



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

August 3, 2022
5:30 p.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 2:00 p.m. on August 3, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/

RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE, AND CONSIDERATION OF A BONUS DENSITY AGREEMENT FOR THE PROPOSED PROJECT. (Green Sheet No. 22-08-125)

9. Proclamations and Presentations:

10. Consent Agenda:

- A. Approve the Interlocal Agreement between Lee County and the City of Bonita Springs for Implementation of the Hazardous Waste Ordinance. (Green Sheet No. 22-08-113)
 - B. Approve Proposal from Ajax Paving Industries of Florida, LLC to restripe four (4) roadway areas within Bonita Springs in the amount of \$178,230.90. (green Sheet No. 22-08-114)
 - C. Approve Change Order No. 1 to Supplemental Task Authorization No. 3 for performance specifications of eight bridge structures within the City by KCI Technologies, Inc. in the amount of \$98,280.00. (Green Sheet No. 22-08-120)
 - D. Authorize the City Manager to sign the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for an Afterschool program for the 2022-2023 school year as well as the 2023 Summer Camp programs, which will both be held at the Bonita Springs Recreation Center. (Green Sheet No. 22-08-121)
 - E. Adopt a Resolution accepting the resignation of Bob Gillette from the City of Bonita Springs Veterans Advisory Board (Green Sheet No. 22-08-122)
 - F. Review and approve a request for a mobile food vendor location, pursuant to Subdivision III of Division 37 of Chapter 4: Zoning, of the Bonita Springs Land Development Code. (Green Sheet No. 22-08-123)
 - G. Authorize staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2022-2023 Entitlement budget for public infrastructure within the defined eligible areas. (Green Sheet No. 22-08-126)
- Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items:

12. First Readings and Public Hearings:

- A. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE LEASE OF REAL PROPERTY KNOWN AS IMPERIAL CROSSING IN THE OLD 41 DOWNTOWN; AND PROVIDING FOR EFFECTIVE DATE. (Green Sheet No. 22-08-129)
- B. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-08-119)
- C. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA RELATING TO THE LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR INTENT; PROVIDING FOR LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 22-08-118)
- D. Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-08-128)
- E. Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-08-115)
- F. Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS – ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT;

PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-08-116)

13. City Attorney's Items:

14. City Manager's Items:

- A. Update regarding master plan for the Banyan Tree parcel in Downtown Bonita. (Green Sheet No. 22-08-124)
- B. Approve a Resolution to adopt the 2022-2023 annual Stormwater Assessment Fee (Green Sheet No. 22-08-127)
- C. Adopt a proposed millage rate for fiscal year 2022-2023 (Green Sheet No. 22-08-117)

15. Mayor and Council Member Reports

16. Public Comment

17. Adjournment

REQUESTED MOTION: (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE, AND CONSIDERATION OF A BONUS DENSITY AGREEMENT FOR THE PROPOSED PROJECT.

REQUESTOR: Mary Zizzo, Community Development, Planner II

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: This motion requests two separate requests for consideration from Council.

The first reading and public hearing of the Zoning Ordinance occurred on July 6, 2022. The draft Bonus Density Agreement is also to be considered at this time in accordance with Administrative Code 06-11-05.

The case was heard by the Zoning Board on June 21, 2022, with a recommendation to approve the request (4-2), subject to conditions made by Staff and amended at the hearing. Since the hearing, additional documentation has been provided by the Applicant, addressing traffic concerns and modifying deviation requests. Staff's recommendation of approval is subject to the conditions outlined in the Staff Report, as amended in the Draft Ordinance.

STAFF RECOMMENDATION:

- 1) Approval of the Planned Development, as conditioned in the Draft Ordinance.
- 2) Approval of the Bonus Density Agreement (coming by addendum)

ATTACHMENTS:

1. June 21, 2022 Zoning Board Minutes
2. Staff Report with Exhibits and Updated Submittals
3. Draft Zoning Ordinance
4. Draft Bonus Density Agreement with Deviation Request(s) (coming by addendum)

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
Land Use Hearings & Adjustments and Zoning Board of Appeals
MINUTES
Tuesday, June 21, 2022
9:00 A.M.

I. CALL TO ORDER

Chairman Anthony Rascio called the meeting to order at 9:00 A.M.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Chairman Rascio and Board Members Bruce Galloway, Gary Gambrell, Ben Hershenson, Gerald Benson and Lynda Waterhouse were in attendance. Board Member Russ Winn was not in attendance.

V. APPROVAL OF MINUTES: April 19, 2022

Board Member Lynda Waterhouse motioned to approve April 19, 2022, meeting minutes, seconded by Board Member Gary Gambrell. Motion passed unanimously

VI. PUBLIC COMMENT

None

VII. PUBLIC HEARINGS

A. CASE NAME: BONITA 75 MIXED PLANNED DEVELOPMENT (PD21-83966-BOS)

A REQUEST TO REZONE 20.99+/- ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET COMMERCIAL USE.

City Attorney Derek Rooney placed all witnesses under oath.

Mary Zizzo with Community Development gave a brief introduction of the project.

Wayne Arnold with Grady Minor, representing the applicant Madison Capital Group Management, introduced the team and presented the project.

Ted Treesh with TR Transportation Consultants gave a presentation regarding traffic patterns and the relocating of Orr Rd.

Board Member Galloway questioned the traffic numbers with respect to neighboring projects. Discussion was held.

Mary Zizzo with Community Development presented the staff report and stated that staff agrees with the Applicant on deviations and recommends approval. Discussion was held.

City Attorney Rooney clarified questions regarding Orr Road and maintenance.

Board Member Gambrell questioned the 1.8 parking spaces per unit. Both staff and applicant agreed it is a reduction.

Board Member Benson had questions regarding deviation #3 (signage) and what happens if talks don't work out. Staff stated details would be worked out with City Council.

Board Member Gambrell had questions regarding the Bonus Density. Discussion was held.

PUBLIC COMMENT:

None

MOTION:	Motion to approve with staff's recommendations and conditions
RESULT:	4-2
MOTION BY:	Chairman Rascio
SECOND BY:	Ben Hershenson
OPPOSED:	Board Members Galloway and Board Member Gambrell opposed

VIII. CASE UPDATE: SOLTURA AT EAST TERRY

Mary Zizzo provided an update that the project was approved by City Council. Kent Street traffic improvements were not needed.

IX. NEXT MEETING: JULY 19, 2022 at 9:00 A.M. (tentative)

X. ADJOURNMENT

There being no further items to discuss, meeting adjourned at

Respectfully submitted,

Teresa Grimes, Recording Secretary

Approved by the Land Use Hearings & Adjustments and Zoning Board of Appeals on the ____ day of _____, 2022.

Anthony Rascio, Chairman

Draft

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BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: REZONE – COMMERCIAL PLANNED
DEVELOPMENT/RESIDENTIAL PLANNED DEVELOPMENT
(CPD/RPD)

CASE NUMBER: PD21-83966-BOS

HEARING DATE: June 21, 2022

PLANNER: Mary Zizzo, Esq., AICP, Planner II

APPLICATION SUMMARY:

- A. Applicant: Madison Capital Group Management, LLC
- B. Agent: D. Wayne Arnold, Q. Grady Minor & Associates, P.A.
Neale Montgomery, Pavese Law Firm
- C. Request: A request to rezone 20.99± acres from Commercial Planned Development (CPD) to Commercial Planned Development/Residential Planned Development (CPD/RPD) to allow 252 multi-family dwelling units, including bonus density units, and up to 10,000 square feet commercial use.
- D. Location: The subject property is located at 27801, 27802, 27825 27853, 27877, 27901, 27925, 27952, 27977 Boondock Rd and 27750 Orr Rd, Bonita Springs, FL 34135. STRAPs: 31-47-26-B4-00007.0290, 31-47-26-B4-00007.0190, 31-47-26-B4-00007.0140, 31-47-26-B4-00007.0310, 31-47-26-B4-00007.0100, 31-47-26-B4-00007.0220, 31-47-26-B4-00007.0110, 31-47-26-B4-00007.0510, 31-47-26-B4-00007.0300, and 31-47-26-B4-00007.0130
- E. Future Land Use Map Designation: Interchange Commercial
- F. Current Zoning: Commercial Planned Development (CPD)
Interstate Zone of the Bonita Beach Road Corridor Overlay
- G. Current Land Use: Vacant Land

By this reference, the Applicant's application in its entirety and correspondence is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND:

History and Overview

The subject properties are currently vacant, within the Bonita 75 CPD. The Applicant is a contract purchaser requesting to rezone the property to Residential Planned Development/Commercial Planned Development (RPD/CPD), proposing a 252-unit apartment complex, including 47 density bonus units, and a commercial tract. Staff recommends denial of the density bonus units for lack of information at the time of preparation of this Report. The property is located within the Interstate Zone of the Bonita Beach Road Corridor Overlay.

The current zoning on the property was approved under Zoning Ordinance 08-10, as amended in ADD09-BOS00006 and ADD15-23355-BOS. The approved master concept plan has been extended through various emergency orders in accordance with Florida Statutes. Approved uses include multiple Fast Food Restaurants; Rental or Leasing Establishments, Group II; Repair Shops, Groups I, II, and III; Social Services, Group I; Indoor Storage and Used Merchandise Stores, Groups I and II.

Pursuant to LDC Section 4-272, residential uses within the Interchange Commercial Area of the Bonita Plan require a major planned development rezone. An approval of this rezone would create a new schedule of uses, master concept plan and property development regulations, voiding the previously approved zoning ordinance.

The proposed project is located within the Bonita Beach Road Corridor Overlay, which was adopted in Ordinance 19-10. Part of the stated purpose and intent of the overlay is to foster urbanized development patterns that focus on interconnectivity, mobility, human scale, and various design and architectural standards, among other items. Of the four zones created by the overlay, this project is within the Interstate Zone.

Development regulations are contained later in this report as part of **Condition 3**, and are conditioned to keep human scale in mind, as supported by the overlay.

The request seeks six (6) deviations, which are analyzed further below.

Uses

Requested uses are included in **Attachment "B."** The commercial tract uses are generally consistent with what would be permitted by right within the Interstate Zone of the Bonita Beach Road Corridor Overlay. The residential tract uses are those generally consistent with those permitted for residential developments. Staff's recommendations on the requested uses are enumerated in **Condition 2**.

Property Development Regulations and Deviations

Development is to be conducted in accordance with the Land Development Code (LDC) Chapters 3 (Development Standards) and Chapter 4 (Zoning). Conditions and deviations set forth in the adopted zoning ordinance may augment the standard development regulations such as property development standards, buffering, deviations and any associated conditions of approval.

The development regulations are included in **Condition 3**. Deviations may be requested during the review process in accordance with [LDC Sec. 4-326](#) and [LDC Sec. 3-81\(b\)](#). The current

planned development request includes six (6) deviations. Staff's analysis and recommendation on the deviation requests are included later in this Staff Report. The deviation request and associated justification by the Applicant is included in the Applicant's Analysis in **Attachment "B."** Of note is that the Applicant has requested to deviate from the Bonita Beach Road Corridor Overlay standards.

Comprehensive Plan Considerations

This project was reviewed for compliance with the City of Bonita Springs Comprehensive Plan, including future land use, transportation, conservation/coastal management, and infrastructure elements. The project is located within the Interchange Commercial future land use category. Additional Staff Analysis is included in **Attachment "A."** The Applicant's Analysis is included in **Attachment "B."**

Transportation Summary Analysis

The project is designed to provide multiple modes of transportation, including sidewalks and vehicular roads. The site is located near a bus stop. As conditioned and as consistent with Chapter 3, the Applicant will be required to improve Miller Road and portions of Orr Road for access to complete streets standards.

Infrastructure Summary Analysis

The City's potable water and sanitary sewer utility franchise, Bonita Springs Utilities, has reviewed the request and did not raise any concerns regarding potential burdens on infrastructure, or infrastructure availability. As a result, it is the Staff opinion that the project is consistent with the infrastructure element of the Bonita plan.

CONCLUSIONS:

The following conclusions are based upon the Applicant's application being reviewed for compliance with the City of Bonita Springs Comprehensive Plan and the LDC. **Attachment "A,"** which is attached hereto and made a part hereof, demonstrates the type of analysis that was done.

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on June 28, 2021, with four members of public present. The Applicant held their second meeting on May 17, 2022, with four members of public present. At both meetings, concerns of project access and construction timelines were discussed. Additional methods of public notice included mailed notices to properties within 375 feet of the property, property-posting signs along rights-of-way, and a legal ad in the Fort Myers News-Press for the Zoning Board public hearing.

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. Florida Department of Transportation, Lee County Department of Transportation, Bonita Springs Utilities and the Bonita Springs Tree Advisory Board also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the City of Bonita Springs Comprehensive Plan and LDC. A detailed City Staff analysis is included in **Attachment "A"** of the Staff Report.

RECOMMENDATION:

Staff recommends **APPROVAL, with conditions**, of Petition PD21-83966-BOS, Bonita 75 Residential Planned Development/Commercial Planned Development (RPD/CPD), which proposes to rezone 20.99 +/- acres from Commercial Planned Development (CPD) to a Residential Planned Development/Commercial Planned Development (RPD/CPD). This recommendation of APPROVAL is subject to the following conditions:

Conditions:

1. The project shall be consistent with the Master Concept Plan titled "Bonita 75 CPD/RPD Master Concept Plan" prepared by Q. Grady Minor and Associates, P.A., dated June 1, 2022, attached hereto and made a part hereof (**Exhibit "B"**).

2. Schedule of Uses:

Residential Tract (RPD):

- a) Accessory Uses and Structures
- b) Administrative Offices (Leasing Office)
- c) Dwelling Units, Multiple-Family (not to exceed 205 units, unless a bonus density agreement is approved by City Council, not to exceed 252 units).
The dwelling unit mix is limited to a maximum of 50% one-bedroom units, 40% two-bedroom units and 10% three-bedroom units.
- d) Essential Service Facilities, Group I
- e) Excavation, Water Retention
- f) Fences, Walls
- g) Garage, Private
- h) Gatehouse(s)
- i) Recreational Facilities, Private On-Site
- j) Signage
- k) Storage, Indoor

Commercial Tract (CPD) (not to exceed 10,000 square feet):

- a) Accessory Uses and Structures
- b) Administrative Offices
- c) ATM (Automatic Teller Machine)
- d) Auto Parts Store
- e) Banks and Financial Establishments, Group I
- f) Boat Parts Store
- g) Business Services, Groups I and II
- h) Clubs, Private
- i) Consumption on Premises, Indoor only, in conjunction with a full-service restaurant or micro-brewery. Outdoor consumption requires a special exception.
- j) Contractors and Builders, Groups I and II
- k) Daycare Centers, Child, Adult
- l) Drug Store, Pharmacy
- m) Dwelling Unit (ancillary only); Multiple-Family (not to exceed the maximum density permitted for the PD)
- n) Entrance Gates and Gatehouse
- o) Essential Service Facilities, Group I
- p) Excavation, Water Retention
- q) Fences, Walls
- r) Food Stores, Group I

- s) Hardware Store, no outdoor storage or display
- t) Healthcare Facilities, Groups I and II
- u) Household and Office Furnishing, Group I
- v) Laundry or Dry Cleaning, Group I
- w) Lawn and Garden Supply Store, no outdoor storage or display
- x) Micro-brewery
- y) Office, business
- z) Paint, Glass and Wallpaper, no outdoor storage or display
- aa) Parking lot, accessory and garage, private
- bb) Personal Services, Groups I, II, and III
- cc) Pet Service
- dd) Rental or Leasing Establishment, Group I
- ee) Residential Accessory Uses
- ff) Restaurant, Fast Food
- gg) Restaurant, Groups I, II, III and IV
- hh) Specialty Retail: Groups I, II and III
- ii) Storage, indoor only
- jj) Studios
- kk) Temporary Uses
- ll) Used Merchandise Store, Group I
- mm) Variety Store
- nn) Wholesale Establishment, Group III

3. **Property Development Regulations:**

a. RPD Area:

i. Minimum Lot Dimensions:

- 1. Minimum Lot Area: N.A.
- 2. Minimum Lot Depth: N.A.
- 3. Minimum Lot Width: N.A.

ii. Minimum Setbacks:

- 1. Street/Front (Public Road): 25 feet
- 2. Street/Front (Private Ingress/Egress Easement): 20 feet
- 3. Internal Driveway: 10 feet
- 4. Side Yard: 10 feet
- 5. Rear Yard: 20 feet
- 6. Northern RPD Boundary: 20 feet
- 7. Waterbody:

- a. Principal: 25 feet
- b. Accessory: 5 feet*

*(10 feet where bank protection is not present)

- 8. Preserve: 30 feet

- iii. Maximum Building Height: 60 feet**, 4-stories
 **(subject to LDC Section 4-1874, as amended)

- iv. Minimum Open Space: 40 percent

b. CPD Area:

i. Minimum Lot Dimensions:

- 1. Minimum Lot Area: 10,000 square feet
- 2. Minimum Lot Depth: 100 feet
- 3. Minimum Lot Width: 100 feet

- ii. Minimum Setbacks:
 - 1. Street/Front (Public Road): 25 feet
 - 2. Street (Private Road): 20 feet
 - 3. Drive Aisle: 10 feet
 - 4. Side Yard: 15 feet
 - 5. Rear Yard: 20 feet
 - iii. Maximum Building Height: 35 feet, 2-stories
 - iv. Minimum Open Space: 20 percent
- 4. Parking. In support of deviation 6, 1.8 parking spaces per unit minimum are required. Five additional spaces are required for the leasing office.
- 5. Environmental
 - a. Twenty-two (22) heritage trees have been identified on the site. The Tree Advisory Board approved twelve (12) trees within the development area to be removed. The project is required to have a second Tree Advisory Board hearing to determine if any heritage or other trees can be retained within the parking or development area, and to determine the mitigation for any heritage trees that necessitate removal.
 - b. Native trees and palms found on site shall be preserved within the 2.64 acres marked Preserve/Open space on the Master Concept Plan. At time of the first local development order, the Developer shall demonstrate the retention of 45 native trees and the transplant and/or planting of 15 native trees within open space areas of the site per Right Tree Right Place practices. Additionally, a plan for the management of invasive non-native and nuisance vegetation and debris/structure removal shall be provided for these areas.
 - c. If any archeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites shall cease. The Developer will immediately contact the Florida Department of State, Division of Historical Resources and the City of Bonita Springs and advise them of the discovery. The Developer will have a State-certified archaeologist determine the significance of the findings and recommend appropriate mitigation actions, if necessary.
 - d. In order to aid in reducing negative impacts to the water quality of the Imperial River, at time of local Development Order, the Applicant shall stabilize and revegetate the Floodplain Compensation Area(s) with approved native vegetation in a manner consistent with the provisions of UF/IFAS Florida-Friendly Landscaping Principles and Bonita Springs City Code 24-46(1) relating to activities requiring a FEMA No-Rise Certification.
- 6. Landscaping
 - a. No right-of-way easement shall overlap a designated landscape buffer or preserve area.
 - b. The type D buffer, as depicted on the Master Concept Plan, between Orr Road and Bonita Beach Road, and Orr Road and the I-75 northbound entrance and the I-75 rights-of-way, must be enhanced to provide minimum 14' canopy trees ranging from 4"-5" caliper, measured at 4.5' above the ground. Palms must be clustered and planted in staggered heights, a minimum of three palms per cluster, with a minimum of four (4') foot difference in height between each tree. Shrubs must be 24" in height at time of planting.

7. Transportation and Multimodal
 - a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions for on-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
 - b. At the time of local Development Order, the Applicant shall provide an intersection study for Trade Way One and Bonita Beach Road to analyze the effect of the eastbound U-turns at Trade Way One with left-turns prohibited at Miller Road. The intersection study shall determine the maximum vehicle queue in the eastbound left-turn lane at Trade Way One at project build-out.
 - c. At the time of local Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapter 3 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Bicycle Pedestrian Master Plan (PATH), the Bonita Beach Road Corridor Design Standards, and all applicable design standards except as modified herein, and as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
 - d. Should the project's Northwestern (emergency only) ingress/egress be utilized/alterd (either during the project's local Development Order design/construction process or later at/after project completion) for use by residents and/or the general public, or should another residential/public ingress/egress access point be created along Orr Road, the requisite complete streets facilities must be constructed along/within the otherwise not improved segment(s) of Orr Road (see Deviation #5), extending from the said ingress/egress access(es) to the proposed/existing complete streets infrastructure being constructed by the Applicant. The same shall apply if any physical work is commenced on the proposed relocated Orr Road.
 - e. At time of local Development Order, the required sidewalk connection along Bonita Beach Road shall be provided for, unless an alternative option is approved at that time.
8. Access.
 - a. At the time of local Development Order, the Applicant shall install a raised island at the intersection of Bonita Beach Road and Miller Road to provide for a right-in, right-out maneuver only.
 - b. The Applicant shall provide for an amended ingress/egress utility easement for Orr Road.
9. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations laws and codes in place at the time of Development Order and Building Permit approval.
10. Approval of this Planned Development is not a guarantee of future approvals.

Deviations:

Deviations may be requested during the review process in accordance with [LDC Section 4-326](#). The Zoning Board may recommend to approve, approve with modification, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and

2. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

The current planned development request includes six (6) deviations.

1. Deviation (1) requests relief from LDC Section 3-331(d)(1), which states that no excavations are permitted within fifty feet of any private property line under separate ownership unless granted an administrative deviation in accordance with Section 3-81, in which a deviation to allow for up to a 25-foot setback for an excavation from a property line. The request is to allow an administrative deviation to allow a 15-foot setback for an excavation from a private property line.

Applicant's Justification: The property on the north side of the lake is zoned AG-2 and requires only a Type "B" buffer. In an effort to accommodate the land use to the north, the lake area will function as a buffer to the [proposed multiple-family buildings and] commercial [uses] to the south. The excavation will likely be necessary for floodplain compensation per the anticipated SFWMD [permit] consistent with the previously issued permit. Necessary structures, such as a fence, will be provided at the discretion of the City Manager or his designee.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, with the condition that a fence be required if this administrative action is sought.

2. Deviation 2 seeks relief from LDC Section 4-899, site design standards, to allow development within the CPD/RPD to be consistent with the Development Standards proposed for this CPD/RPD.

Applicant's Justification: The project physically cannot comply with the maximum building setback and other site design standards in LDC 4-899 due to the presence of Orr Road. The entrance to the CPD/RPD is at the intersection of Orr Road and Miller Road, which is approximately 85 feet to the north of the Bonita Beach Road travel lanes which exceeds the maximum setback of 65 feet permitted in the Bonita Beach Road Interstate Zone. The project will also not be developed with internal streets as the residential component will be a gated rental apartment complex. The proposed development standards will permit development of the proposed uses in a manner necessary for this type of mixed-use development and the deviation will have no negative impact on the public.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request from street setbacks and block patterns. Staff recommends **DENIAL** of the request to deviate from the remainder of the Section. It is Staff's opinion that the project should make every effort to comply with the other portions of the Overlay to further the intent of the Overlay and to promote public health, safety and welfare with street amenities and safe pedestrian facilities to navigate between the residential and commercial components of the site. The Bonita Beach Road Corridor Overlay is intended to support urbanized development patterns that focus on human-scale development, an appropriate mixture of land uses, site design, interconnectivity, mobility, architectural standards, and a vibrant and aesthetically-pleasing streetscape. The project does have frontage along Bonita Beach Road and is visible from Bonita Beach Road. The Applicant

has failed to justify how this deviation works to preserve and promote the general intent of the chapter to protect the public health, safety and welfare. The City has worked tremendously on the Corridor regulations, and it is Staff's opinion that they should not all be dismissed based solely on product type chosen by an Applicant.

3. Deviation 3 seeks relief from LDC Sections 6-112 and 6-113, permanent signs in residential and commercial areas, to allow for up to two shared entrance signs/project signs for the residential and commercial tracts. The signs may be pole or monument signs, and if developed as a pole sign, the pole must have a cover no less than 50% of the width of the sign. The shared sign(s) may be a maximum of 15 feet in height as measured from the finished grade and the maximum area shall not exceed 240 square feet. The sign must be setback a minimum of 5 feet from Orr Road or Miller Road.

Applicant's Justification: The [Residential Planned Development/ Commercial Planned Development] will have limited visibility due to the physical location of the project which is separated from Bonita Beach Road by Orr Road and the northbound entrance ramp to I-75. The physical separation from the nearest travel lanes on Bonita Beach Road warrant signage that is greater in height than currently allowed for projects located in the Bonita Beach Road Corridor Overlay. Sharing the project signage for the residential and commercial components will help reduce overall signage and given the small view corridors to the site, sharing the signage at strategic locations makes logical sense.

Based on the Applicant's request and justification, Staff recommends **DENIAL** of the deviation request. The Applicant has failed to justify how this deviation preserves and promotes the general intent of the chapter to protect the public health, safety and welfare. The proposed signage location along the I-75 on-ramp is not an appropriate location for a sign of that height, as the cars who view the sign are not able to turn around once they have accessed that point. Further, pole signs are prohibited throughout the City to achieve an overall aesthetic quality of the community and provide a more attractive business climate and make the City a more desirable place in which to visit, trade, work and live. Additionally, project(s) similar in nature and location do not have the same entitlement.

