal at which a particular copy or copies of the Energov software and Documentation are permitted to be used.
 - (f) "Major Release" means a revision to the software indicated by a change in the first digit of the version number.
 - (g) "Minor Release" means a revision to the software indicated by a change in the second digit of the version number.
 - (h) "Release" means either a Major Release or Minor Release.
 - (i) "Energov Software" means any and all software provided by Energov Solutions, LLC. as indicated on the Proposal.
 - (j) "Users" means the employees, agents, contractors, and all others of Customer permitted to use the Energov software as described in Section 2 below.
2. **License of Energov Software**
 - 2.1 Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any License Fees and any additional restrictions set forth on the applicable Proposal, Energov hereby grants to Customer a non-exclusive, non-transferable license:
 - (a) to use, and allow Users to use, the Energov software in executable code form only, on the designated system and at the Customer Location designated on the Proposal for Customer's internal, in-house purposes only to process Customer's data for transaction and reporting purposes.
 - (b) To make a single copy of the Energov Software solely for backup or archival purposes and not for operational use; and
 - (c) To use the Documentation as reasonably necessary for its internal use related to the Energov Software license granted under subsection (a) above.
 - 2.2 Customer may install the copy of the Energov Software on a single server which may be accessed and used by Users via LAN workstations throughout the Location. A copy of the Energov Software shall be considered in "use" (i) when it is loaded into the temporary memory (i.e., RAM) of a computer, or (ii) when it is installed into the permanent memory (i.e., hard disk or CD-ROM) of a computer.
 - 2.3 Energov employs authorization devices that enable the use of the Energov Software ("Registration Codes"). Non-temporary codes will only be given after payment is received in full. Until such time, temporary codes may be administered at Energov's discretion. Energov administers the generation and distribution of the Registration Codes, which administration may be modified from time to time. Customer shall not modify any Registration Code or other security device used by Energov to protect the Energov Software or attempt to bypass or circumvent such Registration Code or other device.
3. **Reservation of Rights.** Energov reserves all rights not expressly granted herein. Customer and Users may use the Energov Software and Documentation only to process Customer's own data and may not (i) use, or permit any third party to use, the Energov Software or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit, translate, the Energov Software and Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Energov Software except only and to the extent otherwise permitted by applicable law. In no event will any User have any right whatsoever to sublicense, distribute, transfer, transmit, or otherwise make available any Energov Software or such User's use thereof. Customer shall not remove any proprietary notices on the Energov Software and Documentation and shall affix all proprietary notices affixed to the original Energov Software and Documentation delivered to Customer to all copies of the Energov Software and Documentation permitted to be made hereunder.

Customer Initials: _____

Energov Initials: 

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4. Installation Services

4.1 Installation. Energov will deliver the Energov Software to Customer and install and configure such Energov Software at Customer's Location ("Installation Services") for the fees set forth on the Proposal. If a Customer purchases Hardware from Energov, Installation Services may include installation of Hardware as well. All quoted installation dates, including dates related to terms such as "Installation", and "Completion of Training", on any proposal or otherwise, are estimates only.

4.2 Fees for Installation (see attached Proposal)

5. **Training Services.** The training fees as set forth on the Proposal shall be due upon completion of the Installation or Training. Training shall take place at the Location of the Customer. Energov and Customer shall schedule a mutually agreeable time to supply the Training Services. In consideration of payment of the Training Fees set forth on the Proposal, Customer is entitled to receive the number of days of Training Services as indicated on the Proposal. Customer shall only be responsible for travel expenses outlined on the Proposal.

6. **Support Services.** The support fees ("Software Support") as set forth on the Proposal shall be due upon completion of the Installation. During the term of the Agreement, and subject to the terms and conditions hereof, Energov agrees to provide support services only after the support fees have been paid in full.

6.1 Energov shall make available from time to time each Minor and Major Release of the Energov Software without additional charge to its customers who have paid for Software Support as set forth on the Proposal for such Energov Software and which is intended to replace a prior Release.

6.2 Energov shall not be responsible for (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Energov Software or any portion thereof; (b) software or hardware other than the Energov Software (or Hardware, to the extent Customer has purchased Maintenance Services); (c) failure by Customer to install Error Corrections or Releases provided to Customer by Energov from time to time; (d) Energov Software installed on any equipment other than the Designated System or at the designated Location or used with any software not specified in the applicable end user Documentation; or (f) correcting Errors or other problems caused by viruses.