4. Deviation 4 seeks relief from LDC Section 3-418(d)(4), which requires a 15-foot-wide type 'D' landscape buffer adjacent to a ROW and instead allow a 10-foot-wide type 'D' buffer adjacent to the Orr Road ROW and ingress/egress/utility easement area.

Applicant's Justification: At the request of staff, the Orr Road alignment was revised to accommodate a better intersection from Bonita Beach Road and to alleviate stacking concerns on Miller and Orr Roads. Based on the original easement area for Orr Road and the existing pavement area, approximately 10' in width is available for planting. The Applicant is agreeable to plant material in the reduced buffer width if requested by staff.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request subject to Condition 6.b.

5. Deviation 5 seeks relief from LDC Section 3-303, Complete Streets Design, for that portion of Orr Road located within the boundary of the CPD/RPD. That portion of Orr Road located between the RPD and CPD areas shall be a 40-foot-wide cross-section, with closed drainage and six-foot sidewalks on each side of the roadway as depicted in the Orr

Road Cross-Section, Exhibit A. The remainder of Orr Road shall remain in its current design with open drainage and no sidewalks.

Applicant's Justification: The property owner has agreed to relocate Orr Road in order to increase the intersection spacing from Bonita Beach Road, while also reducing a significant amount of commercial square footage, thereby reducing vehicular traffic associated with the CPD/RPD. Orr Road beyond the CPD tract serves three existing home sites, retention ponds owned by FDOT and vacant lands owned by the State of Florida. The existing Orr Road is in good physical condition and for the very low volume of traffic utilizing this portion of Orr Road, it does not [make] economic sense to modify the existing cross-section. Further, the RPD/CPD will have access from Miller Road. Only an emergency vehicle access will be provided on the older section of Orr Road.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, as conditioned. As recommended in Condition 7.d., should any physical work be done to Orr Road, and/or a resident or guest entrance or exit be located off of the unimproved portion of Orr Road, Complete Streets shall apply, including closed drainage and sidewalks to protect public health, safety and welfare.

6. Deviation 6 seeks relief from LDC Section 4-1732(1)c. Required parking for Multiple-Family buildings, which requires parking at a ratio of 1.5 spaces per unit for each 1 bedroom (BR) unit, 1.75 spaces per unit for each 2BR unit and 2 spaces per unit for a 3BR unit, with an additional 10% of the total required units to be guest parking, to instead allow a parking ratio of 1.8 spaces per unit as the required parking for the project.

Applicant's Justification: Madison Capital Group has developed a number of rental communities throughout the United States and has successfully developed communities having an average parking ratio of 1.8 spaces per unit, with no additional parking for guest spaces. Typical rental communities developed by Madison Capital Group have approximately 50% of the units as 1BR, 40% as 2BR and 10% as 3BR units. The 1.8 parking space per unit average has been utilized in the following three communities in Florida: Tampa, Apopka and Wesley Chapel.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, provided that the units are comprised of 50% 1 BR, 40% 2 BR and 10% 3 BR with five (5) additional spaces are provided for the leasing office.

SUBJECT PROPERTY:

The Applicant indicates the STRAP numbers are:

31-47-26-B4-00007.0290,
31-47-26-B4-00007.0190,
31-47-26-B4-00007.0140,
31-47-26-B4-00007.0310,
31-47-26-B4-00007.0100,
31-47-26-B4-00007.0220,
31-47-26-B4-00007.0110,

31-47-26-B4-00007.0510,
31-47-26-B4-00007.0300, and
31-47-26-B4-00007.0130

EXHIBITS:

- A. Legal Description and Sketch of the Subject Properties
- B. Master Concept Plan
- C. Narrative
- D. Schedule of Deviations and Justifications with Cross-Sections

ATTACHMENTS:

- A. Staff Informational Analysis
 - i. Background and Informational Analysis
- B. Applicant's Informational Analysis
 - i. Application
 - ii. Previous Zoning Approvals
 - iii. Area Location Map
 - iv. Aerial
 - v. Right-of-Way and Easement Map
 - vi. Existing Zoning Map
 - vii. Public Transit Routes Map
 - viii. Applicant's Narrative
 - ix. LDC Sec. 4-899 Mark Up
 - x. Special Flood Hazard Maps
 - xi. Proposed Site Development Regulations
 - xii. Proposed Schedule of Uses
 - xiii. Schedule of Deviations and Justifications
 - xiv. Traffic Impact Statement
 - xv. Surface Water Management Plan
 - xvi. Environmental Assessment
 - xvii. Historical & Archaeological Map
 - xviii. Variance Map
 - xix. Neighborhood Information Meeting 1 Submittal
 - xx. Neighborhood Information Meeting 2 Submittal
 - xxi. Tree Advisory Board Meeting Minutes
 - xxii. Traffic Memo Received 6/13/2022
 - xxiii. Conceptual Plan Received 6/13/2022

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'15" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 68.51 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93), AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD No. 93 (I-75), LEE COUNTY, FLORIDA, SECTION 12075-2401, SHEET 5 OF 9, DATED 12/7/76; THENCE RUN NORTH 01°03'33" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 54.73 FEET; THENCE RUN NORTH 83°56'32" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 508.51 FEET; THENCE RUN NORTH 58°29'27" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 233.01 FEET; THENCE RUN NORTH 25°56'09" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 348.59 FEET; THENCE RUN NORTH 23°58'20" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 279.75 FEET; THENCE RUN NORTH 21°07'25" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 446.23 FEET; THENCE RUN NORTH 15°25'36" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 83.89 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN PARAGRAPH 1 OF PARCEL FOUR AS RECORDED IN OFFICIAL RECORDS BOOK 4549 AT PAGES 4351 AND 4352 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 88°57'15" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND, FOR A DISTANCE OF 217.22 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN PARAGRAPH 3 OF PARCEL FOUR AS RECORDED IN OFFICIAL RECORDS BOOK 4549 AT PAGES 4351 AND 4352 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 00°47'44" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND, FOR A DISTANCE OF 1.60 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE RUN NORTH 88°45'30" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°47'44" EAST FOR A DISTANCE OF 383.80 FEET; THENCE RUN NORTH 88°57'20" EAST FOR A DISTANCE OF 299.65 FEET; THENCE RUN NORTH 00°44'39" WEST FOR A DISTANCE OF 130.00 FEET; THENCE RUN NORTH 88°57'20" EAST FOR A DISTANCE OF 299.68 FEET; THENCE RUN NORTH 00°44'45" WEST FOR A DISTANCE OF 255.87 FEET; THENCE RUN NORTH 88°45'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°44'45" EAST, FOR A DISTANCE OF 256.12 FEET; THENCE RUN NORTH 88°57'15" EAST, FOR A DISTANCE OF 329.11 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH 00°45'13" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 1,065.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 20.996 ACRES, MORE OR LESS.

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

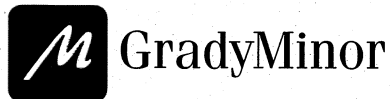
EXHIBIT A

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING SOUTH 88°57'15" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	B75MC
SCALE:	N/A
DATE:	6/15/2021
FILE:	21-101-S&L
SHEET:	1 of 2

NOT A SURVEY



Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

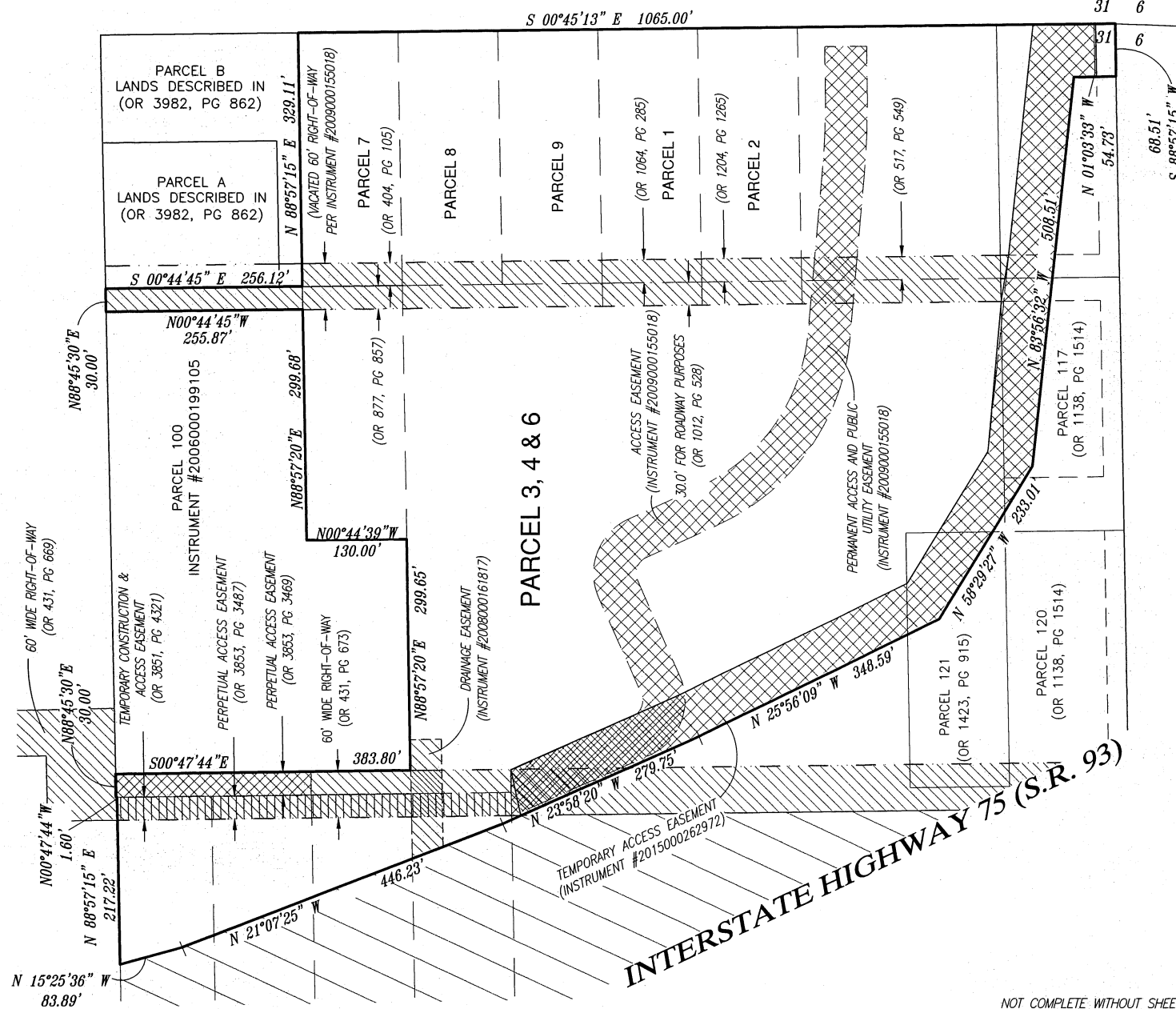
SKETCH AND DESCRIPTION

BONITA I-75

LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

6/21/21
DATE SIGNED

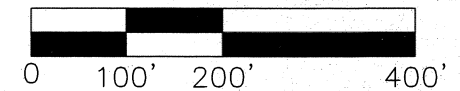
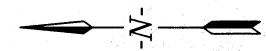
DONALD L. SAINTENBY III, P.S.M.
FL LICENSE 11861
FOR THE FIRM



POB
SE CORNER OF
THE SW 1/4 OF
SECTION 31

LEGEND

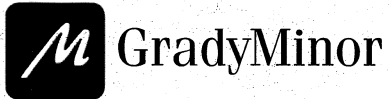
POB POINT OF BEGINNING
OR OFFICIAL RECORDS BOOK
PG PAGE(S)



SCALE: 1" = 200'

THIS PLAN MAY HAVE BEEN ENLARGED OR
REDUCED FROM INTENDED DISPLAY SCALE
FOR REPRODUCTION REASONS

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2



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SKETCH AND DESCRIPTION

BONITA I-75

LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	B75MC
SCALE:	1" = 200'
DATE:	6/15/2021
FILE:	21-101-S&L
SHEET:	14 2 of 2

EXHIBIT B

SITE SUMMARY

FUTURE LAND USE DESIGNATION:	INTERCHANGE COMMERCIAL
EXISTING ZONING DESIGNATION:	CPD, COMMERCIAL PLANNED DEVELOPMENT
EXISTING LAND USE:	VACANT
PROPOSED ZONING DESIGNATION:	CPD/RPD, COMMERCIAL PLANNED DEVELOPMENT/RESIDENTIAL PLANNED DEVELOPMENT
GROSS AREA:	20.99± ACRES
RESIDENTIAL TRACT:	10.13± ACRES
COMMERCIAL TRACT:	1.41± ACRES
PRESERVE/LAKES/OPEN SPACE:	6.68± ACRES
ROW ORR/MILLER ROAD:	2.59± ACRES (1.99± AC. ORR + 0.60 ± AC. MILLER) *
FDOT ORDER OF TAKING PARCEL:	0.18± ACRES
MAXIMUM DWELLING UNITS:	252
MAXIMUM SQUARE FOOTAGE:	10,000 SF
STRAP NUMBERS:	31-47-26-B4-00007.0100, .0110, .0130, .0140, .0190, .0220, .0290, .0300, .0310, .0510
STREET ADDRESS:	27877, 27901, 27925, 27952, 27802, 27977, 27776, 27750, 27801, 27825 & 27853 BOONDOCK ROAD AND 27750 ORR ROAD
OPEN SPACE (SEE NOTE #4):	REQUIRED: 7.0 AC. PROVIDED: 7.0 AC. RPD: 6.72± AC (20.99 - 0.18 (FDOT PARCEL) - 1.41 (CPD) - 2.59 * (ORR AND MILLER ROADS) = 16.81 x 40%) CPD: 0.28± AC (1.41 X 20%)
* INCLUDES 0.26 ACRE FDOT ORDER OF TAKING PARCEL	

NOTES:

- ALL INTERNAL ROADS ARE EITHER PRIVATE LOCAL ROADS OR DRIVEWAYS.
- THE INTERNAL SUBDIVISION LAYOUT INCLUDING ROADS DEPICTED ABOVE ARE CONCEPTUAL AND WILL BE FINALIZED DURING THE DEVELOPMENT ORDER PROCESS.
- BUFFERS PROVIDED PER LDC OR AS APPROVED BY DEVIATION.
- SEE CONDITION #1 REGARDING TREE PRESERVATION IN LIEU OF INDIGENOUS PRESERVE.
- SERVICE AREAS FOR THE CPD WILL BE SHIELDED OR GENERALLY ORIENTED TO THE SIDE OR REAR OF THE BUILDING.

LEGEND

	ACCESS		DEVIATION
	PRESERVE/OPEN SPACE		FLOODPLAIN COMPENSATION/OPEN SPACE
	EASEMENT		LAKE

			DESIGNED BY:	DWA
			DRAWN BY:	SU
			APPROVED:	DWA
			JOB CODE:	B75MC
			SCALE:	1" = 100'
Revision	Date	Description	By	



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Bonita Springs, Florida 34134

BONITA 75 CPD/RPD

EXHIBIT IV-E
MASTER CONCEPT PLAN
REVISED: JUNE 1, 2022

MUNICIPALITY:	BONITA SPRINGS
SEC./TOWNSHIP/RNG	31/47S/26E
DATE:	JULY 2021
SUBMITTAL TYPE:	
SHEET	1 OF 1

SITE DEVELOPMENT REGULATIONS:

RPD:	
MINIMUM AREA DIMENSION:	
MINIMUM LOT AREA:	N.A.
MINIMUM LOT DEPT:	N.A.
MINIMUM LOT WIDTH:	N.A.
MINIMUM BUILDING SETBACKS:	
STREET/FRONT (PUBLIC ROAD):	25 FEET
STREET/FRONT (PRIVATE INGRESS/EGRESS EASEMENT):	20 FEET
INTERNAL DRIVEWAY:	10 FEET
SIDE YARD:	10 FEET
REAR YARD:	10 FEET
NORTHERN RPD BOUNDARY:	20 FEET
WATER BODY:	
PRINCIPAL:	25 FEET
ACCESSORY:	0 FEET
PRESERVE:	30 FEET

MAXIMUM BUILDING HEIGHT: 60 FEET (AS MEASURED FROM FIRST FINISHED FLOOR TO BUILDING EAVES), NOT TO EXCEED 4-STORIES

MINIMUM OPEN SPACE: 40%

DEVIATIONS FROM LDC:

- RELIEF FROM LDC SECTION 3-331(D)(1), WHICH PROVIDES THAT NO EXCAVATIONS WILL BE ALLOWED WITHIN FIFTY FEET OF ANY PRIVATE PROPERTY LINE UNDER SEPARATE OWNERSHIP UNLESS GRANTED AN ADMINISTRATIVE DEVIATION IN ACCORDANCE WITH SECTION 3-81. THE SETBACK FOR AN EXCAVATION FROM A PRIVATE PROPERTY LINE MAY NOT BE LESS THAN 25 FEET TO ALLOW FOR 15 FT.
- RELIEF FROM LDC SEC. 4-899, SITE DESIGN STANDARDS, TO ALLOW DEVELOPMENT WITHIN THE CPD/RPD TO BE CONSISTENT WITH THE DEVELOPMENT STANDARDS PROPOSED FOR THIS CPD/RPD.
- RELIEF FROM LDC SEC. 6-112 AND 6-113, PERMANENT SIGNS IN RESIDENTIAL AND COMMERCIAL AREAS, TO ALLOW FOR UP TO TWO SHARED ENTRANCE SIGNS/PROJECT SIGNS FOR THE RESIDENTIAL AND COMMERCIAL TRACTS. THE SIGNS MAY BE POLE OR MONUMENT SIGNS AND IF DEVELOPED AS A POLE SIGN THE POLE MUST HAVE A POLE COVER NO LESS THAN 50% OF THE WIDTH OF THE SIGN. THE SHARED SIGN(S) MAY BE A MAXIMUM OF 15 FEET IN HEIGHT AS MEASURED FROM THE FINISHED GRADE AND THE MAXIMUM AREA SHALL NOT EXCEED 240 SQUARE FEET. THE SIGN MUST BE SETBACK A MINIMUM OF 5 FEET FROM ORR ROAD OR MILLER ROAD. LOCATIONS SHOWN ARE APPROXIMATE.
- RELIEF FROM LDC SEC. 3-418(D)(4), WHICH REQUIRES A 15-FOOT-WIDE TYPE 'D' LANDSCAPE BUFFER ADJACENT TO A ROW TO INSTEAD ALLOW A 10-FOOT-WIDE TYPE 'D' BUFFER ADJACENT TO THE ORR ROAD ROW AND INGRESS/EGRESS/UTILITY EASEMENT AREA.
- RELIEF FROM LDC SEC. 3-303, COMPLETE STREETS DESIGN, FOR THAT PORTION OF ORR ROAD LOCATED WITHIN THE BOUNDARY OF THE CPD/RPD. THAT PORTION OF ORR ROAD LOCATED BETWEEN THE RPD AND CPD AREAS SHALL BE A 40 FOOT WIDE CROSS-SECTION, WITH CLOSED DRAINAGE AND SIX FOOT WIDE SIDEWALKS ON EACH SIDE OF THE ROADWAY AS DEPICTED IN THE ORR ROAD CROSS-SECTION, EXHIBIT A. THE REMAINDER OF ORR ROAD SHALL REMAIN IN ITS CURRENT DESIGN WITH OPEN DRAINAGE AND NO SIDEWALKS.
- RELIEF FROM LDC SEC. 4-1732(1)C REQUIRED PARKING FOR MULTIPLE-FAMILY BUILDINGS, WHICH REQUIRES PARKING AT A RATIO OF 1.5 SPACES PER UNIT FOR EACH 1BR UNIT, 1.75 SPACES PER UNIT FOR EACH 2BR UNIT AND 2 SPACES PER UNIT FOR A 3BR UNIT, WITH AN ADDITIONAL 10% OF THE TOTAL REQUIRED UNITS TO BE GUEST PARKING, TO INSTEAD ALLOW A PARKING RATIO OF 1.8 SPACES PER UNIT AS THE REQUIRED PARKING FOR THE PROJECT.

SCHEDULE OF USES:

RPD (NOT TO EXCEED 252 UNITS): MINIMUM 40% OPEN SPACE - 6.72± ACRES

ACCESSORY USES AND STRUCTURES
ADMINISTRATIVE OFFICES (LEASING OFFICE)
DWELLING UNITS, MULTIPLE FAMILY
ESSENTIAL SERVICE FACILITIES: GROUP I
EXCAVATION, WATER RETENTION
FENCES, WALLS
GARAGE, PRIVATE
GATEHOUSE(S)
RECREATIONAL FACILITIES, PRIVATE ON-SITE
SIGNAGE
STORAGE, INDOOR

CPD (NOT TO EXCEED 10,000 SQUARE FEET): MINIMUM 20% OPEN SPACE - 0.28± ACRES
ACCESSORY USES AND STRUCTURES
ADMINISTRATIVE OFFICES
ATM (AUTOMATIC TELLER MACHINE)
AUTO PARTS STORE
BANKS AND FINANCIAL ESTABLISHMENTS: GROUP I
BOATS PARTS STORE
BUSINESS SERVICES: GROUP I AND II
CLUBS, PRIVATE
CONSUMPTION ON PREMISES, INDOOR ONLY, IN CONJUNCTION WITH A FULL-SERVICE RESTAURANT, MICRO BREWERY. OUTDOOR CONSUMPTION REQUIRES A SPECIAL EXCEPTION.
CONTRACTORS AND BUILDERS: GROUP I AND II
DAYCARE CENTERS, CHILD, ADULT
DRUG STORE, PHARMACY
DWELLING UNIT (ANCILLARY ONLY); MULTIPLE-FAMILY BUILDING (NOT TO EXCEED 252 UNITS FOR THE ENTIRE CPD/RPD)
ENTRANCE GATES AND GATEHOUSE
ESSENTIAL SERVICE FACILITIES: GROUP I
EXCAVATION: WATER RETENTION
FENCES, WALLS
FOOD STORES, GROUP I
HARDWARE STORE - NO OUTDOOR STORAGE OR DISPLAY
HEALTHCARE FACILITIES: GROUP I AND II

HOUSEHOLD AND OFFICE FURNISHING: GROUP I
LAUNDRY OR DRY CLEANING: GROUP I
LAWN AND GARDEN SUPPLY STORES, NO OUTDOOR STORAGE OR DISPLAY.
MICRO-BREWERIES
OFFICE - BUSINESS
PAINT, GLASS AND WALLPAPER - NO OUTDOOR STORAGE OR DISPLAY
PARKING LOT: ACCESSORY AND GARAGE, PRIVATE
PERSONAL SERVICES, GROUP I, II AND III
PET SERVICE
RENTAL OR LEASING ESTABLISHMENT: GROUP I
RESIDENTIAL ACCESSORY USES
RESTAURANT, FAST FOOD
RESTAURANTS: GROUPS I, II, III AND IV
SPECIALTY RETAIL: GROUPS I, II AND III
STORAGE: INDOOR ONLY
STUDIOS
TEMPORARY USES
USED MERCHANDISE STORES: GROUP I
VARIETY STORE
WHOLESALE ESTABLISHMENTS: GROUP III

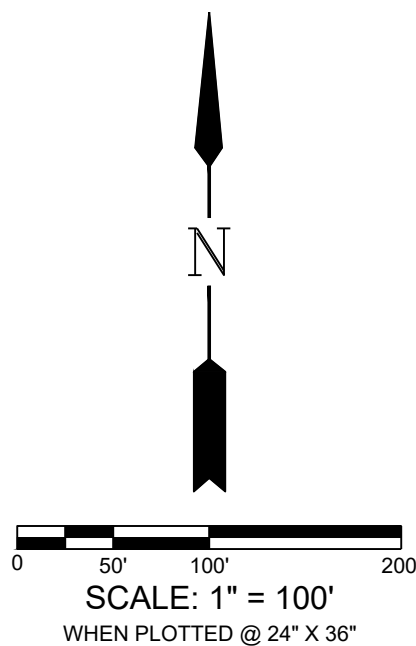


EXHIBIT C

Sec. 4-295. Application.

- (a) *Minimum required information for all planned development zoning applications.* Rezoning applications for planned developments must include the following information, supplemented, where necessary, with written material, maps, plans, or diagrams. Wherever this section calls for the exact or specific location of anything on a map or plan, the location must be indicated by dimensions from an acceptable reference point, survey marker or monument.
- (5) *Explanation.* A narrative explanation as to how the proposed development complies with the Bonita Plan, the design standards set forth in section 4-325, and the guidelines for decision-making embodied in section 4-131.

The subject project, which is located in the northeast quadrant of Interstate 75 and Bonita Beach Road, is currently zoned Bonita 75 CPD (ZO-08-10).

The property is designated Interchange Commercial on the City of Bonita Springs Future Land Use Map, which permits a wide range of commercial land uses. Policy 1.1.15, Interchange Commercial, of the Future Land Use Element indicates that this land use category is intended for uses that serve the traveling public, including gas/convenience, restaurants and a range of tourist related commercial uses. Policy 1.1.15 also permits multi-family residential development at a standard maximum density of 10 du/ac and up to 15 du/ac with the use of bonus density. The proposed density is approximately 12 du/ac. The property is also located within the Interchange Zone of the Bonita Beach Road Corridor Overlay. The proposed CPD/RPD includes residential and commercial uses consistent with those permitted in Section 4-898 of the LDC.

The applicant, Madison Capital Group Management, LLC, is proposing to rezone the CPD to CPD/RPD and reduce the overall commercial square footage and add multi-family residential dwelling units. The application will seek 252 multi-family dwelling units, which is approximately 12 du/ac. An affordable housing bonus density agreement will be filed separately for the 47 bonus units. A maximum of 10,000 square feet of commercial uses consistent with those permitted in Section 4-898 of the Bonita Beach Road Corridor Overlay are proposed. The RPD portion of the project will include an amenity area, which will include a clubhouse containing the rental apartment leasing offices, as well as indoor fitness facilities, meeting space and restrooms. The outside of the amenity area will feature a swimming pool with shade structures. The amenity area is designed to be accessible to all residents of the community via internal pedestrian facilities. The amenities are not designed to serve the CPD portion of the project; however, having commercial in close proximity to the residential use is seen as beneficial for the residents. Having the commercial component easily accessible by foot or automobile provides convenient employment or shopping opportunities for the residents of the RPD.

The proposed rental apartments within the RPD will be a maximum of 4 stories in height, although some 2 story buildings may be constructed depending on final site design. The amenity building

will be a single-story building. The CPD has a proposed height limitation of 35 feet which will provide for 2 story maximum heights. These proposed heights are compatible with the limited residential dwellings located at the terminus of Orr Road and Miller Road north of the RPD/CPD due to the strategic location of the proposed open space areas on the site and the presence of lands owned by the State located between the RPD/CPD and these home sites.

The property is located in the Interchange Commercial FLU Category, and it is located at the I-75 northbound entrance ramp. While the project does not have direct frontage on Bonita Beach Road, it does abut Orr Road and Miller Road. The proposed uses are oriented to Bonita Beach Road as close as feasible given the separation from Bonita Beach Road by the I-75 on ramp and Orr Road.

The site consists of approximately 20.99 acres. The entire site has been previously impacted by past usage. Historical aerials from 1995 and 2004 have been included. These aerials show the site containing single family uses. In addition, they show parked tractor trailers, cleared areas and accessory structures. As such, most of the site lacks any native habitat. Most of the site has been altered. The site does have some scattered canopy trees of live oaks, Slash pines and cabbage palms. However, there is little to no ground cover and/ or midstory. A tree survey was conducted. To date, the site has cleared areas with remnants of past structures and debris.

A proposed condition for revegetation within the floodway is anticipated and consistent with the proposed MCP.

Sec. 4-131. Zoning board standard for review.

(d) *Zoning matters.*

- (3) *Findings.* Before preparing their recommendation to the city council on a rezoning, the zoning board must find that:
 - a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;

The proposed rezone to add multifamily residential uses is consistent with the Bonita Springs Comprehensive Plan.

Policy 1.1.15, Interchange Commercial provides for a wide variety of commercial land uses and also provides for multifamily residential development. The proposed PD rezone will reduce the amount of commercial square footage. The current zoning permits a maximum of 158,800 square feet of commercial uses and this will be reduced to a maximum of 10,000 square feet of commercial land uses. The schedule of uses has been amended to add 252 multifamily dwelling units. Development standards for the residential dwellings have also been added to the PD. The proposed 12 du/ac density is consistent, with the FLUC density with the use of bonus units, is within the permissible maximum density per Policy 1.1.15.

Future Land Use Policy 1.1.2, Density, Affordable Housing Density Bonus and Wetlands Transfer identifies that property designated Interchange Commercial are eligible for up

to 5 du/ac bonus units. The applicant intends to use the payment in lieu of process to obtain the 47 bonus units. The project at the standard maximum density of 10 du/ac is eligible for 205 dwelling units. This PD application proposes a total of 252 dwelling units and is within the allowable density range. A separate application for the bonus density will be filed for the project.

Future Land Use Policy 1.7.6 supports protection of environmentally sensitive lands. The property is not adjacent to the Imperial River/Keel Canal; however, the northernmost portion of the PD is within a FEMA designated floodway. This area is identified on the MCP and no structures will be placed within this portion of the site. This area will be utilized for floodplain compensation and replanting with native vegetation in accordance with the LDC provisions for open space. The use of this area is consistent with Policy 1.7.6.

Policy 1.11.1 establishes LOS standards. There are no existing or projected LOS deficiencies for public facilities associated with this PD rezone. A Traffic Impact Analysis has been prepared for the project and concludes that the reduction of commercial uses and addition of the proposed 252 multifamily dwelling units reduces traffic over that for the commercial only planned development.

Objective 1.16. and Policies 1.16.1 - 1.16.6 reference the establishment of the Bonita Beach Road Corridor and Bonita Beach Road Corridor Map and implementing regulations in the Land Development Code. The PD is within the Interstate Zone on the Corridor Map. This area is also referred to as the "Gateway Zone".

The proposed commercial and residential uses are consistent with the permitted uses for the corridor as identified in Section 4-898, Table 4-898 of the LDC.

The PD has requested a deviation from the design standards outlined in Section 4-899 to provide development standards as proposed for the CPD/RPD. Most of the Section 4-899 standards are not applicable as the site does not have frontage on Bonita Beach Road.

The residential portion of the site is proposed to be developed as a gated multifamily community that will not have platted streets. There is one commercial tract proposed at the Orr Road intersection with Miller Road. Future interconnections to Miller Road are shown on the MCP. No blocks within the PD will be provided; however, the residential component of the project is walkable and will feature central amenities designed to be easily accessible to all residents including the commercial tract.

Pedestrian access from the project entrance to the pathway located in the Bonita Beach Road ROW will be provided.

Transportation Element

Policy 1.1.3 establishes minimum acceptable Level of Service Standards for roadways. A Traffic Impact Analysis has been prepared by a registered traffic engineer, which finds that the adopted LOS standards will be met based on the intensity of development proposed in the CPD/RPD.

Housing Element

Policy 1.3.2.C and 1.3.2.d acknowledges the use of bonus densities by making a cash contribution dedicated to the provisions of affordable housing. The developer is proposing to make the cash contribution consistent with this policy for 47 bonus density units. The resulting project will not have substantially increased intensities of land use on the perimeter. The project will have open space and indigenous preservation along the northern property boundary nearest the residential neighboring property. The traffic associated with the project will not be required to travel through areas with significantly lower densities. Access to the project will be via Bonita Beach Road/Miller Road. There are adequate public facilities available to service the proposed 252-unit apartment complex. There will be no decrease in open space areas that have any adverse impact to an existing or approved development. The preserve areas are largely located in the areas previously identified as preserves for the commercial-only development scenario. The project is not located in a Category 1 storm surge area; therefore, no storm shelters or other mitigation is required.

Conservation and Coastal Management Element

Policy 7.2.2 provides that large developments will provide 50% of their open space requirement using existing indigenous native vegetation. A scaled credit as identified in LDC Section 3-417 is eligible as an incentive to preserve indigenous habitat. The subject property has been largely cleared in the past and while there are indigenous trees, there is no indigenous habitat. The existing CPD was previously approved with a preservation area that included native trees. The proposed RPD/CPD increases the preservation area required due to the requirement to provide 40% open space for the residential component of the RPD and 20% for the CPD. A condition is proposed to address restoration and heritage tree preservation.

Objective 7.4 requires that the City protect habitats of endangered and threatened species. A listed species survey was conducted on the property as recently as May 2021. No listed species were observed on the property. As discussed in the report the site does not contain indigenous habitat and it is located at the intersection of I-75 and Bonita Beach Road, making the site not conducive to attracting listed species.

- b. The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;

There are no performance or locational standards for the uses. The proposed uses are to be sited in a compatible manner with the surrounding community but taking into account the relationship with the adjacent roads and private access.

- c. The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Bonita Plan;

The proposed use of affordable housing bonus density units will be in compliance with the LDC and Comprehensive Plan. Staff has provided direction to the applicant for their use and such application is a companion item to this zoning application. A narrative and draft agreement is provided separately.

- d. The request is compatible with existing or planned uses in the surrounding area;

The surrounding areas are low density residential to the north. A large open space buffer is provided to the adjoining FDOT lake which separates farther the residential areas to this site. The area to the east is an existing commercial PD. Shared access is planned with that use through improvement to Miller Road.

The proposed CPD/RPD is also consistent with the required criteria in LDC 4-299(2)a-c. The proposed mix of uses are appropriate at the subject location. All uses are consistent with the Interchange Commercial Future Land Use Category, and the density is within the density range associated with this land use category. The location is appropriate for higher density rental apartments given the proximity to I-75 and Bonita Beach Road, allowing for easy access to employment and close proximity to local goods and services.

The proposed development standards, buffers, and location of open spaces provides sufficient safeguards to the public interest. The RPD portion of the site will be separated from the few single-family homes located at the terminus of Orr Road by an FDOT water management area, a large flood plain compensation area and re-created preservation area. The staff recommended conditions are related to the impacts on the public interest created by the proposed CPD/RPD. The commercial use will also be accessible to the residents of the CPD/RPD and is designed in a manner to capture their use by pedestrian and vehicular access.

- e. Approval of the 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 development;

The traffic impact statement (TIS) submitted with this application confirms the proposed uses will not have an adverse impact on capacity.

- f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources;

The site was previously cleared for homesteads in the 1970s and 1980s. No indigenous area remains, however individual indigenous trees do exist. The limits of the floodway have been identified on the MCP. No development will occur within the floodway with the exception of revegetation with ground cover.

- g. In the case of a planned development rezoning, the decision of the zoning board must also be supported by the formal findings required by section 4-299(a)(2) and (4);

Acknowledged.

- h. The zoning board must also find that public facilities are, or will be, available and adequate to serve the proposed land use.

Acknowledged.

Chapter 4-325 Consistency

The CPD/RPD as proposed is in compliance with the General Standards for Planned Developments found in Chapter 4-325.

- a. All planned developments shall be consistent with the provisions of the Bonita Plan.

As discussed in the Chapter 4—295 analysis, the project is consistent with the Bonita Springs Comprehensive Plan.

- b. All planned developments, unless otherwise excepted, shall be designed and constructed in accordance with the provisions of all applicable city development regulations in force at that time.

Except as approved by deviation, the planned development is designed and will be consistent with applicable City regulations in effect at the time of Development Order approval.

- c. The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water. In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian and cyclist activity and community interaction.

The MCP identifies the areas to be developed for MF residential and commercial uses consistent with the Bonita Beach Road Corridor Overlay. The MCP also identifies areas of preservation, open space, and water management. Sidewalks will be provided on Miller Road and the portion of Orr Road that lies between the CPD and RPD tracts.

- d. The tract or parcel shall have access to existing or proposed roads:

- (1) In accordance with chapter 3 and as specified in the Bonita Plan traffic circulation element or the official trafficways map of the county;
- (2) That have either sufficient existing capacity or the potential for expanded capacity to accommodate both the traffic generated by the proposed land use and that traffic expected from the background (through traffic plus that generated by surrounding land uses) at a level of service D or better on an annual average basis and level of service E or better during the peak season, except where higher levels of service on specific roads have been established in the Bonita Plan; and
- (3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

Primary project access will be via Miller Road, which will be improved from Bonita Beach Road to the proposed residential project entry. Miller Road connects to Bonita Beach Road at an existing location matching that shown on the MCP. The TIS prepared for the proposed RPD/CPD concludes that far few trips are generated from the proposed project that includes MF residential dwellings versus the existing PD which has no residential component. No LOS roadway issues result from the project.

- e. If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

There is a Lee Tran stop just west of the Miller Road connection on Bonita Beach Road. The Bonita 75 CPD/RPD will provide a pedestrian connection to the transit stop.

- f. Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.

The proposed CPD/RPD will not create hazards to persons or property off-site. The site has previously been issued an ERP through the SFWMD and has obtained a FEMA map amendment which has been noted on the MCP. Glare, dust and odor will not be issues as the site is less intense than originally approved.

- g. Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historical or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.

There are no known archeological sites on the property. The site has been previously developed and there are no native vegetation communities remaining on the site. The applicant will be working with staff and the Tree Advisory Board to address the retention and/or relocation of native trees on-site. the Tree Advisory Board meeting was held on May 9, 2022 and they approved the plan as proposed.

- h. A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites.

The site has been designed to utilize open spaces for integration of the human environment. The dry detention areas will be designed to provide areas for human and pet use during the dry season.

- i. Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

The site has been designed to have no impact on surrounding uses. Building heights, setbacks and placement of open space areas are utilized to reduce any negative impacts.

- j. Where a proposed planned development is surrounded by existing development or land use with which it is compatible and of an equivalent intensity of use, the design emphasis shall be on the integration of this development with the existing development, in a manner consistent with current regulation.

The PD has been designed to share the primary access (Miller Road) with the neighboring St. James PD. Orr Road has been realigned in order to provide for convenient access to the small number of properties located north of the site and to increase the throat depth from Bonita Beach Road.

- k. Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significantly higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs.

The uses located within the PD have been designed to lessen any impact to neighboring properties by placing the residential component in closer proximity to surrounding homes and the commercial component has been significantly reduced in square footage and overall intensity. The residential remains separated from homes at the north end of Orr Road by lakes and open space/preservation areas.

- l. In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction.

The project is approximately 20 acres in size and due to the residential use as an apartment complex it is not possible to create subunits. The site will be arranged so that all residents will have good access to project amenities.

- m. In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development.

Buffers will be provided as identified on the MCP. The master developer intends to develop an integrated community with the small commercial property being developed in a complementary manner for the residents.

- n. Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection.

The perimeter of the PD is protected by the placement of open space areas including buffers, vegetation preservation and lakes.

- o. Unless otherwise provided for in this article, minimum parking and loading requirements shall be as set forth in article VI, divisions 25 and 26, of this chapter. Where it can be reasonably anticipated that specified land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces subject to the condition that it be constructed and maintained so as to prevent erosion of soil. In all cases, however, sufficient parking shall be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.

Parking is intended to be developed at a ratio consistent with that needed for the development. A parking deviation has been requested consistent with other rental apartments they have developed in Florida.

- p. Joint use of parking by various land uses within the planned development may be permitted by special condition where it can be demonstrated or required that the demand for parking by the various uses will not conflict. Joint parking agreements between uses within and uses without the planned development shall be governed by agreement per general regulation (see section 4-1730), without exception.

All areas within the residential development area will share joint use of the parking lots. No parking agreement is necessary as it will be under singular ownership.

- q. Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.

The Developer will establish the signage, architecture and planning schedule which will insure internal consistency.

EXHIBIT D

1. Deviation 1 seek relief from LDC Sec. 3-331(d)(1) which provides that no excavations will be allowed within fifty feet of any private property line under separate ownership unless granted an administrative deviation in accordance with section 3-81. The setback for an excavation from a private property line may not be less than 25 feet to allow for 15 ft.

Justification:

The property on the north side of the lake is zoned AG-2 and requires only a Type “B” buffer. In an effort to accommodate the land use to the north, the lake area will function as a buffer to the commercial to the south. The excavation will likely be necessary for floodplain compensation per the anticipated SFWMD consistent with the previously issued permit. Necessary security, such as a fence, will be provided at the discretion of the City Manager or his designee.

2. Deviation 2 seeks relief from LDC Sec. 4-899, site design standards, to allow development within the CPD/RPD to be consistent with the Development Standards proposed for this CPD/RPD.

Justification:

The project physically cannot comply with the maximum building setback and other site design standards in LDC Sec. 4-899 due to the presence of Orr Road. The entrance to the CPD/RPD is at the intersection of Orr Road and Miller Road, which is approximately 85 feet north of the Bonita Beach Road travel lanes which exceeds the maximum setback of 65 feet permitted in the Bonita Beach Road Interstate Zone. The project will also not be developed with internal streets as the residential component will be a gated rental apartment complex. The proposed development standards will permit development of the proposed uses in a manner necessary for this type of mixed-use development and the deviation will have no negative impact on the public.

3. Deviation 3 seeks relief from LDC Sec. 6-112 and 6-113, permanent signs in residential and commercial areas, to allow for up to two shared entrance signs/project signs for the residential and commercial tracts. The signs may be pole or monument signs and if developed as a pole sign the pole must have a pole cover no less than 50% of the width of the sign. the shared sign(s) may be a maximum of 15 feet in height as measured from the finished grade and the maximum area shall not exceed 240 square feet. The sign must be setback a minimum of 5 feet from Orr Road or Miller Road.

Justification:

The Mixed Use Planned Development will have limited visibility due to the physical location of the project which is separated from Bonita Beach Road by Orr Road and the northbound entrance ramp to I-75. The physical separation from the nearest travel lanes on Bonita Beach Road warrant signage that is greater in height than currently allowed for projects located in the Bonita Beach Road Corridor Overlay. Sharing the project signage for the residential and

commercial components will help reduce overall signage and given the small view corridors to the site, sharing the signage at strategic locations makes logical sense.

4. Deviation 4 seeks relief from LDC Sec. 3-418(d)(4), which requires a 15-foot-wide Type 'D' landscape buffer adjacent to a ROW to instead allow a 10-foot-wide Type 'D' buffer adjacent to the Orr Road ROW and ingress/egress/utility easement area.

Justification:

At the request of staff, the Orr Road alignment was revised to accommodate a better intersection spacing from Bonita Beach Road and to alleviate stacking concerns on Miller and Orr Roads. Based on the original easement area for Orr Road and the existing pavement area, approximately 10' in width is available for planting. The applicant is agreeable to plant additional plant material in the reduced buffer width if requested by staff.

5. Deviation 5 seeks relief from LDC Sec. 3-303, Complete Streets Design, for that portion of Orr Road located within the boundary of the CPD/RPD. That portion of Orr Road located between the RPD and CPD areas shall be a 40 foot wide cross-section, with closed drainage and six foot wide sidewalks on each side of the roadway as depicted in the Orr Road Cross-Section, Exhibit A. The remainder of Orr Road shall remain in its current design with open drainage and no sidewalks.

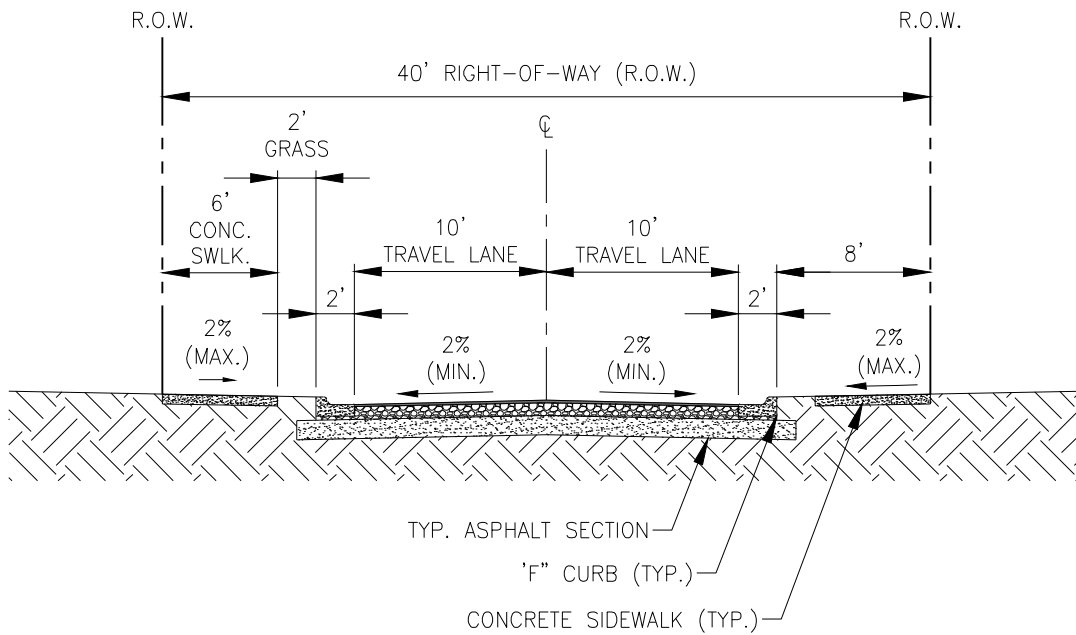
Justification:

The property owner has agreed to re-locate Orr Road in order to increase the intersection spacing from Bonita Beach Road, while also reducing a significant amount of commercial square footage, thereby reducing vehicular traffic associated with the CPD/RPD. Orr Road beyond the CPD tract serves three existing home sites, retention ponds owned by FDOT and vacant lands owned by the State of Florida. The existing Orr Road is in good physical condition and for the very low volume of traffic utilizing this portion of Orr Road it does not make economic sense to modify the existing cross-section. Further, the RPD/CPD will have access from Miller Road. Only an emergency vehicle access will be provided on the older section of Orr Road.

6. Deviation 6 seeks relief from LDC Sec. 4-1732(1)c Required Parking for Multiple-family buildings, which requires parking at a ratio of 1.5 spaces per unit for each 1BR unit, 1.75 spaces per unit for each 2BR unit and 2 spaces per unit for a 3BR unit, with an additional 10% of the total required units to be guest parking, to instead allow a parking ratio of 1.8 spaces per unit as the required parking for the project.

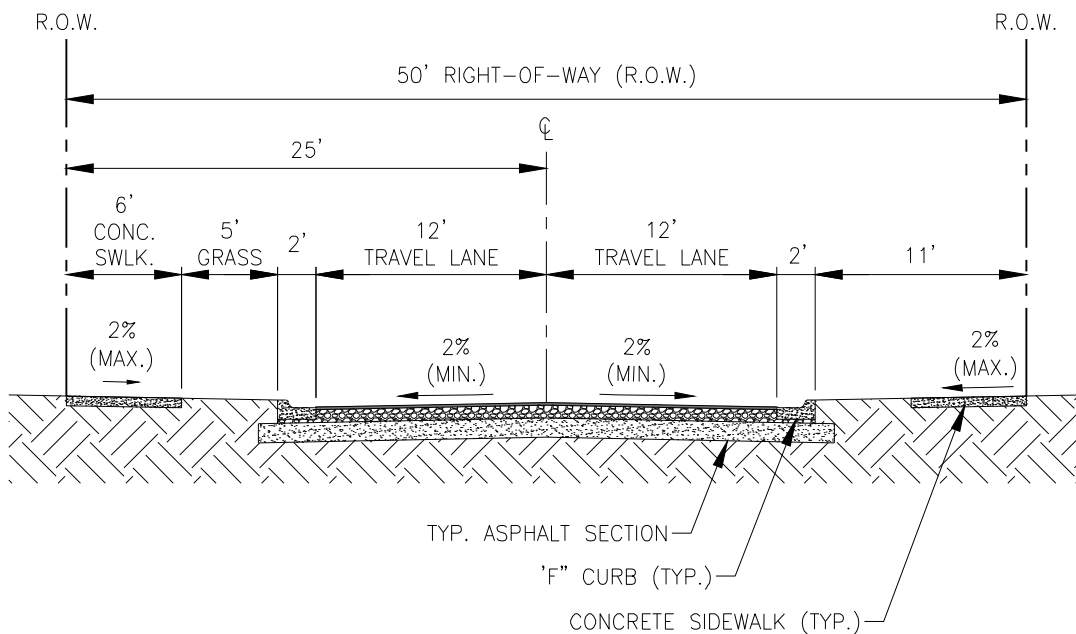
Justification:

Madison Capital Group has developed a number of rental communities throughout the United States and has successfully developed communities having an average parking ratio of 1.8 spaces per unit, with no additional parking for guest spaces. Typical rental communities developed by Madison Capital Group have approximately 50% of the units as 1BR, 40% as 2BR and 10% as 3BR units. The 1.8 parking space per unit average has been utilized in the following three communities in Florida: Tampa, Apopka and Wesley Chapel.



TYPICAL 40' ROW SECTION (INTERNAL TO PROJECT - COMMERCIAL EAST END)

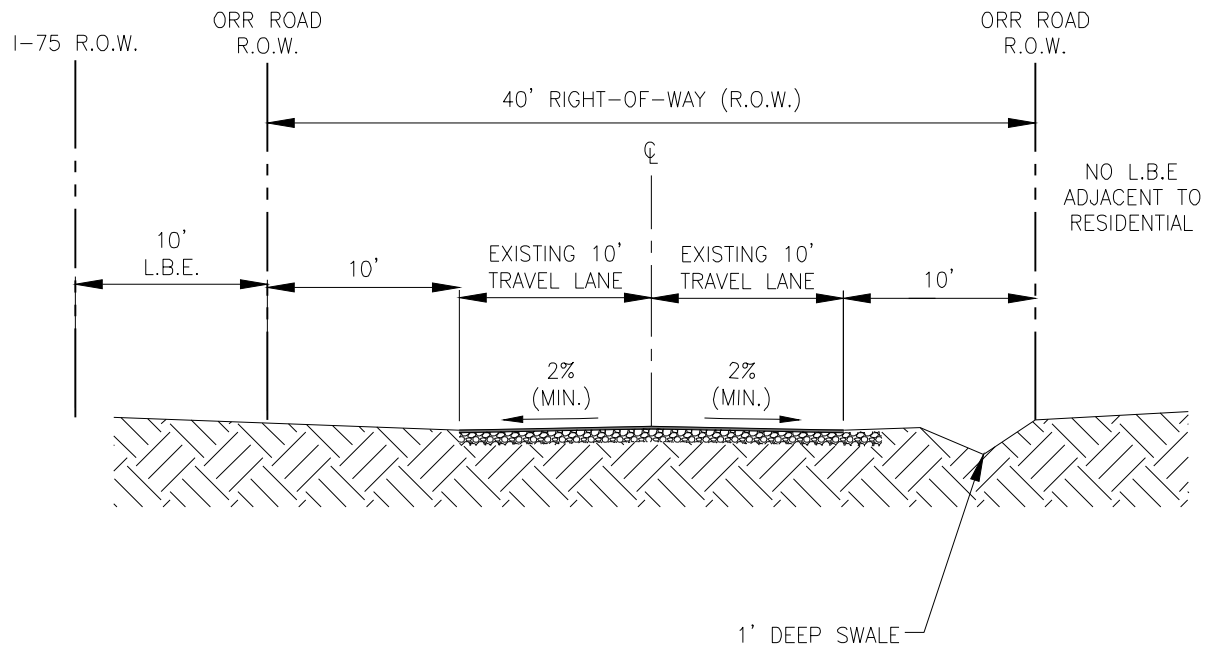
N.T.S.