6.3 Energov shall provide the following support to the Customer:

(i) Unlimited Phone Support. The Customer shall have unlimited access to phone support during the hours of operation by calling 1-888-355-1093, or a toll free number in use at the time requesting support. Hours of operation are 8am to 8pm (EST).

(ii) Unlimited Email Support. The Customer shall have unlimited access to email support by emailing support@energov.com, or a mutually agreeable email address designated for support.

(iii) Free Upgrades. The Customer shall be granted access to the Major upgrades. These upgrades come at no additional costs to the customer and will be distributed by Energov representatives.

(iv) Remote Support. The Customer is entitled to dial in support. Energov will often utilize third party software products to dial into a client workstation. Examples of third party vendors are PC Anywhere and BLive. The Customer is not required to purchase any additional software or incur any expense to utilize this type of support.

(v) Offsite Data Storage of Backups. The Customer is entitled to offsite data storage of backups. These backups are stored on Energov's ftp servers. Energov is solely responsible for maintaining the ftp site.

6.4 Response Time. Energov shall be responsible for the handling of all support issues, whether written or oral. All support issues are entered into the Energov tracking database and will be handled efficiently as possible. Support issues that indicate an error will be given higher priority and will be handled prior to non critical issues. Energov does not guarantee a resolution time beyond the fact that it will work diligently to resolve all customer issues and concerns as quickly as possible.

7. Fees, Expenses, and Payment.

7.1 Customer shall pay the fees for the Energov Software ("License Fees") upon completion of Installation, in the amounts set forth on the proposal.

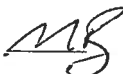
7.2 Customer shall pay to Energov the fees for Support Services ("Support Fees") in accordance with the Proposal. The initial Support Fees are due upon completion of the Installation of the Energov Software as set forth on the Proposal, and thereafter are payable quarterly in advance. In the event that additional software is added to the definition of the Energov Software during the year, then Support Fees for such additional Energov Software shall be prorated on a daily basis for the remainder of the quarter. Payments for additional Energov Software shall be due and payable upon Installation of such Energov Software at the Customer's site.

7.3 Customer shall pay to Energov the fees for Training Services and Installation Services in accordance with the Proposal ("Training, Installation and Setup Fees").

7.4 Customer shall reimburse Energov for all Expenses reasonably incurred in rendering on-site Services to Customer.

7.5 All fees which are past due shall accrue interest at the rate of 1.5% per month or the highest legal rate allowed whichever is less, commencing with the date on which the payment was due.


Customer Initials: _____

Energov Initials: 

5)

8. **Obligations of Customer.** ENERGOV STRONGLY ENCOURAGES CUSTOMER TO KEEP PROPER BACKUPS OF CUSTOMER'S DATA AND PROGRAM FILES. In addition to any other liability limitations set forth in this Agreement, Energov shall not be responsible for any loss of Customer's data, "downtime", loss or corruption of other software program files, whether arising in contract, strict liability, products liability, or otherwise.
9. **Term and Termination; Portability.** Unless sooner terminated as provided in the Agreement, (a) the length of this Software License and Support Attachment will commence on the Effective Date and continue in effect based on the terms set forth on the Proposal. Any termination of this Software License and Support Attachment shall terminate the entire Agreement.

Customer Initials: _____

EnerGov Initials: 

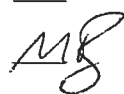
LP

Attachment B - Terms and Conditions

These Terms and Conditions ("Terms and Conditions") between Energov and Customer are incorporated into the Agreement.