TYPICAL 50' ROW SECTION (MILLER ROAD)

N.T.S.





TYPICAL 40' ROW SECTION (ORR ROAD AT I-75)
N.T.S.





Bonita Springs, Florida

Google

Street View - 2007

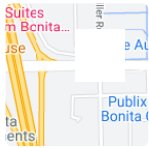




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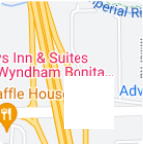




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**ATTACHMENT “A”
BACKGROUND & INFORMATIONAL ANALYSIS**

Surrounding Land Use

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcel: Bonita 75 CPD; Vacant	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
North: Smith Nursery CPD; Vacant, AG-2; FDOT Retention Ponds, Single-Family Residential	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
East: St. James CPD, Bonita Beach Road Corridor Overlay-Interstate Zone; Vacant, AG-2; Single-Family Residential	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
South: Bonita Beach Road Corridor Overlay- Interstate Zone, I-75 On-Ramp and Bonita Beach Road Right-of-way	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
West: I-75 Interstate, Bonita Beach Road Corridor Overlay- Interstate Zone	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)

Environmental Considerations

The Applicant provided an environmental assessment that was reviewed by City Staff. The assessment included surveys of the project site in accordance with the City's Administrative Code and the general methodology provided by the Florida Fish and Wildlife Conservation Commission. Included in the assessment was a listed species survey, a plant survey, and a habitat/vegetation survey.

There were no jurisdictional wetlands and no listed protected species observed on-site. The site contains native trees but lacks native land cover due to historical and present-day disturbance. Indigenous vegetation preservation is not required, but Staff does recommend Conditions 5.a. and 5.b. The site contains a 0.47 acre man-made ditch considered Other Surface Waters by the South Florida Water Management District (SFWMD), which will be reviewed during permitting by that agency.

Traffic

The City's transportation engineer reviewed the Applicant's Traffic Impact Statement (TIS) as part of this rezoning request. Throughout the review period, Lee County Department of Transportation (LCDOT) has indicated that the median opening at Bonita Beach Road and Miller Road/Hunter's Ridge Blvd. will be closed, impacting the future traffic maneuvers for this project. More specifically, when the median is closed, Miller Road will be limited to right-in/right-out only traffic maneuvers. All traffic accessing Miller Road from eastbound Bonita Beach Road, including project traffic, will be required to make a U-turn to travel westbound on Bonita Beach Road followed by a right turn to access Miller Road and the project site. It is assumed that all eastbound Bonita Beach Road traffic accessing Miller Road will use the left-turn lane at the Trade Way One median opening to make the required U-turn. The City's transportation engineer specifically requested the Applicant to analyze the maximum peak queuing for the eastbound left-turn lane at Trade Way One, assuming the median closing at Bonita Beach Road and Miller Road/Hunter's Ridge Blvd., to gauge the project's impact on operations and safety. The analysis must incorporate all vested trips and trips generated by the Horizon Park CPD build-out. At the time this report was prepared, this information had not been received. Without this information, it is not possible to determine the impact on the road network, and not possible to recommend approval of the bonus density units.

The Applicant does indicate that a westbound right turn lane is warranted. If this application is approved, Staff recommends Condition 8.a., requiring the Applicant to install a raised island median to prevent eastbound left turns into Miller Road. Staff also recommends Condition 7.b. to assess the impacts of the median closing.

The Applicant's TIS (original and amended versions) are available for review as part of the Application backup.

Stormwater/Drainage

The existing property generally drains from the south frontage (Bonita Beach Road), north and outfalls to the Imperial River. There are no offsite flows entering the property. The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The proposed water management system will consist of either wet and/or dry detention to treat and attenuate the 25-year storm event. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, as outlined in the City's Comprehensive Plan, will provide water quality treatment for one hundred and fifty percent (150%) of the SFWMD requirement. Lakes and/or dry detention will be created and incorporated into the design. Consistent with the City of Bonita Springs Land Development Code, the Applicant will be required to demonstrate no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of Development Order Permitting.

Floodplain

The project is located in the mapped special flood hazard area (100-year flood zone) identified as zones AE with a Regulatory Floodway. As part of the SFWMD permitting, two floodplain compensation areas are proposed with shallow excavation of existing higher areas. These areas will not be utilized for onsite attenuation or treatment, only for river overbank flooding.

Proposed structures, utilities and equipment shall be reviewed for elevation and flood design compliance at time of permit application. Any development within the floodway will require a Certificate of No Rise.

Comprehensive Plan Considerations

Future Land Use:

The proposed project is located in the Interchange Commercial future land use category. In the Bonita Plan, the Interchange Commercial future land use category is described as follows:

Policy 1.1.15: Interchange Commercial - Intended for uses that serve the traveling public such as automobile service/gas stations, hotel/motel, restaurants and gift shops; and a broad range of tourist-oriented, general commercial, light industrial, commercial office, and multi-family residential up to 10 dwelling units per acre with the approximately 385 acres of gross land area in the land use category.

- a. If affordable housing is provided, residential density may be increased by up to five additional dwelling units per acre.*
- b. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves.*
- c. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2*

The proposed project is residential and commercial in nature and includes uses that are listed in Policy 1.1.15.

Bonus Density Units

As stated previously, this RPD/CPD allows for up to 205 multi-family dwelling units (standard density) and up to 10,000 sf of commercial floor area. The Applicant is requesting an additional 53 bonus density units Pursuant to Bonita Plan Future Land Use Policy 1.1.2 and 1.15.b. The Applicant has the right to apply for the 205 standard units, but the 47 bonus density units cannot be awarded until formally applied for, reviewed, and approved by City Council. In nature, the language set forth for bonus density in the Bonita Plan is general, but it is the City's LDC and Administrative Codes that set forth the implementation language. The Interchange Commercial Future Land Use Area allows for up to 15 dwelling units per acre if certain criteria are met per Future Land Use Policy 1.15.b.4. These are:

4. (a) The resulting development does not have substantially increased intensities of land use along its perimeter unless it is adjacent to an existing or approved development of a similar intensity;
- (b) The additional traffic will not be required to travel through areas with significantly lower densities before reaching the nearest collector or arterial road;
- (c) Existing and committed public facilities are not so overwhelmed that a density increase would be contrary to the overall public interest;
- (d) There will be no decrease in required open space, buffering, landscaping and preservation areas or cause adverse impacts on surrounding land uses; and,
- (e) Storm shelters or other appropriate mitigation is provided if the development is located within the Category 1 Storm Surge Area for a land-falling storm as defined by the most current Hurricane Storm Tide Atlas for Lee County prepared by the Florida Department of Emergency Management.

The Bonita Plan defines *public facilities* as transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, educational systems or facilities, parks and recreation systems or facilities and public health systems or facilities.

The Applicant has requested 47 bonus density units. The application has satisfied the intensity

and density criterion. Open space, buffering and landscaping are not deviated because of the requested density, and storm shelters are not required since the property is located outside of the Category 1 Storm Surge Area. However, as previously discussed in the “Traffic” portion, insufficient information was provided at the time this report was prepared to determine the effect on the public facilities.

Therefore, Staff is recommending denial of the bonus density units at this time. Should additional information be provided to allow for Staff analysis of the proposed effects on existing and committed public facilities, Staff may support with the bonus density request.

Transportation Element

The Applicant provided a TIS, which was reviewed by the City’s transportation engineer and analyzed earlier in this Report. Additionally, Objective 1.2 of the Transportation Element provides for the City’s Complete Streets Policy, which is designed to provide for multi-modal transportation opportunities. The project will be providing multi-modal transportation opportunities, including sidewalks on both sides of Miller Road and on the portion of Orr Road used for resident access.

The proposed RPD/CPD will result in less traffic when compared to the CPD that is currently approved for the site. There is sufficient reserve capacity on Bonita Beach Road to accommodate the trips associated with the proposed RPD/CPD. Therefore, Bonita Beach Road is expected to operate at an acceptable level of service with this proposed project with the exception of the excessive queueing that is likely in the eastbound left-turn lane at Trade Way One.

To further the intent of Complete Streets, Staff is proposing Condition 7.d. to further demonstrate consistency with the transportation policies of the City.

Conservation and Coastal Management Element

The proposed CPD/RPD will provide 40% open space for the residential component and 20% open space for the commercial tract, and will be consistent with Policy 7.2.2.

Planned Development Analysis, Formal Findings LDC 4-131 and LDC 4-299

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation; and	Mostly; The Applicant has not provided the necessary information to assess bonus density at this time.
The request meets or exceeds performance and location standards set forth for the proposed uses; and	Partly; The Applicant requested several deviations from performance and location standards. Staff Analysis and recommendations are provided in the Staff Report.

Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan; and	Mostly; The maximum density with bonus is 15 dwelling units/acre. The request is for around 12 dwelling units/acre, which is below the allotted maximum based on the applicable future land use categories. The Applicant has not provided the necessary information to assess bonus density units at this time.
The request is compatible with existing or planned uses in the surrounding area; and	Yes; The proposal is for residential and commercial development. The proposed residential development is located closest to the nearby residential uses. The proposed commercial development is located where commercial is intended and is located near and across from other commercial uses.
Approval of the 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 development; and	Mostly; It is Staff's opinion that this project carries a less intense trip generation than the currently approved CPD for multiple fast-food restaurants. The conditions will provide the necessary improvements.
Will the request adversely affect environmentally critical areas and natural resources; and	No; the site has previously been disturbed.
Public facilities are, or will be, available and adequate to serve the proposed land use; and	Yes, as conditioned.
The proposed use or mix of uses is appropriate at the subject location; and	Yes
The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest; and	Yes
The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development; and	Yes
Deviations enhance the achievement of the objectives of the planned development and preserve and promote the general intent of this	Mostly; Staff analysis and recommendations of the deviations are found in the Staff report. In summary, there were six (6) deviations requested; Staff is recommending denial of one

chapter to protect the public health, safety and welfare	(1). Staff is recommending partial denial of one (1). Staff is recommending approval of four (4).
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MEMORANDUM

TO: Mr. Wayne Arnold
Q. Grady Minor & Associates

FROM: Ted Treesh, PTP
President

Yury Bykau, P.E.
Transportation Consultant

DATE: June 13, 2022

RE: Bonita 75 CPDA
Bonita Beach Road & Trade Way One – Left Turn Lane Analysis
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has conducted a traffic analysis for the existing eastbound left turn lane at Bonita Beach Road and Trade Way One intersection located in the City of Bonita Springs, Florida. The traffic analysis as part of this Memorandum will discuss the impacts to the eastbound turn lane length at Trade Way One intersection as a result of the potential closing of the existing full median opening at the Bonita Beach Road and Hunters Ridge Boulevard intersection.

Attached **Figure 1A** illustrates the existing left turn and U-turn traffic at the Bonita Beach Road and Trade Way One intersection based on traffic counts conducted at this location on June 2, 2022.

Attached **Figure 2A** illustrates the reassignment of the Bonita 75 project related trips with the Hunters Ridge Boulevard median opening closed scenario. This figure was obtained from the traffic study prepared for the Bonita 75 CPDA project, dated December 2, 2021.

Attached **Figure 3A** illustrates the reassignment of the existing northbound to westbound left turning traffic on Hunters Ridge Boulevard at Bonita Beach Road to the Trade Way One intersection. For this analysis it was estimated that approximately 50% of the existing peak hour northbound left turning traffic (16 AM Pk Hr Vehicles & 23 PM Pk Hr Vehicles) on Hunters Ridge Boulevard northbound approach is anticipated to turn right onto Bonita Beach Road and subsequently make a U-turn at the Bonita Beach Road and Trade Way One intersection. The remaining trips would find alternative routes to travel back west such as utilizing internal roadways to make a direct left or utilize Bonita

Grande Drive to enter Bonita Beach Road. Traffic counts that were conducted at the Bonita Beach Road and Hunters Ridge Boulevard intersection are attached to this Memorandum for reference.

Attached **Figure 4A** (Figure 1A + Figure 2A + Figure 3A) illustrates cumulative left turning traffic anticipated at the Bonita Beach Road and Trade Way One intersection based on the existing full median opening on Hunters Ridge Boulevard closed scenario.

The existing eastbound left turn lane at the Bonita Beach Road and Trade Way One intersection is approximately 305 feet in total length. The projected peak hour left turn volume based on Figure 4A is 159 left/U-turn vehicles in the weekday PM peak hour conditions. Based on the turn lane storage computation utilizing the two-minute arriving formula, it was determined that approximately 150 feet of storage distance should be provided. This turn lane should also provide a taper/decel distance of 240 feet pursuant to *Exhibit 212-1* of the FDOT Design Manual and 50 mph design speed (posted speed limit + 5 mph) for a total turn lane length of 390 feet. Therefore, the existing eastbound left turn lane at this location is insufficient in length and would be required to be lengthened by additional 85 feet in order to accommodate traffic as a result of the potential closing of the existing full median opening at Bonita Beach Road and Hunters Ridge Boulevard intersection. The storage length calculation utilizing the two-minute arrival formula is shown below for reference.

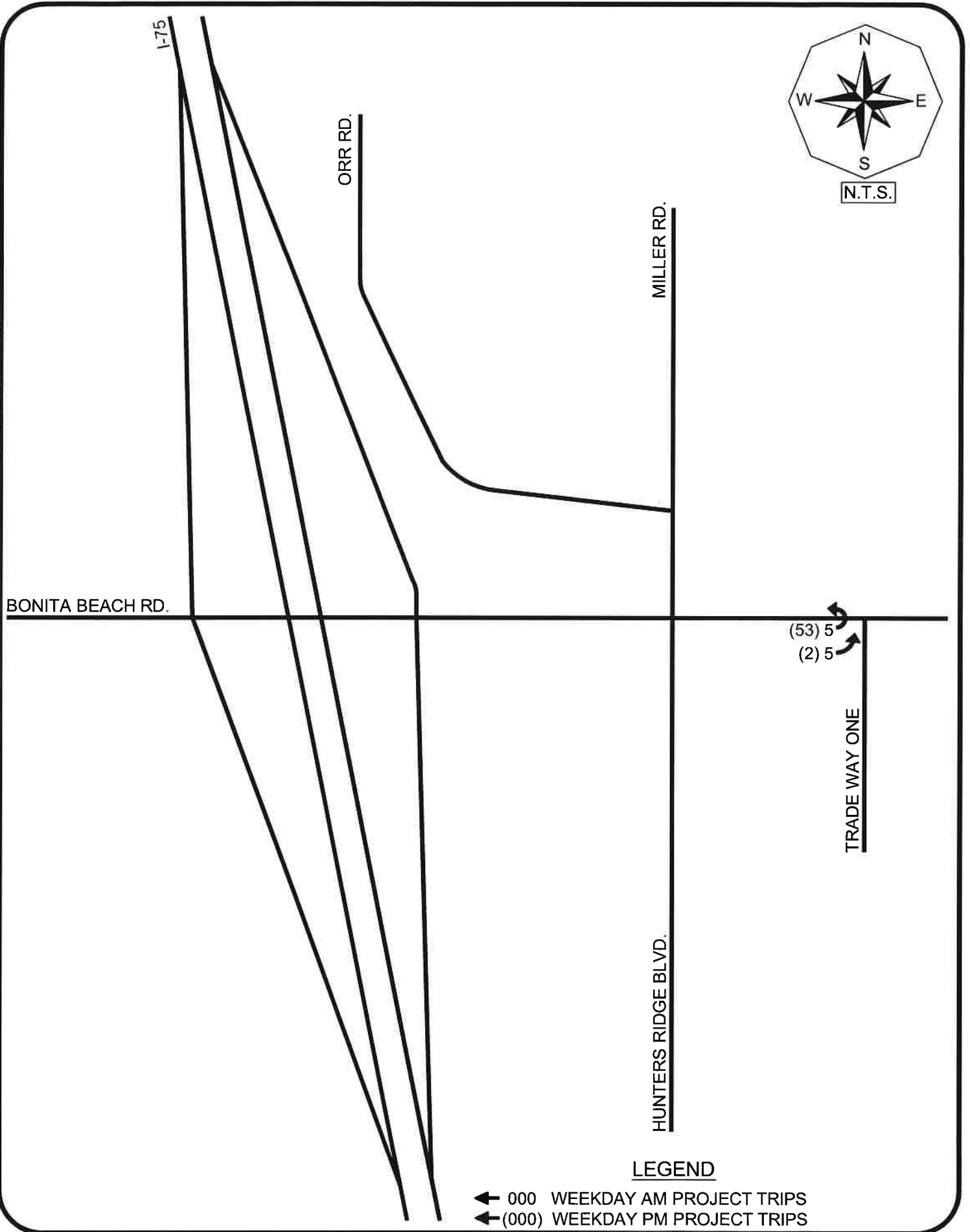
$$\begin{aligned}\text{Storage} &= (1\text{hour}/60\text{ minutes})*(2\text{ minutes})*(159\text{ veh})*25\text{ ft/veh} \\ &= 132.5\text{ ft of storage} \\ &\approx \mathbf{150\text{ ft of storage}}\end{aligned}$$

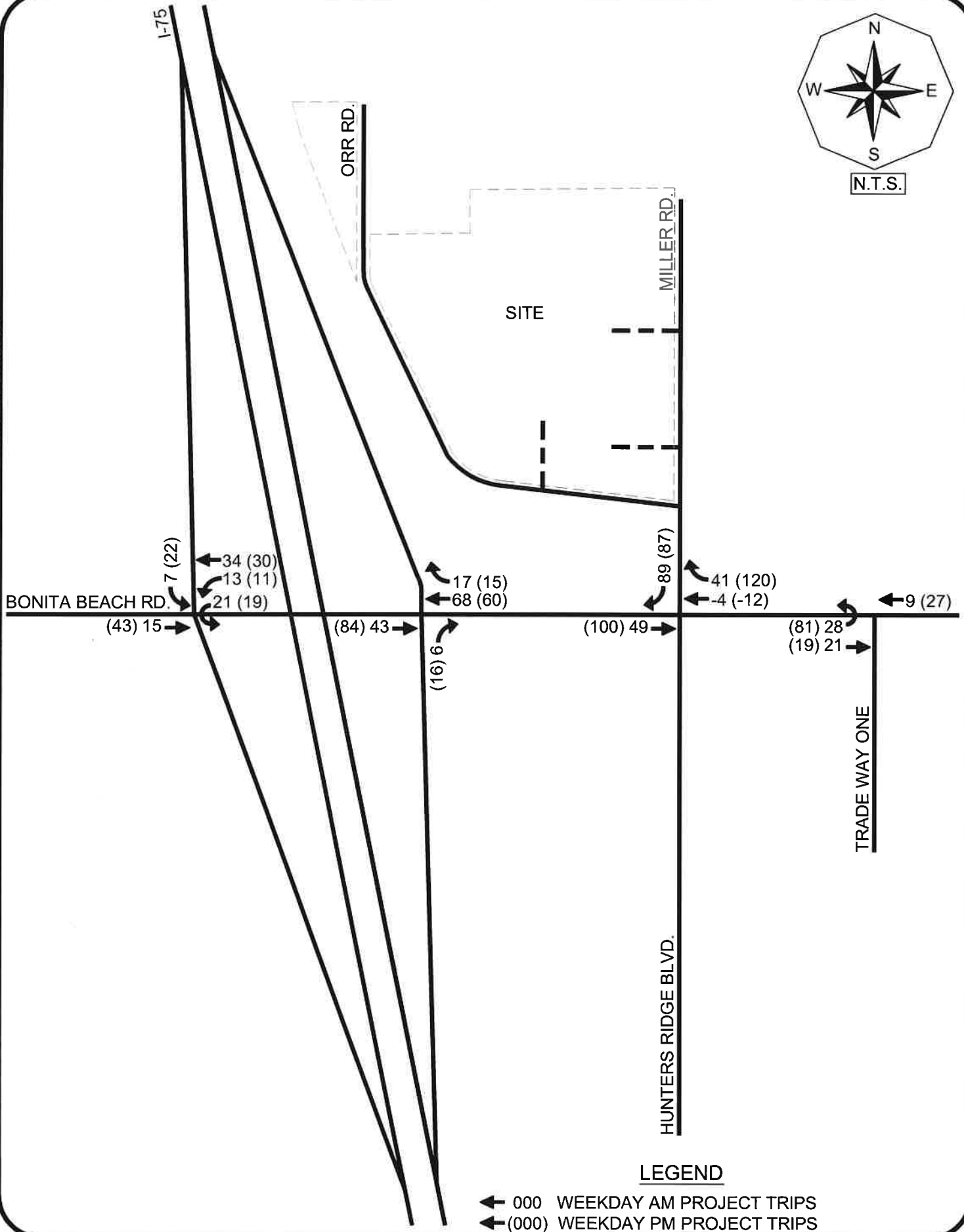
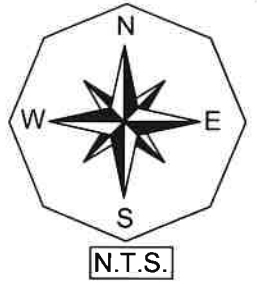
The Bonita 75 applicant should only be responsible for a proportionate share payment of this improvement as it is related to the closure of the median opening on the off-site roadway.

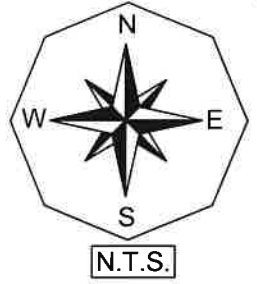
If you have any additional questions, please do not hesitate to contact us.

Attachments

FIGURES 1A – 4A







BONITA BEACH RD.

ORR RD.

MILLER RD.

(23) 16

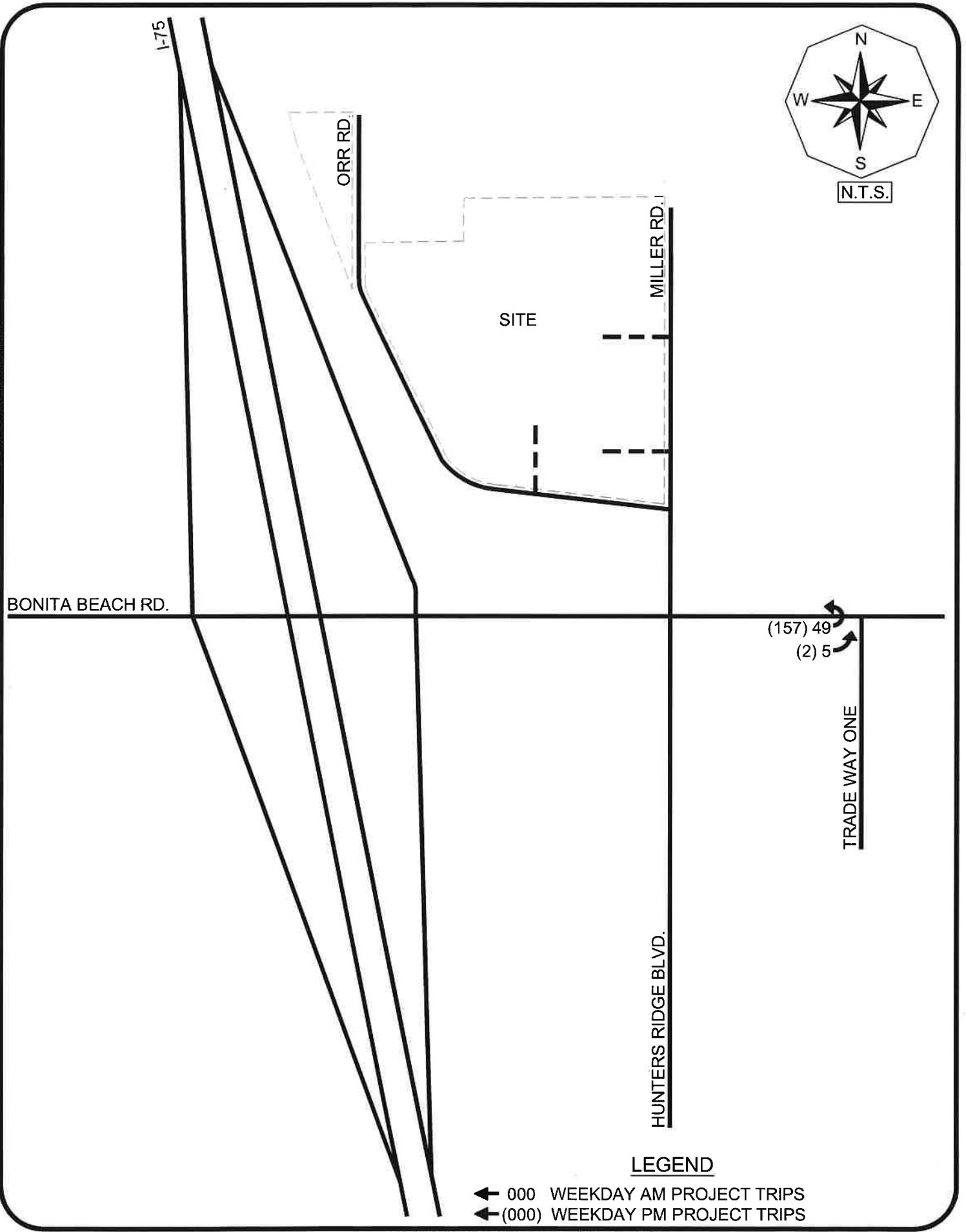
TRADE WAY ONE

(23) 16

HUNTERS RIDGE BLVD.