- 1. **General.** These Terms and Conditions provide for terms that are common to all Proposals and Attachments. Accordingly, in the case of any conflict between these Terms and Conditions and any Proposal or Attachment, these Terms and Conditions shall control and govern, unless otherwise expressly stated to the contrary.
- 2. **Defined Terms.** In addition to any other terms defined in this Agreement, the following terms shall have following meanings: (i) "Products" means Energov's software. Documentation and/or Hardware (if any), as defined and set forth on an Attachment to be provided to or accessed by Customer in accordance with this Agreement; (ii) "Services" means the Support services, Maintenance Services, Installation Services, Training Services, and/or Additional Services (as defined in the applicable Attachments) to be provided to Customer in accordance with this Agreement, and (iii) "Deliverables" means the Products and Services.
- 3. **Confidentiality.**
 - 3.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, (i) "Proprietary Information" means Trade Secrets and Confidential Information; (ii) "Trade Secrets" means trade secrets as defined under applicable law; and (iii) "Confidential Information" means information that is of value to its owner and is treated as confidential other than Trade Secrets. Proprietary Information includes, without limitation, all non-public Information pertaining to the Deliverables.
 - 3.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of Energov. The receiving party agrees to hold the Proprietary Information disclosed by Energov in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care.
 - 3.3 Nothing in the Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.
- 4. **Fees and Expenses**
 - 4.1 Customer agrees to pay all fees as set forth in the applicable Attachment and Proposal for the Deliverables (the "Fees"). Energov may permit a third party to bill the Customer and may direct Customer to pay the Fees to a third party indicated on the Proposal. The Customer is required to pay expenses incurred by Energov pursuant to the terms in the applicable Attachment, such expenses shall include, without limitation, reasonable travel expenses (including transportation, lodging, and meals) and the cost of any courier services, photocopying, facsimile, transmissions, communications charges, telephone calls, and other expenses (collectively, "Expenses"). Unless otherwise indicated on an Attachment or the Proposal, all such Fees and Expenses shall be paid within thirty (30) days after the date of the invoice. Any services provided by Energov that are not identified in the Proposal shall be provided at Energov's current time and materials rate.
 - 4.2 All Fees and Expenses payable to Energov under this Agreement are net amounts to be received by Energov, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Energov's income. Notwithstanding the foregoing, Energov shall not pass through to the Customer, and Customer shall not be liable for payment of, any taxes incurred by Energov that are not identified in this agreement. Customer shall only be liable for payment of taxes imposed directly upon Customer by state or federal law.
 - 4.3 Interest may be charged by Energov on overdue amounts not paid to Energov as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

Customer Initials: _____

Energov Initials: 

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5. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER Energov NOR ANY THIRD PARTY SUPPLIERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

5.1 **Indemnification for Proprietary Infringement**

Energov hereby expressly represents that it has sole proprietary interest, or has otherwise paid any and all applicable licenses or other fees and costs, as to any and all software and hardware, which it may provide Customer in the performance of this Agreement.

Energov agrees to indemnify, defend and hold free and harmless, Customer and its elected officials, officers, servants and employees from any and all claims, demands, liabilities, actions, causes of action, penalties, obligations, costs or expenses claimed by any person or entity as a result of an alleged infringement of any proprietary or intellectual property interest arising out of Customer's use of the software and related materials provided by Energov pursuant to this Agreement. Energov's obligation to indemnify includes payment of reasonable attorneys fees and experts' costs incurred by or on Customer's behalf. Energov may, at Customer's option, conduct the defense in any such action and Customer shall cooperate in good faith with such defense.

In the event of any claim of proprietary infringement, in addition to providing for Customer's defense, Energov shall replace such software and related materials without additional charge, with a compatible, functionally equivalent and non-infringing product, modify the software and related materials to avoid the infringement, or obtain, at Energov's expense, any necessary license in order for Customer to continue to use such software and related materials.

5.2 **Indemnification for Personal Injuries**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Energov shall indemnify, defend and hold the Customer and Customer's elected officials, officers, employees, agents and volunteers free and harmless from and against all tort liability, including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees, court costs, and expert witness fees incurred by the Customer, arising out of or in any way connected with, in whole or in part, the acts or omissions of Energov, or any of Energov's officers, agents, employees or contractors, in the performance of this Agreement. The provisions of this section apply to claims, suits and liabilities for personal injury, death and/or property damage incurred by any individual or entity, including employees or officials of Energov. The provisions of this paragraph shall not apply to claims arising out of the sole negligence or willful misconduct of Customer or any of Customer's elected officials, officers, employees or agents.

6. **Insurance**

Throughout the term of this Agreement and for so long as Energov shall be performing services on Customer's premises, Energov shall have and maintain commercial general and automobile liability insurance in such amounts and subject to such terms and conditions as are set forth on the insurance certificate, attached hereto and incorporated by reference herein.