LEGEND

- ← 000 WEEKDAY AM PROJECT TRIPS
- ← (000) WEEKDAY PM PROJECT TRIPS



TRAFFIC COUNTS
BONITA BEACH ROAD
@ TRADE WAY ONE

Bonita Beach Rd @ Trade Way One 6-2-22 AM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 AM

Location:

Cars and Peds

Site Code:

Study Date: 06/02/2022

Time	Shared Access Southbound						Bonita Beach Rd Westbound						Trade Way One Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
07:00		0	0	0	0	0		0	132	3	0	135		4	0	5	0	9		12	108	3	0	123	267
07:15		0	0	0	0	0		0	138	9	0	147		5	0	1	0	6		15	115	3	0	133	286
07:30		1	0	0	0	1		1	204	4	0	209		3	0	9	0	12		16	150	5	2	173	395
07:45		0	0	0	0	0		0	159	3	0	162		7	0	7	0	14		11	166	0	2	179	355
Total	0	1	0	0	0	1	0	1	633	19	0	653	0	19	0	22	0	41	0	54	539	11	4	608	1303
08:00		1	0	0	0	1		0	201	1	0	202		6	0	7	0	13		12	162	1	2	177	393
08:15		0	0	0	0	0		1	175	2	0	178		2	0	7	0	9		5	163	0	1	169	356
08:30		0	0	0	0	0		0	217	3	0	220		0	0	7	0	7		17	178	3	1	199	426
08:45		0	0	0	0	0		0	179	4	0	183		7	0	9	0	16		20	161	1	1	183	382
Total	0	1	0	0	0	1	0	1	772	10	0	783	0	15	0	30	0	45	0	54	664	5	5	728	1557
Grand Total	0	2	0	0	0	2	0	2	1405	29	0	1436	0	34	0	52	0	86	0	108	1203	16	9	1336	2860
Appr %		100	0	0	0			0.1	97.8	2	0			39.5	0	60.5	0			8.1	90	1.2	0.7		
Total %		0.1	0	0	0			0.1	49.1	1	0			1.2	0	1.8	0			3.8	42.1	0.6	0.3		
AM Pk Hr		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00	08:00
AM Pk Vol		1	0	0	0	1		1	772	10	0	783		15	0	30	0	45		54	664	5	5	728	1557
AM PHF		0.250	NaN	NaN	NaN	0.250		0.250	0.889	0.625	NaN	0.890		0.536	NaN	0.833	NaN	0.703		0.675	0.933	0.417	0.625	0.915	0.914

Bonita Beach Rd @ Trade Way One 6-2-22 AM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 AM

Location:

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd			
54	664	5	5
Right	Thru	Left	U-Turn
			

Shared Access			
1	0	0	0
Right	Thru	Left	U-Turn
			

AM Peak Hour Statistics
 AM Peak Hour Begins: 08:00
 AM Peak Hour Volume: 1557
 AM Peak Hour Factor: 0.914

			
U-Turn	Left	Thru	Right
0	30	0	15
Trade Way One			

Bonita Beach Rd			
1	772	10	0
Right	Thru	Left	U-Turn
			

Bonita Beach Rd @ Trade Way One 6-2-22 PM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 PM

Site Code:

Location:

Cars and Peds

Study Date: 06/02/2022

Time	Shared Access Southbound						Bonita Beach Rd Westbound						Trade Way One Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
16:00		2	0	0	0	2		0	154	3	0	157		2	0	16	0	18		5	170	0	11	186	363
16:15		4	0	1	0	5		0	149	2	0	151		5	0	4	0	9		10	174	2	15	201	366
16:30		0	0	0	0	0		0	132	1	0	133		8	0	20	0	28		10	171	0	19	200	361
16:45		0	0	0	0	0		0	127	2	1	130		6	0	16	0	22		10	148	0	8	166	318
Total	0	6	0	1	0	7	0	0	562	8	1	571	0	21	0	56	0	77	0	35	663	2	53	753	1408
17:00		5	0	1	0	6		0	146	2	1	149		5	0	19	0	24		7	157	4	1	169	348
17:15		2	0	1	0	3		0	168	3	0	171		7	0	6	0	13		3	171	0	3	177	364
17:30		0	0	0	0	0		0	141	3	0	144		5	0	3	0	8		8	158	0	1	167	319
17:45		1	0	0	0	1		0	130	1	0	131		1	0	5	0	6		10	167	0	0	177	315
Total	0	8	0	2	0	10	0	0	585	9	1	595	0	18	0	33	0	51	0	28	653	4	5	690	1346
Grand Total	0	14	0	3	0	17	0	0	1147	17	2	1166	0	39	0	89	0	128	0	63	1316	6	58	1443	2754
Appr %		82.4	0	17.6	0			0	98.4	1.5	0.2			30.5	0	69.5	0			4.4	91.2	0.4	4		
Total %		0.5	0	0.1	0			0	41.6	0.6	0.1			1.4	0	3.2	0			2.3	47.8	0.2	2.1		
PM Pk Hr		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00	16:00
PM Pk Vol		6	0	1	0	7		0	562	8	1	571		21	0	56	0	77		35	663	2	53	753	1408
PM PHF		0.375	NaN	0.250	NaN	0.350		NaN	0.912	0.667	0.250	0.909		0.656	NaN	0.700	NaN	0.688		0.875	0.953	0.250	0.697	0.937	0.962

Bonita Beach Rd @ Trade Way One 6-2-22 PM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 PM

Location:

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd	53	U-Turn	
	2	Left	
	663	Thru	
	35	Right	

Shared Access			
6	0	1	0
Right	Thru	Left	U-Turn
			

PM Peak Hour Statistics
PM Peak Hour Begins: 16:00
PM Peak Hour Volume: 1408
PM Peak Hour Factor: 0.962

			
U-Turn	Left	Thru	Right
0	56	0	21
Trade Way One			

Bonita Beach Rd	0	Right	
	562	Thru	
	8	Left	
	1	U-Turn	

TRAFFIC COUNTS
BONITA BEACH ROAD
@ HUNTERS RIDGE BOULEVARD

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 AM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Site Code:

Location: ***

Cars and Peds

Study Date: 06/02/2022

Time	Orr Rd Southbound						Bonita Beach Rd Westbound						Hunters Ridge Blvd Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
07:00		0	0	0	0	0		0	136	1	0	137		0	0	7	0	7		13	123	0	0	136	280
07:15		0	0	0	0	0		0	139	0	0	139		1	0	4	0	5		23	132	0	0	155	299
07:30		1	0	0	0	1		0	214	1	0	215		3	0	14	0	17		16	170	0	0	186	419
07:45		0	0	0	0	0		0	166	2	0	168		2	0	15	0	17		20	177	0	0	197	382
Total	0	1	0	0	0	1	0	0	655	4	0	659	0	6	0	40	0	46	0	72	602	0	0	674	1380
08:00		0	0	0	0	0		0	210	0	0	210		2	0	7	0	9		12	175	0	0	187	406
08:15		0	0	0	0	0		0	182	1	0	183		0	0	8	0	8		13	169	0	0	182	373
08:30		0	0	0	0	0		0	224	1	0	225		0	1	11	0	12		14	199	0	0	213	450
08:45		0	0	0	0	0		0	187	2	0	189		2	0	6	0	8		8	181	0	0	189	386
Total	0	0	0	0	0	0	0	0	803	4	0	807	0	4	1	32	0	37	0	47	724	0	0	771	1615
Grand Total	0	1	0	0	0	1	0	0	1458	8	0	1466	0	10	1	72	0	83	0	119	1326	0	0	1445	2995
Appr %		100	0	0	0			0	99.5	0.5	0			12	1.2	86.7	0			8.2	91.8	0	0		
Total %		0	0	0	0			0	48.7	0.3	0			0.3	0	2.4	0			4	44.3	0	0		
AM Pk Hr		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00	08:00
AM Pk Vol		0	0	0	0	0		0	803	4	0	807		4	1	32	0	37		47	724	0	0	771	1615
AM PHF		NaN	NaN	NaN	NaN	NaN		NaN	0.896	0.500	NaN	0.897		0.500	0.250	0.727	NaN	0.771		0.839	0.910	NaN	NaN	0.905	0.897

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 AM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location:

Site Code:

Study Date: 06/02/2022

All Vehicles

Bonita Beach Rd			
47	724	0	0
Right	Thru	Left	U-Turn
			

Orr Rd			
0	0	0	0
Right	Thru	Left	U-Turn
			

AM Peak Hour Statistics
AM Peak Hour Begins: 08:00
AM Peak Hour Volume: 1615
AM Peak Hour Factor: 0.897

			
U-Turn	Left	Thru	Right
0	32	1	4
Hunters Ridge Blvd			

Bonita Beach Rd			
0	803	4	0
Right	Thru	Left	U-Turn
			

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 PM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location:

Cars and Peds

Site Code:

Study Date: 06/02/2022

Time	Orr Rd Southbound						Bonita Beach Rd Westbound						Hunters Ridge Blvd Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
16:00		2	0	0	0	2		0	181	0	0	181		3	0	8	0	11		14	183	2	4	203	397
16:15		0	0	0	0	0		0	167	0	1	168		4	0	12	0	16		19	196	0	1	216	400
16:30		0	0	0	0	0		0	170	1	0	171		4	0	12	0	16		8	196	1	3	208	395
16:45		2	0	0	0	2		0	149	2	0	151		3	0	14	0	17		16	163	1	1	181	351
Total	0	4	0	0	0	4	0	0	667	3	1	671	0	14	0	46	0	60	0	57	738	4	9	808	1543
17:00		0	0	1	0	1		0	168	3	0	171		4	0	25	0	29		10	165	0	1	176	377
17:15		0	0	0	0	0		1	175	2	1	179		4	0	11	0	15		17	172	0	0	189	383
17:30		1	0	0	0	1		0	144	0	1	145		0	0	9	0	9		13	166	0	1	180	335
17:45		0	0	0	0	0		0	133	3	0	136		1	0	10	0	11		15	176	0	0	191	338
Total	0	1	0	1	0	2	0	1	620	8	2	631	0	9	0	55	0	64	0	55	679	0	2	736	1433
Grand Total	0	5	0	1	0	6	0	1	1287	11	3	1302	0	23	0	101	0	124	0	112	1417	4	11	1544	2976
Appr %		83.3	0	16.7	0			0.1	98.8	0.8	0.2			18.5	0	81.5	0			7.3	91.8	0.3	0.7		
Total %		0.2	0	0	0			0	43.2	0.4	0.1			0.8	0	3.4	0			3.8	47.6	0.1	0.4		
PM Pk Hr		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00	16:00
PM Pk Vol		4	0	0	0	4		0	667	3	1	671		14	0	46	0	60		57	738	4	9	808	1543
PM PHF		0.500	NaN	NaN	NaN	0.500		NaN	0.921	0.375	0.250	0.927		0.875	NaN	0.821	NaN	0.882		0.750	0.941	0.500	0.563	0.935	0.964

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 PM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location:

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd				
57	738	4	9	
Right	Thru	Left	U-Turn	
				

Orr Rd			
4	0	0	0
Right	Thru	Left	U-Turn
			

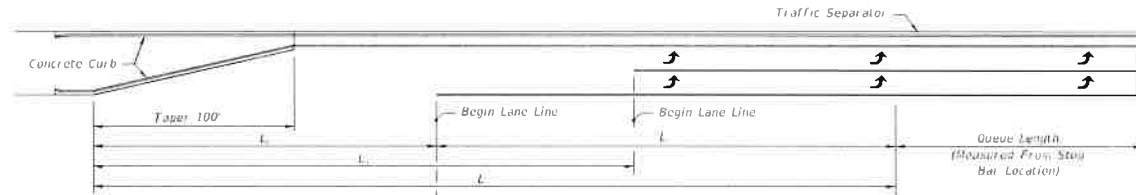
PM Peak Hour Statistics
PM Peak Hour Begins: 16:00
PM Peak Hour Volume: 1543
PM Peak Hour Factor: 0.964

			
U-Turn	Left	Thru	Right
0	46	0	14
Hunters Ridge Blvd			

Bonita Beach Rd				
0	667	3	1	
Right	Thru	Left	U-Turn	
				

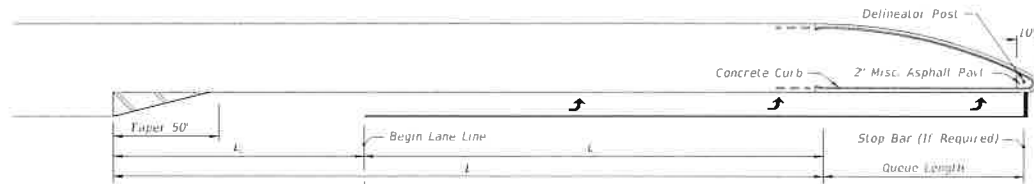
EXHIBIT 212-1
FDOT DESIGN MANUAL

MEDIAN TURN LANES MINIMUM DECELERATION LENGTHS



Brakes Applied After Turning
Vehicle Clears Through Lane;
Entry Speed:
10 mph Below Design Speed
For Urban Condition
Average Running Speed For
Rural Condition

DOUBLE LEFT TURN



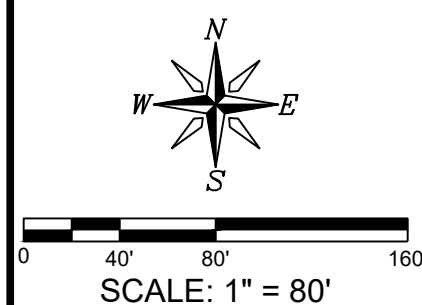
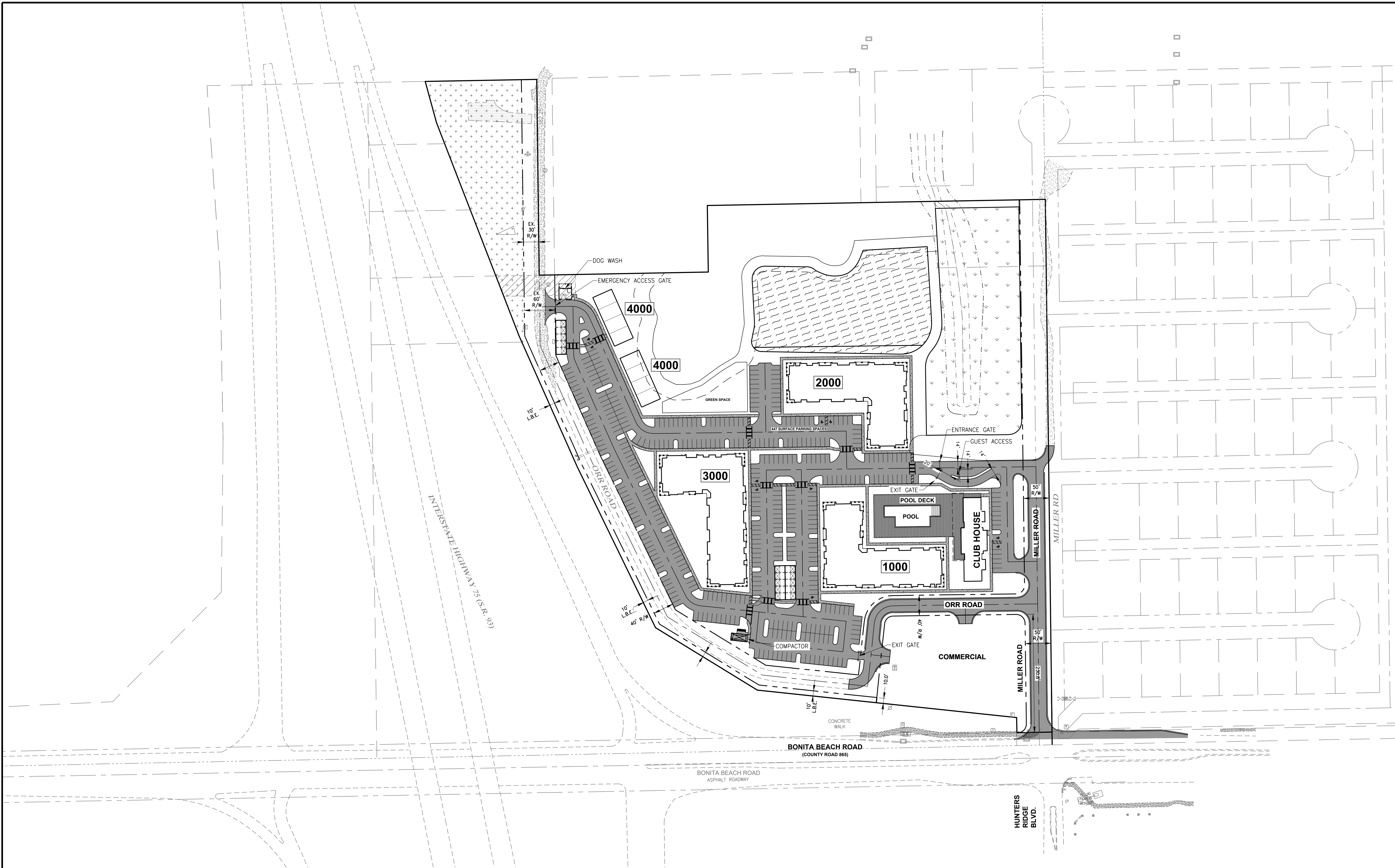
Brakes Applied After Turning
Vehicle Clears Through Lane;
Entry Speed:
10 mph Below Design Speed
For Urban Condition
Average Running Speed For
Rural Condition

SINGLE LEFT TURN

MEDIAN TURN LANES								
Design Speed (mph)	Entry Speed (mph)	Clearance Distance L (ft.)	URBAN CONDITIONS			RURAL CONDITIONS		
			Brake To Stop Distance L _s (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L _c (ft.)	Brake To Stop Distance L _s (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L _c (ft.)
35	25	70	75	145	110	—	—	—
40	30	80	75	155	120	—	—	—
45	35	85	100	185	135	—	—	—
50	40/44	105	135	240	160	185	290	160
55	48	125	—	—	—	225	350	195
60	52	145	—	—	—	260	405	230
65	55	170	—	—	—	290	460	270

NOT TO SCALE

EXHIBIT 212-1
01/01/2018



BONITA 75
CONCEPT PLAN

MEMORANDUM

TO: Mr. Wayne Arnold
Q. Grady Minor & Associates

FROM: Ted Treesh, PTP
President

Yury Bykau, P.E.
Transportation Consultant

DATE: Revised: July 7, 2022

RE: Bonita 75 CPDA
Bonita Beach Road & Trade Way One – Left Turn Lane Analysis
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has conducted a traffic analysis for the existing eastbound left turn lane at Bonita Beach Road and Trade Way One intersection located in the City of Bonita Springs, Florida. The traffic analysis as part of this Memorandum will discuss the impacts to the eastbound turn lane length at Trade Way One intersection as a result of the closing of the existing full median opening at the Bonita Beach Road and Hunters Ridge Boulevard intersection.

Attached **Figure 1A** illustrates the existing peak season peak hour traffic volumes at the Bonita Beach Road and Trade Way One intersection. This figure was created based on the traffic counts conducted at this location on June 2, 2022. The raw traffic counts were adjusted to peak season conditions based on the peak season factor obtained from **Florida Traffic Online** webpage for the Bonita Springs area. See attached *Development of Future Year Background Turning Volumes* spreadsheet.

Attached **Figure 2A** illustrates the reassignment of the Bonita 75 project related trips with the Hunters Ridge Boulevard median opening closed scenario. This figure was obtained from the traffic study prepared for the Bonita 75 CPDA project, dated December 2, 2021.

Attached **Figure 3A** illustrates the reassignment of the existing northbound left/through and eastbound left turning traffic at Hunters Ridge Boulevard and Bonita Beach Road to the Trade Way One with Bonita Beach Road intersection. This figure was created based on the traffic counts conducted at Hunters Ridge Boulevard and Bonita Beach Road intersection on June 2, 2022. The raw traffic counts were adjusted to peak season

conditions based on the peak season factor obtained from *Florida Traffic Online* webpage for the Bonita Springs area. See attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Hunters Ridge Boulevard intersection. For this analysis it was estimated that approximately 50% of the existing peak season peak hour northbound left/through turning traffic (18 AM Pk Hr Vehicles & 24 PM Pk Hr Vehicles) on Hunters Ridge Boulevard northbound approach is anticipated to turn right onto Bonita Beach Road and subsequently make a U-turn at the Bonita Beach Road and Trade Way One intersection. The remaining trips would find alternative routes to travel back west such as utilizing internal roadways to make a direct left or utilize Bonita Grande Drive to enter Bonita Beach Road. Traffic counts that were conducted at the Bonita Beach Road and Hunters Ridge Boulevard intersection are attached to this Memorandum for reference.

Attached **Figure 4A** illustrates the assignment of the vested trips at the Bonita Beach Road and Trade Way One intersection consistent with the attached latest *City of Bonita Springs Vested Trip Table*.

Attached **Figure 5A** (Figure 1A + Figure 2A + Figure 3A + Figure 4A) illustrates cumulative left turning traffic anticipated at the Bonita Beach Road and Trade Way One intersection based on the existing full median opening on Hunters Ridge Boulevard closed scenario. See attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection.

The existing eastbound left turn lane at the Bonita Beach Road and Trade Way One intersection is approximately 305 feet in total length. The projected peak hour left turn volume based on Figure 5A is 176 left/U-turn vehicles in the weekday PM peak hour conditions. Based on the turn lane storage computation utilizing the two-minute arrival formula, it was determined that approximately 150 feet of storage distance should be provided. This turn lane should also provide a taper/decel distance of 240 feet pursuant to **Exhibit 212-1** of the FDOT Design Manual and 50 mph design speed (posted speed limit + 5 mph) for a total turn lane length of 390 feet. Therefore, the existing eastbound left turn lane at this location is insufficient in length and would be required to be lengthened by an additional 85 feet in order to accommodate traffic as a result of the closing of the existing full median opening at Bonita Beach Road and Hunters Ridge Boulevard intersection. The storage length calculation utilizing the two-minute arrival formula is shown below for reference.

$$\begin{aligned}\text{Storage} &= (1\text{hour}/60\text{ minutes})*(2\text{ minutes})*(176\text{ veh})*25\text{ ft/veh} \\ &= 146.6\text{ ft of storage} \\ &\approx \mathbf{150\text{ ft of storage}}\end{aligned}$$

At the request of the City, a queuing analysis was also conducted at the Bonita Beach Road and Trade Way One intersection based on latest version of the program **Highway Capacity Software (HCS®)**. This analysis was completed consistent with the traffic volumes illustrated on Figure 5A and the attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection. The results of the analysis indicate a maximum eastbound left turn/U-

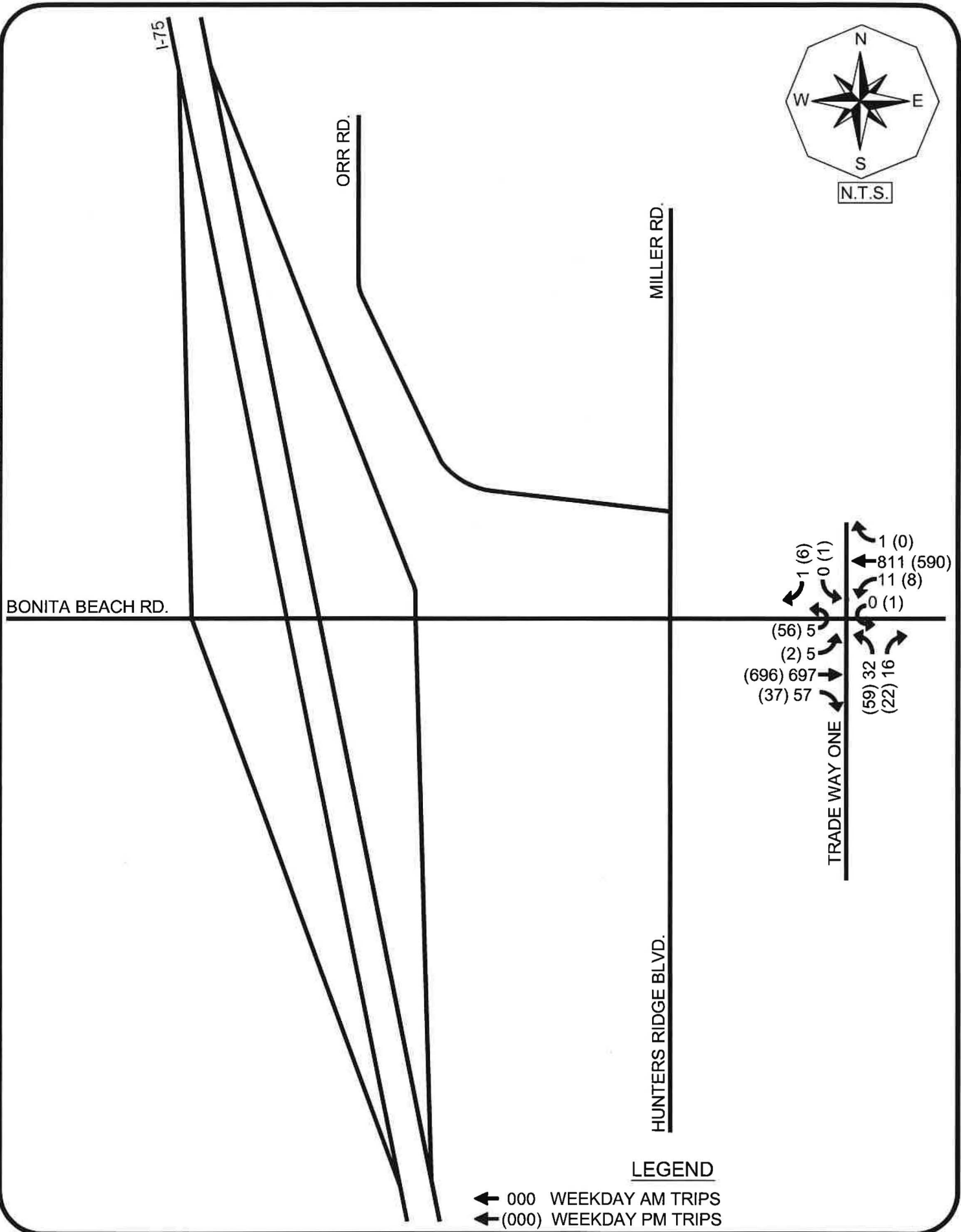
turn queue of 2.9 vehicles or approximately 75 feet, which is less than the storage distance that was calculated above using the two-minute arrival formula. No further analysis should be necessary.

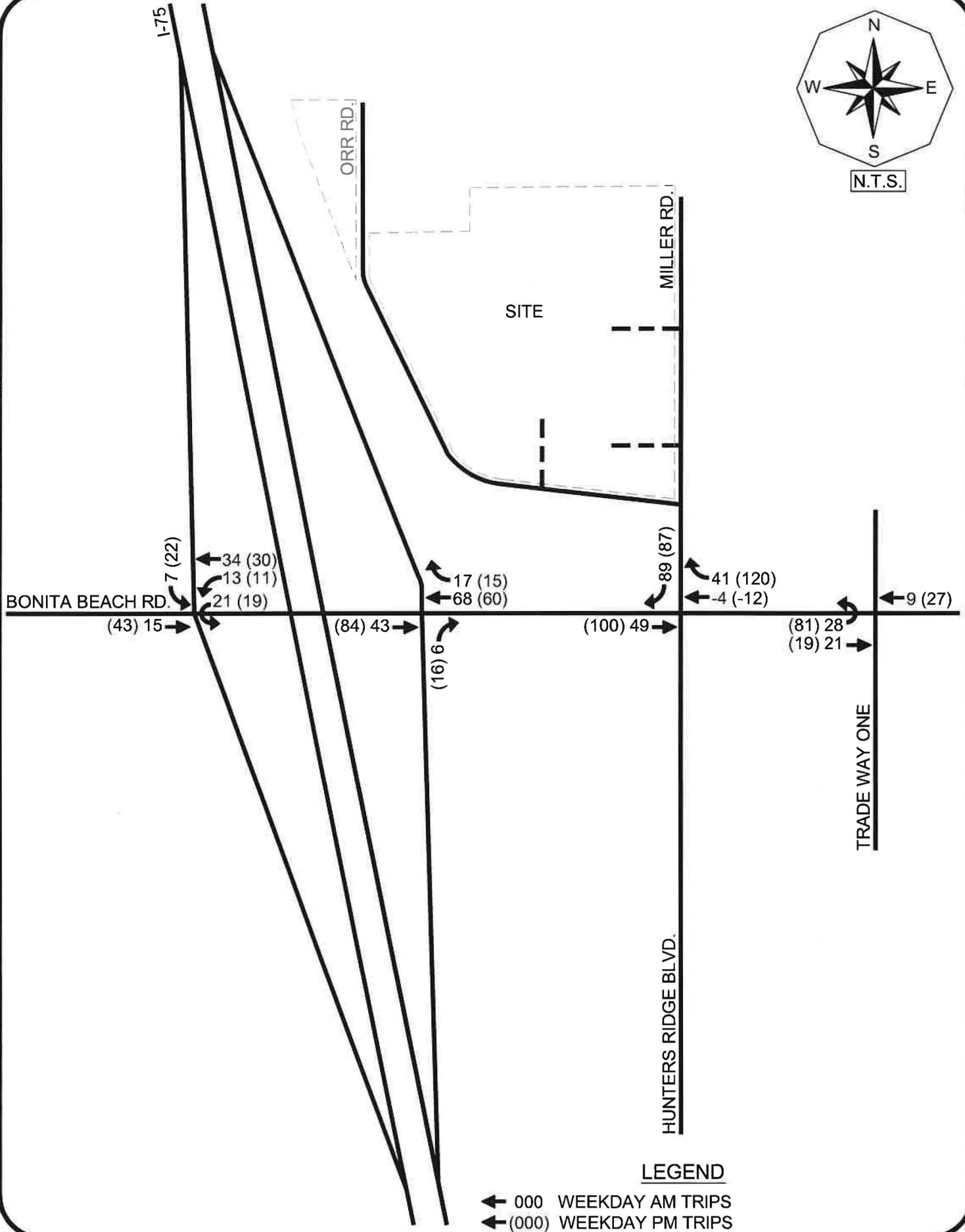
The Bonita 75 applicant should only be responsible for a proportionate share payment of this improvement as it is related to the closure of the median opening on the off-site roadway.

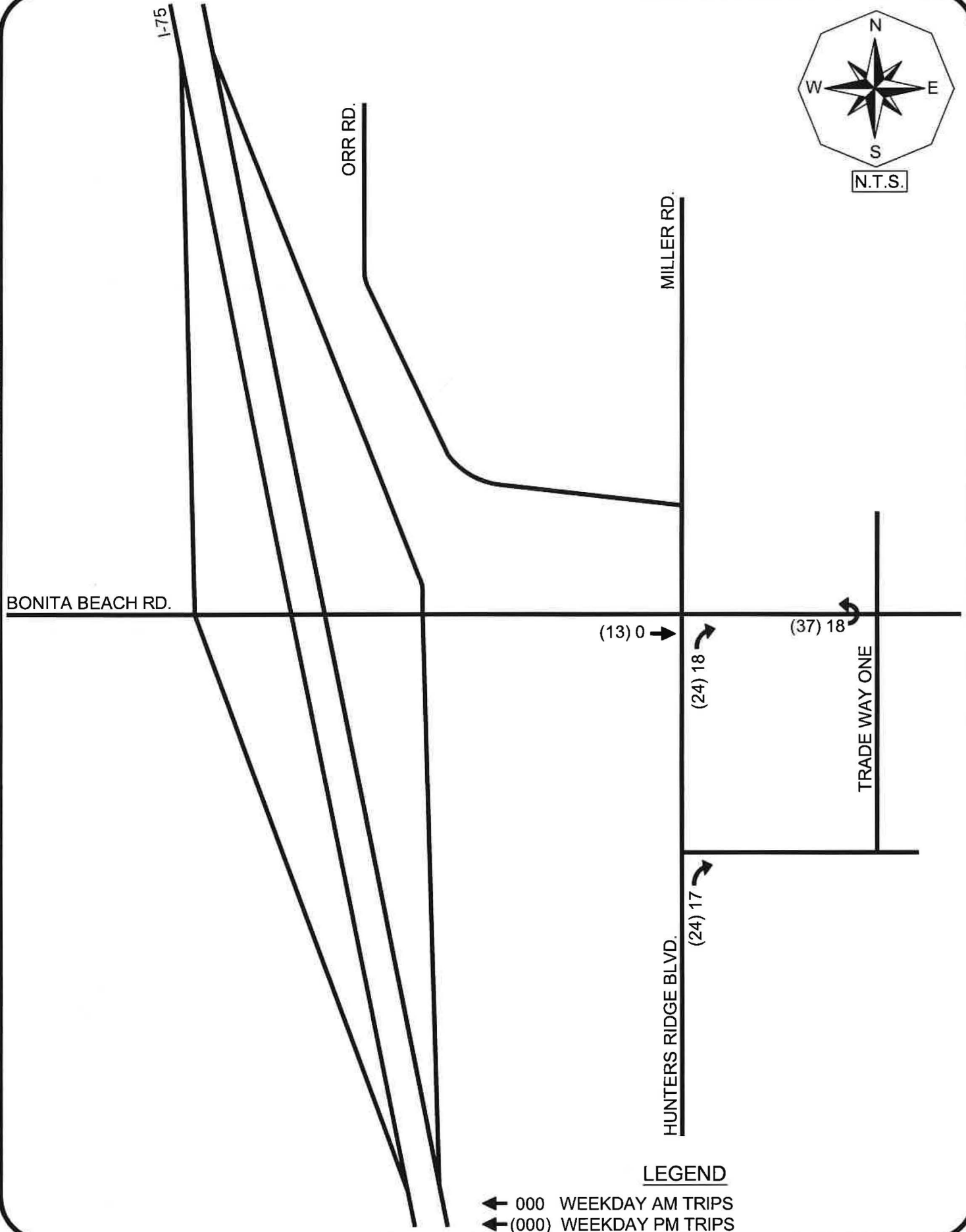
If you have any additional questions, please do not hesitate to contact us.

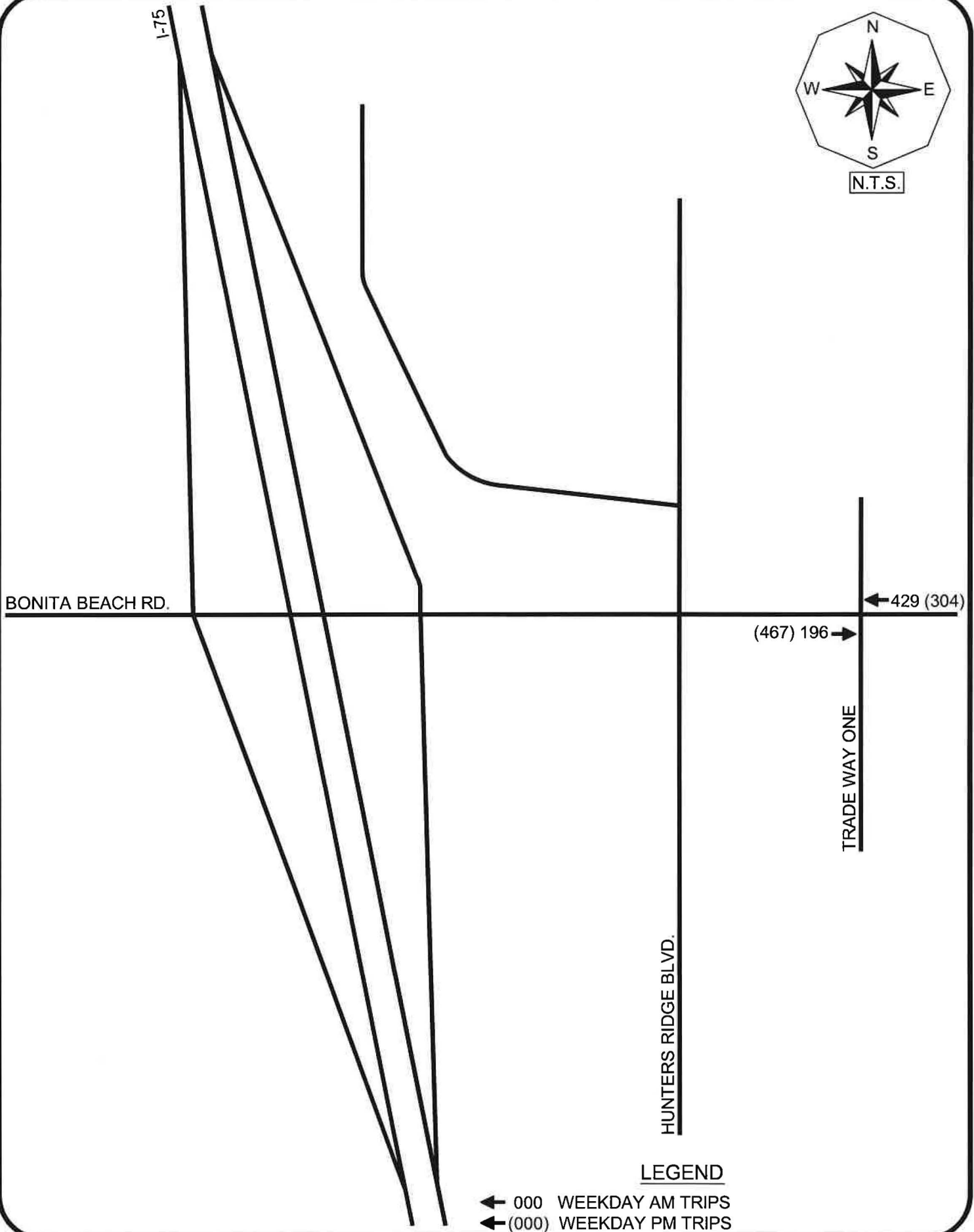
Attachments

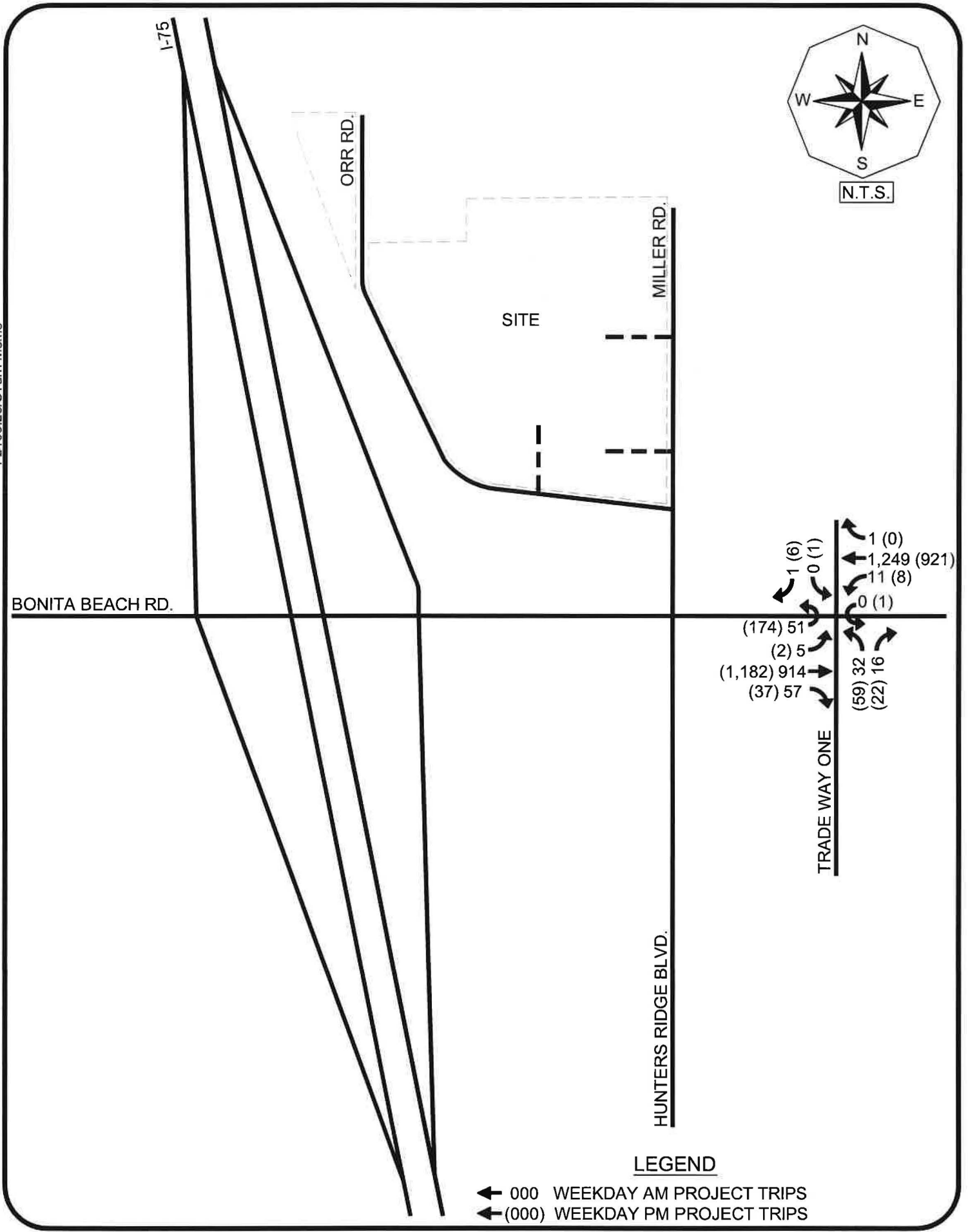
FIGURES 1A – 5A











TRAFFIC COUNTS
BONITA BEACH ROAD
@ TRADE WAY ONE

Bonita Beach Rd @ Trade Way One 6-2-22 AM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 AM

Site Code:

Location:

Cars and Peds

Study Date: 06/02/2022

Time	Shared Access Southbound						Bonita Beach Rd Westbound						Trade Way One Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
07:00		0	0	0	0	0		0	132	3	0	135		4	0	5	0	9		12	108	3	0	123	267
07:15		0	0	0	0	0		0	138	9	0	147		5	0	1	0	6		15	115	3	0	133	286
07:30		1	0	0	0	1		1	204	4	0	209		3	0	9	0	12		16	150	5	2	173	395
07:45		0	0	0	0	0		0	159	3	0	162		7	0	7	0	14		11	166	0	2	179	355
Total	0	1	0	0	0	1	0	1	633	19	0	653	0	19	0	22	0	41	0	54	539	11	4	608	1303
08:00		1	0	0	0	1		0	201	1	0	202		6	0	7	0	13		12	162	1	2	177	393
08:15		0	0	0	0	0		1	175	2	0	178		2	0	7	0	9		5	163	0	1	169	356
08:30		0	0	0	0	0		0	217	3	0	220		0	0	7	0	7		17	178	3	1	199	426
08:45		0	0	0	0	0		0	179	4	0	183		7	0	9	0	16		20	161	1	1	183	382
Total	0	1	0	0	0	1	0	1	772	10	0	783	0	15	0	30	0	45	0	54	664	5	5	728	1557
Grand Total	0	2	0	0	0	2	0	2	1405	29	0	1436	0	34	0	52	0	86	0	108	1203	16	9	1336	2860
Appr %		100	0	0	0			0.1	97.8	2	0			39.5	0	60.5	0			8.1	90	1.2	0.7		
Total %		0.1	0	0	0			0.1	49.1	1	0			1.2	0	1.8	0			3.8	42.1	0.6	0.3		
AM Pk Hr		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00	08:00
AM Pk Vol		1	0	0	0	1		1	772	10	0	783		15	0	30	0	45		54	664	5	5	728	1557
AM PHF		0.250	NaN	NaN	NaN	0.250		0.250	0.889	0.625	NaN	0.890		0.536	NaN	0.833	NaN	0.703		0.675	0.933	0.417	0.625	0.915	0.914

Bonita Beach Rd @ Trade Way One 6-2-22 AM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 AM

Location:

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd				
54	664	5	5	
Right	Thru	Left	U-Turn	
				

Shared Access			
1	0	0	0
Right	Thru	Left	U-Turn
			

AM Peak Hour Statistics
 AM Peak Hour Begins: 08:00
 AM Peak Hour Volume: 1557
 AM Peak Hour Factor: 0.914

			
U-Turn	Left	Thru	Right
0	30	0	15
Trade Way One			

Bonita Beach Rd				
1	772	10	0	
Right	Thru	Left	U-Turn	
				

Bonita Beach Rd @ Trade Way One 6-2-22 PM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 PM

Location:

Cars and Peds

Site Code:

Study Date: 06/02/2022

Time	Shared Access Southbound						Bonita Beach Rd Westbound						Trade Way One Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
16:00		2	0	0	0	2		0	154	3	0	157		2	0	16	0	18		5	170	0	11	186	363
16:15		4	0	1	0	5		0	149	2	0	151		5	0	4	0	9		10	174	2	15	201	366
16:30		0	0	0	0	0		0	132	1	0	133		8	0	20	0	28		10	171	0	19	200	361
16:45		0	0	0	0	0		0	127	2	1	130		6	0	16	0	22		10	148	0	8	166	318
Total	0	6	0	1	0	7	0	0	562	8	1	571	0	21	0	56	0	77	0	35	663	2	53	753	1408
17:00		5	0	1	0	6		0	146	2	1	149		5	0	19	0	24		7	157	4	1	169	348
17:15		2	0	1	0	3		0	168	3	0	171		7	0	6	0	13		3	171	0	3	177	364
17:30		0	0	0	0	0		0	141	3	0	144		5	0	3	0	8		8	158	0	1	167	319
17:45		1	0	0	0	1		0	130	1	0	131		1	0	5	0	6		10	167	0	0	177	315
Total	0	8	0	2	0	10	0	0	585	9	1	595	0	18	0	33	0	51	0	28	653	4	5	690	1346
Grand Total	0	14	0	3	0	17	0	0	1147	17	2	1166	0	39	0	89	0	128	0	63	1316	6	58	1443	2754
Appr %		82.4	0	17.6	0			0	98.4	1.5	0.2			30.5	0	69.5	0			4.4	91.2	0.4	4		
Total %		0.5	0	0.1	0			0	41.6	0.6	0.1			1.4	0	3.2	0			2.3	47.8	0.2	2.1		
PM Pk Hr		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00	16:00
PM Pk Vol		6	0	1	0	7		0	562	8	1	571		21	0	56	0	77		35	663	2	53	753	1408
PM PHF		0.375	NaN	0.250	NaN	0.350		NaN	0.912	0.667	0.250	0.909		0.656	NaN	0.700	NaN	0.688		0.875	0.953	0.250	0.697	0.937	0.962

Bonita Beach Rd @ Trade Way One 6-2-22 PM

File Name: Bonita Beach Rd @ Trade Way One 6-2-22 PM

Location:

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd			
35	663	2	53
Right	Thru	Left	U-Turn
			

Shared Access			
6	0	1	0
Right	Thru	Left	U-Turn
			

PM Peak Hour Statistics
PM Peak Hour Begins: 16:00
PM Peak Hour Volume: 1408
PM Peak Hour Factor: 0.962

			
U-Turn	Left	Thru	Right
0	56	0	21
Trade Way One			

Bonita Beach Rd			
0	562	8	1
Right	Thru	Left	U-Turn
			

TRAFFIC COUNTS
BONITA BEACH ROAD
@ HUNTERS RIDGE BOULEVARD

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 AM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location: ***

Site Code:

Study Date: 06/02/2022

Cars and Peds

Time	Orr Rd Southbound						Bonita Beach Rd Westbound						Hunters Ridge Blvd Northbound						Bonita Beach Rd Eastbound						Int Total
	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
07:00		0	0	0	0	0		0	136	1	0	137		0	0	7	0	7		13	123	0	0	136	280
07:15		0	0	0	0	0		0	139	0	0	139		1	0	4	0	5		23	132	0	0	155	299
07:30		1	0	0	0	1		0	214	1	0	215		3	0	14	0	17		16	170	0	0	186	419
07:45		0	0	0	0	0		0	166	2	0	168		2	0	15	0	17		20	177	0	0	197	382
Total	0	1	0	0	0	1	0	0	655	4	0	659	0	6	0	40	0	46	0	72	602	0	0	674	1380
08:00		0	0	0	0	0		0	210	0	0	210		2	0	7	0	9		12	175	0	0	187	406
08:15		0	0	0	0	0		0	182	1	0	183		0	0	8	0	8		13	169	0	0	182	373
08:30		0	0	0	0	0		0	224	1	0	225		0	1	11	0	12		14	199	0	0	213	450
08:45		0	0	0	0	0		0	187	2	0	189		2	0	6	0	8		8	181	0	0	189	386
Total	0	0	0	0	0	0	0	0	803	4	0	807	0	4	1	32	0	37	0	47	724	0	0	771	1615
Grand Total	0	1	0	0	0	1	0	0	1458	8	0	1466	0	10	1	72	0	83	0	119	1326	0	0	1445	2995
Appr %		100	0	0	0			0	99.5	0.5	0			12	1.2	86.7	0			8.2	91.8	0	0		
Total %		0	0	0	0			0	48.7	0.3	0			0.3	0	2.4	0			4	44.3	0	0		
AM Pk Hr		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00		08:00	08:00	08:00	08:00	08:00	08:00
AM Pk Vol		0	0	0	0	0		0	803	4	0	807		4	1	32	0	37		47	724	0	0	771	1615
AM PHF		NaN	NaN	NaN	NaN	NaN		NaN	0.896	0.500	NaN	0.897		0.500	0.250	0.727	NaN	0.771		0.839	0.910	NaN	NaN	0.905	0.897