7. **Limitation of Liability**


7.1 EXCEPTING CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE AND PROPRIETARY INFRINGEMENT, IN NO EVENT WILL Energov, IT SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OF OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY Energov UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

7.2 Without limiting the foregoing, Customer agrees that neither Energov nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of Energov's software caused by Inaccuracies of user input.

7.3 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the fees and other charges provided in this Agreement are reflected in the fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that Energov cannot control the manner in which and the purpose for which Customer shall use the Energov software.

8. **Ownership.** Energov and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, service marks and copyrights in and to the Deliverables (other than purchased hardware), source code of the Energov software, Documentation and any modifications, adaptations, derivative works, and enhancements made thereto. Customer hereby waives any claim that it may have had or has to title and ownership of intellectual property rights in and to the Deliverables (other than purchased hardware), source code of the Energov software, Documentation and Proprietary information, and any modifications, adaptations, enhancements, or derivative works made by or under the direction of Energov or Customer. In the unlikely event that Energov files for bankruptcy or is unable to provide support for the Energov software, and upon Customer's request, and at the Customer's expense, Energov will allow Customer to enter into a source code escrow agreement at a mutually agreeable price. Within thirty (30) days of the Customer's written request, Energov shall enter into a source code escrow agreement upon mutually agreeable terms provided, however, that the agreement shall provide that the

Customer Initials: _____

EnerGov Initials: 

(B)

Customer will be entitled to obtain the source code to the most current version of the Energov Software from a third party escrow agent, without interference or consent from Energov, in the event: (i) Energov files a petition for bankruptcy; (ii) a receiver or trustee is appointed to conduct or manage Energov's business; or (iii) Energov ceases providing support for any of the Energov Software for no less than thirty (30) days following service of a written request for such support services, provided Customer is not then in default. The cost of the services of the escrow agent shall be paid for by the Customer. The source code escrow agreement shall also provide that Energov shall promptly update the source code in escrow as the Energov Software is updated.

9. **Termination.**

9.1 This Agreement may be terminated at any time upon the giving of written notice:

- (i) By either party in the event that the other party (A) with respect to default of any payment obligations or obligations under Section 4 hereof, fails to remedy, or (B) with respect to all other obligations, fails to commence remedying, any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such default; or
- (ii) By Energov in the event that Customer makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

9.2 In addition to reasons for termination contained in the applicable Attachments, either party may terminate an Attachment at any time upon the giving of written notice in the event that the other party fails to discharge any obligations or remedy any default under such Attachment for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such failure or default.

9.3 The termination of this Agreement shall terminate this Agreement as a whole, including all attached Attachments and Proposal(s). Unless otherwise expressly set forth in any Attachment, the termination of any Attachment shall terminate such Attachment only.

9.4 Upon termination of this Agreement or any attached Proposal, Sections 3,4,5,6,7,8,9,10, and 13 of these Terms and Conditions shall survive termination of any Attachment, individually, and termination of this Agreement as a whole.

9.5 Customer shall have the right to terminate support fees at any time by providing Energov with written thirty (30) days notice.

10. **Equitable Remedies.** Customer acknowledges that each provision in this Agreement providing for the protection of Energov's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of Energov's copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to Energov for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring Energov to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

11. **Compliance With Laws.**

11.1 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval. Energov agrees to strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

11.2 Customer agrees that the Energov software will not be exported directly or indirectly, separately or as part of any system, without the prior written consent of Energov and without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required. Without limiting the foregoing, Customer acknowledges that the Energov software may contain encryption technology that may require a license from the U.S. State Department.


12. **Publicity.** All media releases, public announcements or other public disclosures by either party or their employees or agents relating to this Agreement or its subject matter, including without limitation, promotional or marketing material, shall be coordinated with and approved by an officer of the other party prior to release, but this restriction shall not apply to any disclosure solely for informal distribution by either party or any disclosure required by legal, accounting or regulatory requirements.

13. **Dispute Resolution.** The parties agree that, except as otherwise provided below, they shall first attempt to resolve any dispute, claim or controversy relating in any way to this Agreement (a "Dispute") between an officer of each party who has authority to resolve the dispute and who is not directly involved with the subject matter of this Agreement. If any Dispute cannot be settled by this manner, the parties agree that the Dispute shall be settled by nonbinding arbitration in accordance with Commercial Arbitration Rules of American Arbitration Association. Judgment upon the award may be rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitration, and any future litigation, shall be conducted in Lee County, Florida. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive or other equitable relief as may be necessary to protect such party's intellectual property rights and Proprietary information.

14. **Miscellaneous.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.

Contractor/Manufacturer is Energov Solutions, LLC. 2763 Meadow Church Rd., Ste. 220, Duluth, GA 30097.

Customer Initials: _____

Energov Initials: 

9

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ST
ENERG-3

DATE (MM/DD/YYYY)
11/01/06

PRODUCER

Sidney O. Smith, Inc. (1)
P.O. Box 1357
Gainesville GA 30503
Phone: 770-536-3311 Fax: 770-532-0608

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Energov Solutions, LLC
POB 491227
Lawrenceville GA 30049-0021

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Zurich Commercial (GV)

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|------------|--|----------------------------|----------------------------------|-----------------------------------|--|-------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC | PPS43551499 | 07/23/06 | 07/23/07 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) | \$ 1000000 |
| | | | | | | MED EXP (Any one person) | \$ 10000 |
| | | | | | | PERSONAL & ADV INJURY | \$ Excluded |
| | | | | | | GENERAL AGGREGATE | \$ 2000000 |
| | | | | | | PRODUCTS - COMPI/W/ALSG | \$ 2000000 |
| A | A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PPS43551499 PPS43551499 | 07/23/06 07/23/06 | 07/23/07 07/23/07 | COMBINED SINGLE LIMIT (FA accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ 1000000 |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - FA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY EAACC AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below OTHER | WC0108276901 | 07/20/06 | 07/20/07 | WC STATUTORY LIMITS OTHER | |
| | | | | | | E L EACH ACCIDENT | \$ 500000 |
| | | | | | | E L DISEASE - EA EMPLOYEE | \$ 500000 |
| | | | | | | E L DISEASE - POLICY LIMIT | \$ 500000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYOBS

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR


REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE


10


EnerGov.NET Software Purchase Proposal - City of Bonita Springs, FL

This proposal constitutes a "proposed" price for software and services provided by EnerGov Solutions, LLC and is referenced in the Master Customer Agreement as the "Proposal". This proposal does not constitute a contract between the Customer and EnerGov unless accompanied by the Master Customer Agreement.

| Software | Description | Users | Price |
|---|--|-------|--|
|  EnerGov.NET Code Enforcement Manager | Includes Comprehensive Code Enforcement & Inspections Management: Track and Manage Unlimited Code / Ordinance / Covenant Types | 9 | \$ 4,999.00 / 2 user license \$ 1,999.00 / per add'l user |
| *Licenses are concurrent. | | | Total: \$ 18,992.00 |

| Software | Description | Flat Fee | Price |
|--|---|----------|---------------------------|
|  Parcel / Address Data Importation | Importation of Parcel / Address Data from Tax Assessor; custom .exe for scheduled updates; Data needed in a comma-delimited format. | Flat Fee | \$ 2,999.00 / Flat Fee |
| | | | Total: \$ 2,999.00 |


| Service | Description | Flat Fee | Price |
|---|---|----------|---------------------------|
|  EnerGov .NET System Setup & Implementation | Comprehensive System Setup & Implementation: <ul style="list-style-type: none"> • Pre-Installation Departmental Analysis • EnerGov Code Enforcement & Inspections Setup • EnerGov.NET System Installation & Setup Review • Code / Inspections / Report Customizations | Flat Fee | \$ 3,299.00 / Flat Fee |
| | | | Total: \$ 3,299.00 |

| Service | Description | Days | Price |
|--|--|------|---------------------------|
|  Departmental Training & Go Live Support | Comprehensive Departmental Training including: <ul style="list-style-type: none"> • EnerGov.NET Code Enforcement & Inspections Manager Training • EnerGov .NET Go Live Support | 5 | \$ 699.00 / Day |
| | | | Total: \$ 3,495.00 |

*Continued on next page...

EnerGov.NET Software Purchase Proposal - City of Bonita Springs, FL

This proposal constitutes a "proposed" price for software and services provided by EnerGov Solutions, LLC and is referenced in the Master Customer Agreement as the "Proposal". This proposal does not constitute a contract between the Customer and EnerGov unless accompanied by the Master Customer Agreement.

| Software | Description | Price |
|--|--|---------------------------|
|  Service & Maintenance Agreement | Includes: Unlimited Phone Support / Unlimited E-mail Support / Unlimited Desktop Streaming Support / Free Software Upgrades / Off-Site Back-Up Data Storage. | \$ 1,039.00 / per quarter |

Service & Maintenance Total: \$ 1,039.00 / Qtr.