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 AM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location: ***

All Vehicles

Site Code:

Study Date: 06/02/2022

Bonita Beach Rd				
47	724	0	0	
Right	Thru	Left	U-Turn	
				

Orr Rd			
0	0	0	0
Right	Thru	Left	U-Turn
			

AM Peak Hour Statistics
AM Peak Hour Begins: 08:00
AM Peak Hour Volume: 1615
AM Peak Hour Factor: 0.897

			
U-Turn	Left	Thru	Right
0	32	1	4
Hunters Ridge Blvd			

Bonita Beach Rd				
0	803	4	0	
Right	Thru	Left	U-Turn	
				

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 PM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Site Code:

Location:

Cars and Peds

Study Date: 06/02/2022

Orr Rd Southbound							Bonita Beach Rd Westbound						Hunters Ridge Blvd Northbound						Bonita Beach Rd Eastbound						Int Total
Time	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	Peds	Right	Thru	Left	U-Turn	Appr Total	
16:00		2	0	0	0	2		0	181	0	0	181		3	0	8	0	11		14	183	2	4	203	397
16:15		0	0	0	0	0		0	167	0	1	168		4	0	12	0	16		19	196	0	1	216	400
16:30		0	0	0	0	0		0	170	1	0	171		4	0	12	0	16		8	196	1	3	208	395
16:45		2	0	0	0	2		0	149	2	0	151		3	0	14	0	17		16	163	1	1	181	351
Total	0	4	0	0	0	4	0	0	667	3	1	671	0	14	0	46	0	60	0	57	738	4	9	808	1543
17:00		0	0	1	0	1		0	168	3	0	171		4	0	25	0	29		10	165	0	1	176	377
17:15		0	0	0	0	0		1	175	2	1	179		4	0	11	0	15		17	172	0	0	189	383
17:30		1	0	0	0	1		0	144	0	1	145		0	0	9	0	9		13	166	0	1	180	335
17:45		0	0	0	0	0		0	133	3	0	136		1	0	10	0	11		15	176	0	0	191	338
Total	0	1	0	1	0	2	0	1	620	8	2	631	0	9	0	55	0	64	0	55	679	0	2	736	1433
Grand Total	0	5	0	1	0	6	0	1	1287	11	3	1302	0	23	0	101	0	124	0	112	1417	4	11	1544	2976
Appr %		83.3	0	16.7	0			0.1	98.8	0.8	0.2			18.5	0	81.5	0			7.3	91.8	0.3	0.7		
Total %		0.2	0	0	0			0	43.2	0.4	0.1			0.8	0	3.4	0			3.8	47.6	0.1	0.4		
PM Pk Hr		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00		16:00	16:00	16:00	16:00	16:00	16:00
PM Pk Vol		4	0	0	0	4		0	667	3	1	671		14	0	46	0	60		57	738	4	9	808	1543
PM PHF		0.500	NaN	NaN	NaN	0.500		NaN	0.921	0.375	0.250	0.927		0.875	NaN	0.821	NaN	0.882		0.750	0.941	0.500	0.563	0.935	0.964

Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22 PM

File Name: Bonita Beach Rd @ Hunters Ridge Blvd 6-2-22

Location:

Site Code:

Study Date: 06/02/2022

All Vehicles

Bonita Beach Rd	57	738	4	9
	Right	Thru	Left	U-Turn
				

Orr Rd			
4	0	0	0
Right	Thru	Left	U-Turn
			

PM Peak Hour Statistics
 PM Peak Hour Begins: 16:00
 PM Peak Hour Volume: 1543
 PM Peak Hour Factor: 0.964

			
U-Turn	Left	Thru	Right
0	46	0	14
Hunters Ridge Blvd			

Bonita Beach Rd	0	667	3	1
	Right	Thru	Left	U-Turn
				

FDOT PEAK SEASON FACTOR

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: COUNTY
 CATEGORY: 1252 BONITA SPRINGS AREA

MOCF: 0.97
 PSCF

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	0.94	0.97
2	01/03/2021 - 01/09/2021	1.00	1.03
3	01/10/2021 - 01/16/2021	1.06	1.09
4	01/17/2021 - 01/23/2021	1.05	1.08
5	01/24/2021 - 01/30/2021	1.04	1.07
6	01/31/2021 - 02/06/2021	1.04	1.07
7	02/07/2021 - 02/13/2021	1.03	1.06
8	02/14/2021 - 02/20/2021	1.02	1.05
* 9	02/21/2021 - 02/27/2021	0.99	1.02
*10	02/28/2021 - 03/06/2021	0.96	0.99
*11	03/07/2021 - 03/13/2021	0.93	0.96
*12	03/14/2021 - 03/20/2021	0.90	0.93
*13	03/21/2021 - 03/27/2021	0.92	0.95
*14	03/28/2021 - 04/03/2021	0.94	0.97
*15	04/04/2021 - 04/10/2021	0.96	0.99
*16	04/11/2021 - 04/17/2021	0.98	1.01
*17	04/18/2021 - 04/24/2021	0.99	1.02
*18	04/25/2021 - 05/01/2021	0.99	1.02
*19	05/02/2021 - 05/08/2021	1.00	1.03
*20	05/09/2021 - 05/15/2021	1.00	1.03
*21	05/16/2021 - 05/22/2021	1.01	1.04
22	05/23/2021 - 05/29/2021	1.01	1.04
23	05/30/2021 - 06/05/2021	1.02	1.05
24	06/06/2021 - 06/12/2021	1.02	1.05
25	06/13/2021 - 06/19/2021	1.03	1.06
26	06/20/2021 - 06/26/2021	1.04	1.07
27	06/27/2021 - 07/03/2021	1.05	1.08
28	07/04/2021 - 07/10/2021	1.05	1.08
29	07/11/2021 - 07/17/2021	1.06	1.09
30	07/18/2021 - 07/24/2021	1.07	1.10
31	07/25/2021 - 07/31/2021	1.07	1.10
32	08/01/2021 - 08/07/2021	1.08	1.11
33	08/08/2021 - 08/14/2021	1.08	1.11
34	08/15/2021 - 08/21/2021	1.09	1.12
35	08/22/2021 - 08/28/2021	1.09	1.12
36	08/29/2021 - 09/04/2021	1.09	1.12
37	09/05/2021 - 09/11/2021	1.08	1.11
38	09/12/2021 - 09/18/2021	1.08	1.11
39	09/19/2021 - 09/25/2021	1.06	1.09
40	09/26/2021 - 10/02/2021	1.04	1.07
41	10/03/2021 - 10/09/2021	1.01	1.04
42	10/10/2021 - 10/16/2021	0.99	1.02
43	10/17/2021 - 10/23/2021	0.98	1.01
44	10/24/2021 - 10/30/2021	0.97	1.00
45	10/31/2021 - 11/06/2021	0.96	0.99
46	11/07/2021 - 11/13/2021	0.95	0.98
47	11/14/2021 - 11/20/2021	0.94	0.97
48	11/21/2021 - 11/27/2021	0.94	0.97
49	11/28/2021 - 12/04/2021	0.94	0.97
50	12/05/2021 - 12/11/2021	0.94	0.97
51	12/12/2021 - 12/18/2021	0.94	0.97
52	12/19/2021 - 12/25/2021	1.00	1.03
53	12/26/2021 - 12/31/2021	1.06	1.09

* PEAK SEASON

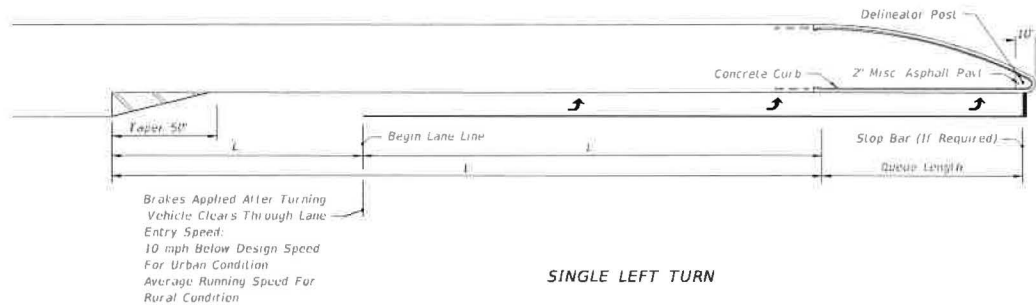
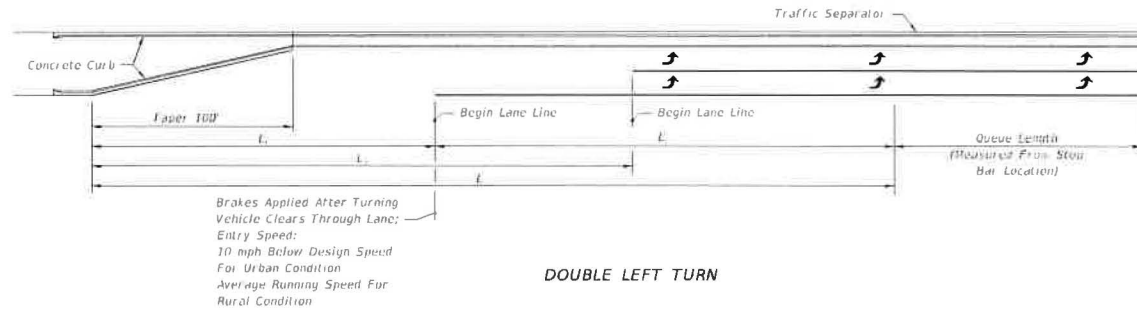
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830UPD

1_1252_PKSEASON.TXT

EXHIBIT 212-1
FDOT DESIGN MANUAL

MEDIAN TURN LANES **MINIMUM DECELERATION LENGTHS**



MEDIAN TURN LANES								
Design Speed (mph)	Entry Speed (mph)	Clearance Distance L ₁ (ft.)	URBAN CONDITIONS			RURAL CONDITIONS		
			Brake To Stop Distance L ₂ (ft.)	Total Decel. Distance L ₃ (ft.)	Clearance Distance L ₄ (ft.)	Brake To Stop Distance L ₂ (ft.)	Total Decel. Distance L ₃ (ft.)	Clearance Distance L ₄ (ft.)
35	25	70	75	145	110	—	—	—
40	30	80	75	155	120	—	—	—
45	35	85	100	185	135	—	—	—
50	40/44	105	135	240	160	185	290	160
55	48	125	—	—	—	225	350	195
60	52	145	—	—	—	260	405	230
65	55	170	—	—	—	290	460	270

NOT TO SCALE

EXHIBIT 212-1
01/01/2018

**DEVELOPMENT OF FUTURE YEAR
BACKGROUND TURNING VOLUMES
SPREADSHEETS**

Development of Future Year Background Turning Volumes

Intersection
Count Date

Bonita Beach Rd & Miller Rd/Hunters Ridge Blvd
June 2, 2022

	AM Peak Hour													
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
RAW Turning Movement Counts	32	1	4	0	0	0	0	0	724	47	0	4	803	0
Peak Season Correction Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
Current Peak Season Volumes	34	1	4	0	0	0	0	0	760	49	0	4	843	0

	PM Peak Hour													
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
RAW Turning Movement Counts	46	0	14	0	0	4	9	4	738	57	1	3	667	0
Peak Season Correction Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
Current Peak Season Volumes	48	0	15	0	0	4	9	4	775	60	1	3	700	0

Development of Future Year Background Turning Volumes

Intersection
Count Date

Bonita Beach Rd & Miller Rd/Trade Way One
June 2, 2022

RAW Turning Movement Counts Peak Season Correction Factor Current Peak Season Volumes Reassigned Volumes from BBR/Hunters Ridge Blvd. ¹ Vested Trips Turning Volumes ² Project Turning Volumes ³ Background ⁴ Background + Project	AM Peak Hour													
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
	30	0	15	0	0	1	5	5	664	54	0	10	772	1
	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
	32	0	16	0	0	1	5	5	697	57	0	11	811	1
							18							
									196				429	
							28		21				9	
		32	0	16	0	0	1	23	5	893	57	0	11	1,240
	32	0	16	0	0	1	51	5	914	57	0	11	1,249	1
RAW Turning Movement Counts Peak Season Correction Factor Current Peak Season Volumes Reassigned Volumes from BBR/Hunters Ridge Blvd. ¹ Vested Trips Turning Volumes ² Project Turning Volumes ³ Background ⁴ Background + Project	PM Peak Hour													
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
	56	0	21	1	0	6	53	2	663	35	1	8	562	0
	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
	59	0	22	1	0	6	56	2	696	37	1	8	590	0
							37							
									467				304	
							81		19				27	
		59	0	22	1	0	6	93	2	1,163	37	1	8	894
	59	0	22	1	0	6	174	2	1,182	37	1	8	921	0

¹ Obtained from Figure 3A.

² Obtained from Figure 4A.

³ Obtained from Figure 2A.

⁴ Sum of existing peak season volumes plus reassigned volumes from BBR/Hunters Ridge Blvd intersection plus vested trips.

CITY OF BONITA SPRINGS
VESTED TRIP TABLE

City of Bonita Springs Vested Trip Table - 2021

ID	Road	From	To	West Terry		Valencia Plat 8				Total			
				PM Vested Trips		AM Vested Trips		PM Vested Trips		AM Vested Trips		PM Vested Trips	
				N / E	S / W	N / E	S / W	N / E	S / W	N / E	S / W	N / E	S / W
1000	Arroyal Rd	Bonita Beach Rd	Pennsylvania Ave							0	0	0	0
2000	Bonita Beach Rd	Hickory Blvd	West Ave							0	0	0	0
3000	Bonita Beach Rd	West Ave	Vanderbilt Dr							1	1	2	2
4000	Bonita Beach Rd	Vanderbilt Dr	US 41							21	14	11	17
5000	Bonita Beach Rd	US 41	Arroyal Rd							49	44	32	31
6000	Bonita Beach Rd	Arroyal Rd	Wisconsin St							36	29	29	28
7000	Bonita Beach Rd	Wisconsin St	Old 41							78	59	48	48
8000	Bonita Beach Rd	Old 41	Imperial Pkwy	3	3					213	253	161	135
9000	Bonita Beach Rd	Imperial Pkwy	I-75			5	15	17	10	159	316	316	216
10000	Bonita Beach Rd	I-75	Bonita Grande Dr			9	29	32	18	196	429	467	304
11000	Bonita Beach Rd	Bonita Grande Dr	Logan Blvd Ext			10	32	36	20	153	456	488	291
12000	Bonita Beach Rd	East of Logan Blvd	--			12	38	42	24	175	527	566	337
13000	Bonita Grande Dr	Bonita Beach Rd	E Terry St			4	1	2	4	56	20	36	60
14000	Cockleshell Dr	Shangri-La Rd	Strike Ln							0	0	0	0
15000	Coconut Road	West of US 41	--							0	0	0	0
16000	Dean St	Old 41 Rd	Matheson Ave							2	3	4	4
17000	Dean St	Matheson Ave	Imperial Pkwy							0	0	0	0
18000	Estero Blvd	Hickory Blvd	New Pass Bridge							0	0	0	0
19000	Estero Blvd	New Pass Bridge	Lover's Key State Park							0	0	0	0
20000	Estero Blvd	Lover's Key State Pa	Little Carlos Pass Bridge							0	0	0	0
21000	Imperial Pkwy	Collier Co Line	Bonita Beach Rd							72	83	73	61
22000	Imperial Pkwy	Bonita Beach Rd	E Terry St	9	8					81	81	73	84
23000	Imperial Pkwy	E Terry St	Shangri-La Rd							19	10	10	23
24000	Imperial Pkwy	Shangri-La Rd	Coconut Rd							0	0	0	0
25000	Imperial Shores Blvd	Bonita Beach Rd	Tarpon Ave							0	0	0	0
26000	Logan Blvd	South of Bonita Beach	County Line			2	6	6	4	28	83	86	53
27000	Longfellow Ln	Matheson Ave	Imperial Pkwy							0	0	0	0
28000	Luke St	Bonita Beach Rd	Quails Walk							0	0	0	0
29000	Matheson Ave	Dean St	Longfellow Ln							0	0	0	0
30000	Morton Ave	E Terry St	Tower Rd							43	23	26	55
31000	Old 41 Rd	Collier Co Line	Bonita Beach Rd							16	12	14	13
32000	Old 41 Rd	Bonita Beach Rd	Terry St	9	8					67	91	69	59
33000	Old 41 Rd	Terry St	Shangri-La Rd	8	9					26	30	36	37
34000	Old 41 Rd	Shangri-La Rd	Bernwood Pkwy							3	3	3	3
35000	Old 41 Rd	Bernwood Pkwy	US 41							3	3	3	3
36000	Paradise Rd	Shangri-La Rd	Wood Ibis Ave							0	0	0	0
37000	Pennsylvania Ave	Arroyal Rd	Wisconsin St							0	0	0	0
38000	Pennsylvania Ave	Wisconsin St	Old 41 Rd							10	8	6	6
39000	Quails Walk	Luke St	Windsor Rd							0	0	0	0
40000	Shangri-La Rd	Old 41 Rd	Imperial Pkwy							0	0	0	0
41000	Tarpon Ave	Imperial Shores Blvd	Luke St							0	0	0	0
42000	W Terry St	US 41	Old 41 Rd	56	56					100	111	142	135
43000	E Terry St	Old 41 Rd	Imperial Pkwy	8	9					38	27	25	36
44000	E Terry St	Imperial Pkwy	Morton Ave							32	17	18	42
45000	E Terry St	Morton Ave	Bonita Grande Dr	3	3					15	9	13	19
46000	Tropical Acres Dr	Shangri-La Rd	Jolea Ave							0	0	0	0
47000	US 41	Collier Co Line	Bonita Beach Rd							22	19	12	12
48000	US 41	Bonita Beach Rd	W Terry St	15	14					33	55	56	44
49000	US 41	W Terry St	Bernwood Pkwy	14	15					83	56	78	92
50000	US 41	Bernwood Pkwy	Old 41 Rd	14	15					43	24	37	50
51000	US 41	Old 41 Rd	Coconut Rd							21	21	22	22
52000	Vanderbilt Dr	Collier Co Line	Bonita Beach Rd							0	0	0	0
53000	Woods Edge Pkwy	Vanderbilt Dr	US 41							0	0	0	0

HCS SUMMARY SHEETS
BONITA BEACH ROAD
@ TRADE WAY ONE

HCS Two-Way Stop-Control Report

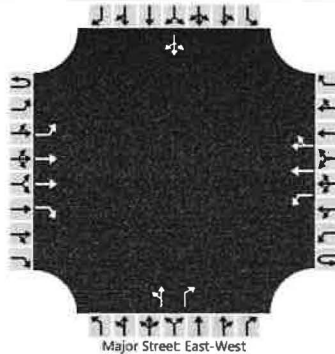
General Information

Analyst	
Agency/Co.	
Date Performed	7/6/2022
Analysis Year	
Time Analyzed	AM PK Hr W/ Project
Intersection Orientation	East-West
Project Description	Bonita 75 CPD

Site Information

Intersection	BBR/Trade Way One
Jurisdiction	
East/West Street	Bonita Beach Rd
North/South Street	Trade Way One
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	R		L	T	TR		LT		R			LTR	
Volume (veh/h)	51	5	914	57	0	11	1249	1		32	0	16		0	0	1
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized	No								No							
Median Type Storage					Left + Thru				1							

Critical and Follow-up Headways

Base Critical Headway (sec)	6.4	4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)	6.46	4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)	2.5	2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)	2.53	2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		62				12				35		18				1
Capacity, c (veh/h)		199				643				105		512				387
v/c Ratio		0.31				0.02				0.34		0.03				0.00
95% Queue Length, Q ₉₅ (veh)		1.3				0.1				1.3		0.1				0.0
Control Delay (s/veh)		31.0				10.7				55.8		12.3				14.3
Level of Service (LOS)		D				B				F		B				B
Approach Delay (s/veh)	1.7				0.1				41.3				14.3			
Approach LOS	A				A				E				B			

HCS Two-Way Stop-Control Report

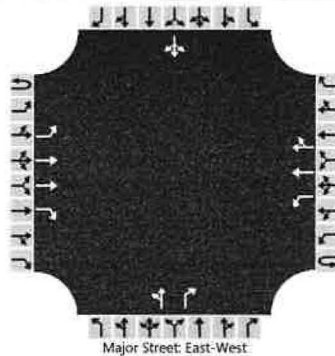
General Information

Analyst	
Agency/Co.	
Date Performed	7/6/2022
Analysis Year	
Time Analyzed	PM PK Hr W/ Project
Intersection Orientation	East-West
Project Description	Bonita 75 CPD

Site Information

Intersection	BBR/Trade Way One
Jurisdiction	
East/West Street	Bonita Beach Rd
North/South Street	Trade Way One
Peak Hour Factor	0.96
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	R		L	T	TR		LT		R			LTR	
Volume (veh/h)	174	2	1182	37	1	8	921	0		59	0	22		1	0	6
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized	No								No							
Median Type Storage					Left + Thru				1							

Critical and Follow-up Headways

Base Critical Headway (sec)	6.4	4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)	6.46	4.16			6.46	4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)	2.5	2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)	2.53	2.23			2.53	2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		183				9				61		23			7	
Capacity, c (veh/h)		348				464				43		431			287	
v/c Ratio		0.53				0.02				1.41		0.05			0.03	
95% Queue Length, Q ₉₅ (veh)		2.9				0.1				6.1		0.2			0.1	
Control Delay (s/veh)		26.3				12.9				428.7		13.8			17.9	
Level of Service (LOS)		D				B				F		B			C	
Approach Delay (s/veh)	3.3				0.1				316.0				17.9			
Approach LOS	A				A				F				C			

BONITA CYPRESS LUXURY APARTMENTS

Bonita Beach  Retail Group





BONITA CYPRESS
LUXURY APARTMENTS





From: Deborah Levitt <ledorahmarg@gmail.com>

Sent: Tuesday, June 28, 2022 12:56 PM

To: planning@cityofbonitaspringscd.org

Subject: July 6, 2022 meeting 5:30 pm

Dear Planning Board,

Today, I learned of the plan delivered to the zoning board by Todd Bleakely, manager director of Madison Capital Group. I would like to learn more.

I have noticed increased unnecessary overdevelopment in SWF and is in urgent need for future discreet planning.

I understand housing is needed, nevertheless there are many existing properties available that are vacant. I strongly feel virgin property be protected and if developers are looking for building sites to help alleviate housing problem, they tear down and rebuild or renovate. Since this increases the cost of building developers are reluctant.

Please confirm the date July 6th, 2022, @ 5:30 pm at Bonita Springs City Hall scheduled for the first hearing. I would like to attend.

As all you well know, unnecessary overdevelopment has vital repercussions for the future of Florida's quality of life.

I would greatly appreciate you getting back to me for the confirmation of this 1st hearing. This is time sensitive. I will be persistent if I do not hear from you. Thank you very much for your consideration in this matter.