Purchase Price: \$ 28,785.00

Preferred Client Discount: \$ - 2,995.00

Total Purchase Price: \$ 25,790.00

Note: Travel Expenses are billed @ actual cost with receipts provided for documentation.

Note: Proposal valid through 12 / 01 / 06.

Accepted and ordered by Customer:

Signature: _____

Name (print): _____

Title: _____

Date: _____

Customer Name: City of Bonita Springs, Florida

Please sign, date and return by fax:

Fax: 678-474-1002
sales@energov.com

EnerGov Client References

Small Districts (Population less than 25,000)

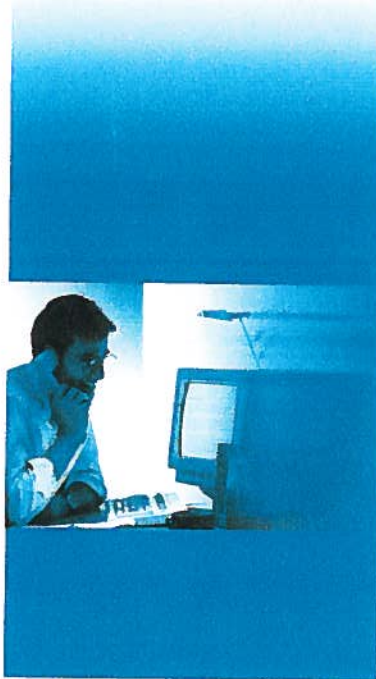
- **Basalt, Colorado**
Jim Wilson, Building Official Phone: (970) 927 - 4702
- **Ware County, Georgia**
Martha Wakefield - Planning Phone: (912) 287 - 4379
Derick Lowd - IT Director Phone: (912) 287 - 4319
- **Miami Shores, Florida**
Claudio Grande, Building Official Phone: (305) 795 - 2204

Medium Districts (Population ranging from 25,000 to 150,000)

- **Fairbanks, Alaska**
Andreas Bohman, IT Director Phone: (907) 459 - 6732
- **Agoura Hills, California**
Tony Falcone, Building Official Phone: (818) 597 - 7332
Karen Sanders, Permit Tech Phone: (818) 597 - 7334
- **Trumbull, Connecticut**
Robert Dunn, Building Department Phone: (203) 452 - 5020
- **Orange City, Florida**
Sally Long, Building Department Phone: (386) 775 - 5415
- **Goldsboro, North Carolina - (Currently Implementing)**
Jeff Cooke, GIS Phone: (919) 580 - 4383
ED Cianfarra, CBO Phone: (919) 580 - 4301

Large Districts (Population greater than 150,000)

- **Kansas City, Missouri**
Victor Cook, Regulated Industries Director Phone: (816) 784 - 9022
Judy Hadley, Division Manager Phone: (816) 784 - 9000
- **Columbus, Georgia**
Yvonne Ivey, Business Licensing Director Phone: (203) 452 - 5020
- **Florence County, South Carolina**
Robbie Ervin, Director / Administrator Phone: (843) 676 - 8600



Government Connected Solutions

13

enerGov solutions

Customer Login

Solutions | Services | Company | Support | Contact | Home

- Enterprise Solution
- Permit Management
- Planning/Zoning
- Code Enforcement
- License Management

Code Enforcement Management

Integrated Technologies

Citizen Access
Mobile Inspections
IVR (Telephony)
GIS Integration

Purchasing Options

Enterprise Solution
Request Quote

Powerful Code Enforcement Management at the Tip of your Fingers

EnerGov's Code Enforcement Manager is smart software that effectively helps your operation track all the necessary information required to quickly and efficiently manage code enforcement issues. Store information vital to your code enforcement needs and retrieve the information with ease.

Streamline the Process

Improve Workflow

Track More Accurately

Quickly Create Letters

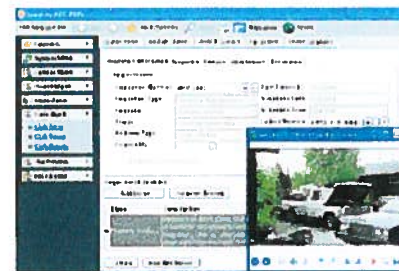
Case Management Made Easy

Easily track and manage activities, fees, violations, violators, inspections, letters, compliance deadlines, resolutions and much more. Quickly view compliance deadline reports, citation issuance reports, as well as complete payment reports. Don't let unresolved code cases slip through the cracks. Improve your operation with EnerGov's Code Enforcement Management module.

Code Enforcement Management Features:

System Features:

- » Manage unlimited case types/ordinances
- » Track all case activities
- » Geographical visual of violations
- » Integrate with GIS
- » Geographical case assigning
- » Graphical reports/case details
- » Daily Inspection lists
- » Citizen access online portals
- » Real-time mobile inspections/case creation
- » Automatic Fee calculating
- » Daily Fine tracker
- » Automatic printing of letters/NOV/citations
- » Print from the field
- » Track compliance deadlines
- » Attach photos to cases
- » Custom setup/your ordinances preloaded
- » Automatic case history/agenda printing
- » And much more...



Now manage your operation from the field!

For more information and pricing please contact us at sales@energov.com.

Careers

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CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, SEPTEMBER 1, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to order

Mayor Rick Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation

Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

At the request of Mayor Steinmeyer, Lisa Roberson, Finance Director, led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Dwight Esmon encouraged Council to vote to keep the stormwater fee same as it has been. He also asked that Council consider adding the Paradise Road area to the re-built Florida General Infrastructure program under Greensheet 21-09-188.

Barbara Ogle was also present to speak in support of the stormwater utility fee so that it will continue to help pay for these projects as well as provide a guaranteed funding source for stormwater funding. She also agreed with Mr. Esmon comment regarding adding the Paradise Road area to the grant applications.

Ben Hershenson addressed stormwater management and the need to make improvements along roadways, culverts, swales, streams, and storm drains. He hopes more goes into the monitoring. He would suggest making this stormwater fee a more permanent part of the budget, if possible.

8. Public Hearing on the Following Zoning Ordinance:

- A. (First Reading) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY CAROL ERDMAN TO REZONE FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO THE RESIDENTIAL SINGLE-FAMILY (RS-1) ZONING DISTRICT; ON .78 ACRES +/-; LOCATED AT 28101 MEADOWLARK LANE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 21-09-194)

5:37 p.m.

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record.

Council Member Mike Gibson motioned to move forward to second reading; Council Member Quaremba seconded; and the motion carried unanimously.

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

A. Adopt a Resolution for the Planning and Zoning fee schedule. (Green Sheet 21-09-190) **ADOPTED RESOLUTION NO. 21-70**

• OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Mayor and Council Member Items: No items

11. Public Hearing:

A. (Second Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 21-09-192)

5:40 p.m.

City Attorney Rooney read the title block into the record.

No public comments made.

Council Member Laura Carr motioned adoption of the Ordinance; Council Member Mike Gibson seconded; and the motion carried unanimously. **ADOPTED ORDINANCE NO. 21-07**

B. (Second Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR THE DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 21-09-193)

City Attorney Rooney read the title block into the record.

No public comments made.

Council Member Carr motioned adoption of the Ordinance; Council Member Gibson seconded; and the motion carried unanimously. **ADOPTED ORDINANCE NO. 21-06**

C. Second Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 2 –

ADMINISTRATION, CHAPTER 3-DEVELOPMENT STANDARDS, CHAPTER 4 – ZONING, AND CHAPTER 6 – SIGNS, TO SUPPORT COMMUNITY DEVELOPMENT ENGINEERS DURING LOCAL DEVELOPMENT ORDER AND DRAINAGE REVIEWS AND TO AMEND STANDARDS FOR SIGNAGE IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS, PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 21-09-191)

5:43 p.m.

City Attorney Rooney read the title block into the record.

No public comments were made.