Debbie Levitt

10534 Yorkstone Dr.

Bonita Springs FL. 34135

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 22 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Madison Capital Group Management, LLC has filed an application to rezone 20.99± acres from Commercial Planned Development (CPD) to Commercial Planned Development/Residential Planned Development (CPD/RPD) to allow 252 multi-family dwelling units, including bonus density units, and up to 10,000 square feet commercial use with six (6) deviations; and

WHEREAS, the subject property is located at 27801, 27802, 27825 27853, 27877, 27901, 27925, 27952, 27977 Boondock Rd and 27750 Orr Rd, Bonita Springs, FL 34135. STRAPs: 31-47-26-B4-00007.0290, 31-47-26-B4-00007.0190, 31-47-26-B4-00007.0140, 31-47-26-B4-00007.0310, 31-47-26-B4-00007.0100, 31-47-26-B4-00007.0220, 31-47-26-B4-00007.0110, 31-47-26-B4-00007.0510, 31-47-26-B4-00007.0300, and 31-47-26-B4-00007.0130; and is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on June 21, 2022 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), who gave full consideration to the evidence available and recommended approval (4-2) 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; and

WHEREAS, the case was presented for First Reading for the City Council at their July 6, 2022, meeting; and

WHEREAS, City Council at their August 3, 2022, meeting considered the record of the Zoning Board on Case PD21-83966-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 20.99± acres from CPD to CPD/RPD to allow 252 multi-family dwelling units, including bonus density units, and up to 10,000 square feet commercial use. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The development shall be generally consistent with the Master Concept Plan titled "Bonita 75 CPD/RPD Master Concept Plan" prepared by Q. Grady Minor and Associates, P.A., dated June 1, 2022, attached hereto and made a part hereof (Exhibit "B"); limiting development to a maximum of 252 multi-family dwelling units, inclusive of bonus density, and up to 10,000 square feet commercial use.
2. The Schedule of Uses are as follows:

Residential Tract (RPD):

Accessory Uses and Structures
Administrative Offices (Leasing Office)
Dwelling Units, Multiple-Family (not to exceed 205 units, unless a bonus density agreement is approved by City Council, not to exceed 252 units).
Essential Service Facilities, Group I
Excavation, Water Retention
Fences, Walls
Garage, Private
Gatehouse(s)
Recreational Facilities, Private On-Site
Signage
Storage, Indoor

Commercial Tract (CPD) (not to exceed 10,000 square feet):

Accessory Uses and Structures
Administrative Offices
ATM (Automatic Teller Machine)
Auto Parts Store
Banks and Financial Establishments, Group I
Boat Parts Store
Business Services, Groups I and II
Clubs, Private
Consumption on Premises, Indoor only, in conjunction with a full-service restaurant or micro-brewery. Outdoor consumption requires a special exception.
Contractors and Builders, Groups I and II
Daycare Centers, Child, Adult

Drug Store, Pharmacy
 Dwelling Unit (ancillary only); Multiple-Family (not to exceed the maximum density permitted for the planned development)
 Entrance Gates and Gatehouse
 Essential Service Facilities, Group I
 Excavation, Water Retention
 Fences, Walls
 Food Stores, Group I
 Hardware Store, no outdoor storage or display
 Healthcare Facilities, Groups I and II
 Household and Office Furnishing, Group I
 Laundry or Dry Cleaning, Group I
 Lawn and Garden Supply Store, no outdoor storage or display
 Micro-brewery
 Office, business
 Paint, Glass and Wallpaper, no outdoor storage or display
 Parking lot, accessory and garage, private
 Personal Services, Groups I, II, and III
 Pet Services
 Rental or Leasing Establishment, Group I
 Residential Accessory Uses
 Restaurant, Fast Food
 Restaurant, Groups 1, II, III and IV
 Specialty Retail; Groups I, II and III
 Storage, indoor only
 Studios
 Temporary Uses
 Used Merchandise Store, Group I
 Variety Store
 Wholesale Establishment, Group III

3. The Development Regulations shall be as follows:

Location/Dimension	RPD Area	CPD Area
Minimum Lot Size	NA	10,000 sq. ft.
Minimum Lot Width	NA	100 feet
Minimum Lot Depth	NA	100 feet
Maximum Building Height	60 ¹ feet	35 feet ²
Minimum Building Setbacks		

¹ Maximum of four (4) stories and subject to Section 4-1874 of the Bonita land development code, as may be amended.

² Maximum of two (2) stories.

Front Yard / Right-of-Way / Public	25 feet	25 feet
Front Yard / Right-of-Way / Private	20 ³ feet	20 feet ⁴
Waterbody	25 ⁵ feet	5 ⁵ feet
Preserve	30 feet	30 feet
Perimeter	20 feet ⁶	Subject to Condition 11
Side Yard	10 feet	15 feet
Rear Yard	20 feet	20 feet
Minimum Open Space	40%	20%

4. Parking. In support of deviation 6, 1.8 parking spaces per unit minimum are required. Five additional spaces are required for the leasing office.

5. Environmental

- a. Twenty-two (22) heritage trees have been identified on the site. The Tree Advisory Board approved twelve (12) trees within the development area to be removed. The project is required to have a second Tree Advisory Board hearing to determine if any heritage or other trees can be retained within the parking or development area, and to determine the mitigation for any heritage trees that necessitate removal.
- b. Native trees and palms found on site shall be preserved within the 2.64 acres marked Preserve/Open space on the Master Concept Plan. At time of the first local development order, the Developer shall demonstrate the retention of 45 native trees and the transplant and/or planting of 15 native trees within open space areas of the site per Right Tree Right Place practices. Additionally, a plan for the management of invasive non-native and nuisance vegetation and debris/structure removal shall be provided for these areas.
- c. If any archeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites shall cease. The Developer will immediately contact the Florida Department of State, Division of Historical Resources and the City of Bonita Springs and advise them of the discovery. The Developer will have a State-

³ Including any private ingress/egress easements. Ten (10) feet for any internal driveways.

⁴ Including any private ingress/egress easements. Ten (10) feet for any internal driveways.

⁵ Five (5) feet for any accessory structure; ten (10) feet where bank protection not present.

⁶ From northern RPD boundary.

certified archaeologist determine the significance of the findings and recommend appropriate mitigation actions, if necessary.

- d. In order to aid in reducing negative impacts to the water quality of the Imperial River, at time of local Development Order, the Applicant shall stabilize and revegetate the Floodplain Compensation Area(s) with approved native vegetation in a manner consistent with the provisions of UF/IFAS Florida-Friendly Landscaping Principles and Bonita Springs City Code 24-46(1) relating to activities requiring a FEMA No-Rise Certification.

6. Landscaping

- a. No right-of-way easement shall overlap a designated landscape buffer or preserve area.
- b. The type D buffer, as depicted on the Master Concept Plan, between Orr Road and Bonita Beach Road, and Orr Road and the I-75 northbound entrance and the I-75 rights-of-way, must be enhanced to provide minimum 14' canopy trees ranging from 4"-5" caliper, measured at 4.5' above the ground. Palms must be clustered and planted in staggered heights, a minimum of three palms per cluster, with a minimum of four (4') foot difference in height between each tree. Shrubs must be 24" in height at time of planting.

7. Transportation and Multimodal

- a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions for on-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
- b. At the time of local Development Order, the Applicant shall provide an intersection study for Trade Way One and Bonita Beach Road to analyze the effect of the eastbound U-turns at Trade Way One with left-turns prohibited at Miller Road. The intersection study shall determine the maximum vehicle queue in the eastbound left-turn lane at Trade Way One at project build-out.
- c. At the time of local Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapter 3 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Bicycle Pedestrian Master Plan (PATH), the Bonita Beach Road Corridor Design Standards, and all applicable design standards except as modified herein, and as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
- d. Should the project's Northwestern (emergency only) ingress/egress be utilized/altered (either during the project's local Development Order

design/construction process or later at/after project completion) for use by residents and/or the general public, or should another residential/public ingress/egress access point be created along Orr Road, the requisite complete streets facilities must be constructed along/within the otherwise not improved segment(s) of Orr Road (see Deviation #5), extending from the said ingress/egress access(es) to the proposed/existing complete streets infrastructure being constructed by the Applicant. The same shall apply if any physical work is commenced on the proposed relocated Orr Road.

- e. At time of local Development Order, the required sidewalk connection along Bonita Beach Road shall be provided for, unless an alternative option is approved at that time.
8. Access.
 - a. The Applicant shall provide for an amended ingress/egress utility easement for Orr Road.
9. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations laws and codes in place at the time of Development Order and Building Permit approval.
10. Approval of this Planned Development is not a guarantee of future approvals.

Deviations:

The Applicant has requested deviations in with LDC Section 4-326, incorporated herein and attached hereto as Exhibit "D".

1. Deviation 1 is approved, subject to a condition that a fence be required if this administrative action is sought
2. Deviation 2 is approved with respect to street setbacks and block patterns, denied with respect to the balance of Section 4-899 of the LDC.
3. Deviation 3 is partially approved, to allow two shared signs for the CPD/RPD with a maximum copy area of 10' height and 12' width, plus up to 25% for architectural features, generally consistent with Exhibit "E". These signs are permitted at the intersection of Miller Road and Bonita Beach Road, and along the relocated Orr Road right-of-way, with a 5' setback.-
4. Deviation 4 is approved, subject to Condition 6.b.
5. Deviation 5 is approved, subject to Condition 7.d.
6. Deviation 6 is approved, provided that the units are comprised of 50% 1 BR, 40% 2 BR and 10% 3 BR with five (5) additional spaces are provided for the leasing office.

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 3rd day of August, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Carr Corrie
Purdon Quaremba
Forbes Steinmeyer
Gibson

Date filed with City Clerk: _____

REQUESTED MOTION: Approve the Interlocal Agreement between Lee County and the City of Bonita Springs for Implementation of the Hazardous Waste Ordinance.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND: Attached is the proposed Interlocal Agreement with Lee County for implementation of Lee County's Hazardous Waste Ordinance (Ord 07-03), which provides the authority to regulate businesses for generation and management of hazardous waste, used oils and other regulated wastes. Under Florida Statute 403.7225, the program already does work within City limits because the main directive of the program is to educate businesses on how to manage and dispose/recycle their regulated waste within compliance. The attached Interlocal Agreement further allows for public outreach, inspections, compliance assistance, and enforcement by the County within the City.

There are no associated costs to the City for this Interlocal Agreement as the program is funded through a portion of the fees collected for Lee County Business Tax Licensing each year.

STAFF RECOMMENDATION: Approve Interlocal Agreement with Lee County for the Implementation of the Hazardous Waste Ordinance.

ATTACHMENTS:

1. Interlocal Agreement for Implementation of the Hazardous Waste Ordinance
 2. Hazard Waste Ordinance 07-03
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF THE HAZARDOUS WASTE ORDINANCE

THIS INTERLOCAL AGREEMENT is by and between the City of Bonita Springs, a municipal corporation of the State of Florida, hereinafter referred to as the **CITY**, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as the **COUNTY**.

Recitals

WHEREAS, both the County and City are duly empowered pursuant to Florida Statutes, in particular, §163.01, Florida Statutes, as amended, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the purpose of Interlocal cooperation is to address public needs that recognize political boundaries and to attain higher levels of efficiency; and

WHEREAS, the City and the County hereinafter, "the Parties" desire to protect and promote the public health, safety and general welfare through educational assistance, compliance, and enforcement of regulations governing the proper management of hazardous waste; and

WHEREAS, the parties desire to maintain and assist in the management of regulated waste generation, management and disposal (or recycling) at commercial businesses and industries; and

WHEREAS, on March 13, 2007, the Board of County Commissioners adopted Lee County Ordinance No. 07-03, the "Hazardous Waste Ordinance," pursuant to the provisions of Chapter 125 and 403, Florida Statutes and Florida Administrative Code 62-731; and

WHEREAS, the Hazardous Waste Ordinance, as may be amended, grants the County the authority to administer, including enforcement or compliance assistance, proper waste management practices for generators of hazardous waste, including universal waste and used oil; and

WHEREAS, pursuant to Section 3 of the Hazardous Waste Ordinance, as may be amended, the Ordinance applies to all of the unincorporated areas of Lee County and shall also apply to the areas of those municipalities within Lee County which enter into an interlocal agreement with Lee County to implement the Ordinance within those incorporated/municipal areas; and

WHEREAS, in accordance with Section 3 of the Hazardous Waste Ordinance, as may be amended, the parties agree to cooperate to effectively manage all commercial businesses and industries within the City's boundaries; and

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties mutually agree as follows:

SECTION ONE: PURPOSE

In accordance with Section 3 of the Hazardous Waste Ordinance, the purpose of this Agreement is to establish the responsibilities of the Parties to regulate the generation, management and disposal/recycling of regulated solid and hazardous wastes from commercial businesses and industries within the jurisdiction of the City. This Agreement will remain effective regardless of any amendments to the Hazardous Waste Ordinance. Any future amendments to the Hazardous Waste Ordinance by the County will not result in the need to amend this Agreement.

SECTION TWO: GENERAL RESPONSIBILITIES

The Parties recognize that each party is responsible for regulation and permitting of all commercial and industrial businesses from within its boundaries, including the generation, management and disposal of regulated wastes from those businesses and industries, so as to meet 40 CFR Parts 260-265 and Part 268 and all other regulated waste rules and regulations.

SECTION THREE: IMPLEMENTATION

Each party agrees to cooperate to allow the Lee County Pollution Prevention Program to educate, regulate and enforce regulated waste rules and regulations at commercial businesses and industries within the jurisdictional boundary of the City.

A. Education.

The County will provide education to the commercial and industrial businesses within the City for the generation, management and disposal/recycling of regulated wastes that may be generated at said businesses and industries.

B. Public Education and Outreach.

The County is available upon request to provide education and outreach to the public (schools, civic organizations, etc.), any business, industry or otherwise regulated facility within the City.

C. Inspections.

The County will perform inspections at all commercial business and industrial entities within the City. During the inspections, educational information and reference materials will be provided to assist each regulated entity in maintaining compliance with regulated waste rules and regulations.

D. Enforcement.

The primary enforcement of regulated waste rules and regulations at businesses and industries will be the responsibility of the County (Lee County Pollution Prevention Program). The County will also regulate releases and spills of regulated wastes in public areas (i.e. road right-of-way) within the City.

E. Annual Reporting to Florida Department of Environmental Protection (FDEP) and Lee County Natural Resource Performance Dashboard.

The County will conduct annual reporting to FDEP on June 30 of each calendar year. The reporting period for each year will be from July 1st to June 30th and will include a total number for all educational assessments (inspections) conducted for the entire county, as well as, the total number of compliance (enforcement) cases conducted each year. This data will also be reported and posted on the Lee County Natural Resource Performance Dashboard.

SECTION FOUR: VENUE

This Agreement will be construed according to the laws of the State of Florida. Any action regarding this Agreement will be filed in the Twentieth Judicial Circuit in and for Lee County.

SECTION FIVE: LIABILITY

The Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

SECTION SIX: SEVERABILITY

If any part of this Agreement or the application thereof is declared invalid by a court of law, then that part, section, subsection, or other portion, or the application thereof, will be severable. The remaining provisions will remain in effect.

SECTION SEVEN: NOTICES

All written notices to the Parties under this Agreement will be directed to the following addresses:

For the City: City Manager
 City of Bonita Springs
 9101 Bonita Beach Road
 Bonita Springs, FL 3393145

For the County:

SECTION EIGHT: EFFECTIVE DATE; TERM

This Agreement will be effective on the date a fully executed copy is filed with the Clerk of the Court for Lee County. This Agreement will remain in full force and effect unless amended or terminated by the Parties. This Agreement may be terminated by either Party upon providing ninety (90) days written notice to the nonterminating Party.

This writing constitutes the entire Agreement between the Parties and has been entered into voluntarily and with independent advice and legal counsel. This Agreement has been executed by the authorized representative of each party on the date written below. Modifications or amendments to the provisions herein must be made in writing and signed by the Parties.

IN WITNESS WHEREOF, the lawful representatives of the Parties hereto have executed and affixed their official seals to this Agreement this ____ day of _____, 2022.

ATTEST:

KEVIN KARNES, CLERK

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISISONERS

OF LEE COUNTY, FLORIDA

By: _____

Chairman

APPROVED AS TO FORM

By: _____

Office of the County Attorney

ATTEST: City Clerk

CITY OF BONITA SPRINGS

By: _____

[Signature]

[Type or print name]

Clerk

By: _____

[Signature]

[Type or print name]

Mayor

Approved as to form:

City Attorney

LEE COUNTY ORDINANCE NO. 07-03

AN ORDINANCE PROVIDING FOR THE AUTHORITY OF LEE COUNTY TO ADDRESS THE COMPLIANCE AND THE ENFORCEMENT OF THE FEDERAL AND STATE REGULATIONS FOR GENERATORS AND TRANSPORTERS OF HAZARDOUS WASTE, OWNERS AND OPERATORS OF HAZARDOUS WASTE FACILITIES, GENERATORS OF UNIVERSAL WASTE AND GENERATORS OF USED OIL; PROVIDING FOR CONFLICT OF LAW AND SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lee County's rapid growth and expanding commercial and industrial activities have resulted in the increase of hazardous waste, universal waste, and used oil; and

WHEREAS, the increased participation is needed by local governments in ensuring that the increase in hazardous waste, universal waste, and used oil is being properly managed in order to protect Lee County's environment; and

WHEREAS, the Lee County Board of County Commissioners finds it necessary to authorize County officials to assure compliance with and enforce the federal and state hazardous waste regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:

SECTION ONE: SHORT TITLE

This Ordinance shall be known and may be cited as the "Hazardous Waste Ordinance".

SECTION TWO: AUTHORITY

The Board of County Commissioners has the authority to adopt this Ordinance pursuant to the provisions of Chapter 125 and Chapter 403, Florida Statutes, and Florida Administrative Code 62-731.

SECTION THREE: SCOPE

This Ordinance shall apply to all of the unincorporated area of Lee County. It shall also apply to the areas of those municipalities within Lee County which enter into an interlocal agreement with Lee County to implement this Ordinance.

SECTION FOUR: INTENT AND PURPOSE

The Hazardous Waste Ordinance grants the County the authority to administer, including enforcement or compliance assistance, proper waste management practices for generators of hazardous waste, including universal waste and used oil.

SECTION FIVE: RULES OF CONSTRUCTION

1. a) The provisions of this article shall be liberally construed so as to effectively carry out their purpose in the interest of the public health, safety and welfare.
- b) For the purposes of administration and enforcement of this article, unless otherwise stated, the following rules of construction shall apply to the text of this article:
 - (1) In case of any difference of meaning or implication between the text of this article and any caption or heading, the text shall control.
 - (2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

- (3) Words used in the present tense shall include the future; the words in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.
- (4) The word "person" includes an individual, a corporation, a partnership, an incorporated association or any other similar entity.
- (5) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions or events connected by the conjunction "and," "or," or "either . . . or," the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either . . . or" indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.
- (6) The word "includes" shall not limit a term to the specific example, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

SECTION SIX: **ADOPTION BY REFERENCE: FLORIDA ADMINISTRATIVE CODE
RELATING TO HAZARDOUS WASTE, UNIVERSAL WASTE, AND
USED OIL**

The Board of County Commissioners hereby adopts by reference, as a part of this Ordinance, all applicable provisions of Chapters 62-710 and 62-730 of the Florida Administrative Code as adopted by the Florida Department of Environmental Protection (DEP). References to 40 CFR Part 261 shall mean rules adopted by DEP regarding identification of hazardous wastes, references 40 CFR Part 262 shall mean rules adopted by DEP regarding generators of hazardous wastes, references to 40 CFR Part 263 shall mean rules adopted by DEP regarding transporters of hazardous waste, references to 40 CFR Part 264 and 265 shall mean rules adopted by DEP regarding treaters, storers and disposers of hazardous wastes, references to 40 CFR Part 266 shall mean rules adopted by DEP regarding standards for the management of specific hazardous waste, references to 40 CFR Part 268 shall mean rules adopted by DEP regarding land disposal restrictions, references to 40 CFR Part 279 shall mean rules adopted by DEP regarding generators and handlers of used oil and references to 40 CFR Part 273 shall mean rules adopted by DEP regarding standards for universal waste management.

SECTION SEVEN: HAZARDOUS WASTE REQUIREMENTS

Persons who generate or transport hazardous waste or who own or operate a hazardous waste facility, shall comply with the applicable standards, requirements and procedures of this section.

- I. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) 40 CFR 261.5. *CESQG's generate less than 100 kilograms of hazardous waste per month and less than 1 kilogram of acute hazardous waste per month. CESQG's shall comply with the following standards:*
 1. Perform hazardous waste determination in accordance with 40 CFR 262.11.
 2. Never accumulate greater than 1000 kg at any time or greater than 100 kg per month.
 3. Ensure delivery of hazardous waste to a proper recycling facility or Treatment, Storage and Disposal Facilities (TSDF).
 4. Keep records documenting proper disposal in accordance with FAC 62-730.
- II. SMALL QUANTITY GENERATORS (SQG) 40 CFR 262. *SQG's generate 100 - 1000 kilograms of hazardous waste per month.*
 1. Obtain a Department of Environmental Protection/United States Environmental Protection Agency (DEP/EPA) ID Number (40 CFR 262.12).
 2. Perform hazardous waste determination (40 CFR 262.11), including Land Disposal Restrictions (LDR) waste analyses (40 CFR 268.7).
 3. Meet pre-transport requirements for packaging, labeling, marking, and placarding (40 CFR 262, Subpart C).
 4. Meet satellite accumulation rules (40 CFR 262.34(c)). Close and label these containers.
 5. Label containers and tanks with the words "Hazardous Waste" and label containers with accumulation start dates (40 CFR 262.34(a)).
 6. Maintain and operate the facility in a clean, safe manner (40 CFR 265.31).
 7. Emergency equipment (40 CFR 265.32).
 - a) Telephone or hand-held two-way radio;
 - b) Internal communication or alarm system;
 - c) Fire and spill control equipment (e.g. fire extinguishers, hoses, sprinklers, etc.);
 - d) Neutralizing agents, spill absorbents, overpack drums, standby 55-gallon drums, etc.;
 - e) Test and maintain the emergency equipment (40 CFR 265.33).

8. Maintain adequate aisle space for evacuation, inspecting drums, etc. (e.g. no less than three (3) feet) (40 CFR 265.35).
9. Attempt to make arrangements with local fire and police departments, hospitals, and emergency response contractors/equipment suppliers, with regards to emergency arrangements, hazards of materials handled, layout of facility, etc. (40 CFR 265.37).
10. Containers (e.g. drums, cans, etc.) must be kept closed and in good condition, inspected at least weekly, be compatible with hazardous waste stored, and separated from other incompatible wastes (e.g. keep cyanides away from acids) (40 CFR 265, Subpart I). Records must be kept of these inspections (FAC 62-730.160).
11. A Land Disposal Restrictions (LDR) Certification or Notification must accompany the initial manifest for a restricted waste. Generators who treat waste to meet land disposal restrictions must submit a waste analysis plan to DEP (40 CFR 268.7).
12. Use manifest system (unless there is a reclamation agreement pursuant to 40 CFR 262.20(e)), and ship only to a permitted facility (40 CFR 262, Subpart B).
13. Never exceed the 6000 kg accumulation/180 day storage time limit.
14. Emergency Planning:
 - a) Have at least one employee or a designee with authority as Emergency Coordinator (EC) on 24-hour call.
 - b) Next to the telephone, post:
 - (i) The EC name and phone number;
 - (ii) Fire department's number;
 - (iii) Location of the fire extinguishers; spill control equipment/ material, and fire alarm (if any).
 - c) Follow emergency procedures in 40 CFR 262.34(d)(5), including taking necessary steps to address spills and fires, and notifying the National Response Center (24-hour number: 800/424-8802) and the State Warning Point (850/413-9911).

- d) Upon request, the DEP will provide contingency plan guidance if the facility wishes to develop a more comprehensive emergency plan than required of SQGs.
 - 15. Training of personnel regarding proper hazardous waste handling and emergency response [40 CFR 262.34(d)(5)(iii)].
 - 16. Keep records (40 CFR 262.44), including manifests, test results, etc., a minimum of three (3) years.
 - 17. If tanks are used for management of hazardous waste, meet the tank requirements of 40 CFR 262.201. This includes daily and weekly inspections, required maintenance, spill response and closure standards.
 - 18. If a SQG fails to meet applicable requirements, the full generator standards (and possibly TSDF standards) may apply.
- III. LARGE QUANTITY GENERATORS (LQG) 40 CFR 262. *LQG's generate 1000 kilograms or more of hazardous waste per month or 1 kilogram or more of acute hazardous waste per month.*
- 1. Perform hazardous waste determination (40 CFR 262.11), including LDR waste analyses (40 CFR 268.7).
 - 2. Obtain a DEP/EPA ID number (40 CFR 262.12).
 - 3. Use manifest system and ship to a permitted facility (40 CFR 262, Subpart B). State rules require the generator to complete areas D, F, H, I K, O, Q, R, and T on the form in addition to the other requirements.
 - 4. Meet pre-transport requirements for packaging, labeling, marking, and placarding (40 CFR 262, Subpart C).
 - 5. Meet satellite accumulation rules (40 CFR 262.34(c)). Close and label these containers.
 - 6. Label containers and tanks with the words "Hazardous Waste" and label containers with accumulation start dates (40 CFR 262.34(a)).
 - 7. Do not store hazardous waste more than 90 days (40 CFR 262.34(b)).
 - 8. Keep all records (40 CFR 262, Subpart D) for at least three (3) years (including manifests, test data, biennial reports, etc.).

9. File a biennial report for hazardous waste shipped off site or managed on site in non-exempt treatment systems (FAC 62-730.160).
10. File exception report for late or missing manifests from the designated facility (40 CFR 262.42).
11. Meet personnel training requirements, including documentation of training (40 CFR 265.16).
12. Maintain and operate the facility in a clean, safe manner (40 CFR 265.31).
13. Emergency equipment (40 CFR 265.32).
 - a) Telephone or hand-held two-way radio;
 - b) Internal communication or alarm system;
 - c) Fire and spill control equipment (e.g. fire extinguishers, hoses, sprinklers, etc.);
 - d) Neutralizing agents, spill absorbents, overpack drums, standby 55-gallon drums, etc.;
 - e) Test and maintain the emergency equipment (40 CFR 265.33).
14. Maintain adequate aisle space for evacuation, inspecting drums, etc. (e.g. no less than three (3) feet) (40 CFR 265.35).
15. Attempt to make arrangements with local fire and police departments, hospitals, and emergency response contractors/equipment suppliers, with regards to emergency arrangements, hazards of materials handled, layout of facility, etc. (40 CFR 265.37).
16. Have a contingency plan meeting the requirements of 40 CFR 265, Subpart D. Upon request, DEP will provide contingency plan guidance. Emergencies that require implementation of the contingency plan must be reported to DEP. Updated contingency plans must be distributed when facility conditions or emergency coordinators change.
17. Containers (e.g. drums, cans, etc.) must be kept closed and in good condition, inspected at least weekly, be compatible with hazardous