Jackie Genson, Community Development, stated that she has prepared a brief presentation. Council Member Quaremba referred to the section on signs, and asked if these would be just replacements. Ms. Genson explained that eventually staff will be bringing back the sign code for an update. These changes are just glitch changes that staff saw in reviewing sign permits for residential communities and wall sign communities that were done in 2015 that were a bit too restrictive. In terms of when signs come in the City's architect review them for consistency with the regulations. Council Member Carr questioned content. Ms. Genson explained that the concern that LPA Board Member Rex Sims had related to the section in the proposed amendment where the City architect, from a design perspective, is centering the copy, as they do not regulate content. The sign code does contain certain provisions about certain messages that may be offensive. She briefly explained.

Mayor Steinmeyer stated that there is supposed to be a historic Bonita Springs sign on the north part of Old 41 he requested be removed. Staff to have that sign removed.

Council Member Gibson motioned to approve; Council Member Corrie seconded; and the motion carried unanimously. **ADOPTED ORDINANCE NO. 21-05**

- D. Public hearing regarding the grant applications to be submitted for the Rebuild Florida General Infrastructure Program through the U.S. Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) Program to allow for citizen participation, public comment and input to be collected to determine community interest in participating in the program. (Green Sheet No. 21-09-188)

5:47 p.m.

Elly McKuen furnished an overview for both applications and requested public input/comments for inclusion in the application.

Barbara Ogle agrees that both grant applications are really important. She would like to see the library used for city uses and maybe take city staff out of the Liles and make that into a welcome center. She also believes that the Morton Grove area could use some updates so that the flooding would lessen. She is in support of both grant applications.

12. City Attorney's Items

- A. Approve a Resolution to adopt the 2021-2022 annual Stormwater Assessment Fee at the same assessment fee as 2020. (Green Sheet No. 21-09-195)

5:53 p.m.

Council Member Corrie motioned to approve; Council Member Carr seconded.

Council Member Mike Gibson stated that not everyone in the City is paying the same amount. Instead of going to the roll back rate on taxes, he is wondering if, instead, they reduce the stormwater utility tax by a dollar amount that would equal what the roll back rate on the millage would end up saving the City. He feels it's a fairer way of reducing the taxes for the city. He further explained and questioned what the dollar amount would be. City Attorney Rooney responded and addressed the three communities under the credit system – Spanish Wells and the two Pelican Landing CDDs. Discussion followed.

Council Member Forbes motioned to call the question; Mayor Steinmeyer seconded; and the motion passed 6-1 (Council Member Purdon opposed)

Mayor Steinmeyer motioned to approve; Council Member Carr seconded; and the motion passed 5-2 (Council Members Purdon and Gibson opposed) **ADOPTED RESOLUTION NO. 21-73**

ADDITIONAL ITEMS:

City Attorney Rooney next asked Council for an Executive Session on the litigation of Causeway Commerce Park LLC vs. City of Bonita Springs, Lee County Case 21-CA-003835. There has been discussion about a settlement proposal. He, therefore, would request the advice from Council regarding strategy and settlement. It will be recorded by court report and after conclusion will be available to public. No action requested, he will set a date in the future and contact Council.

City Attorney Rooney next invited the Mayor and Council Members to the Zoning Board Workshop scheduled for September 10th. The workshop will also include ethics training.

13. City Manager's Items

A. Discussion on current FY2021-2022 draft budget. (Green Sheet No. 21-09-196)

6:20 P.M.

Lisa Roberson furnished a PowerPoint presentation (copy in Clerk's file) to provide a budget update to address changes made and incorporated in the September 14 budget.

Nicole Perino, Parks and Recreation Director, furnished a PowerPoint presentation to provide an update on park projects, including the baseball complex and additional soccer fields,

City Manager Hunter stated if this site is desirable for Council, staff will move forward with additional processes and bring back cost estimates on further design and engineering.

Council consensus to move forward.

Ms. Perino Nicole next provided an update on the property that was recently purchased on Riverside Drive. Hole Montes created a conceptual plan and there are preliminary numbers on a design and engineering for that parcel of just under \$50,000. She is working with Hole Montes on refining the plan, which is for design, engineering, permitting. It does not include construction cost. They would remove the fence; the walkway would be the paver walkway that was shown and include a large pathway. City Manager Hunter stated that Staff can move forward with planning and budgeting of the \$50,000., and will provide an update on September 14 budget to include the funding.

14. Mayor and Council Member Reports

6:44 P.M.

Council Member Purdon addressed the stormwater fee Resolution discussion.

15. Adjournment

The meeting adjourned at 6:49 p.m.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT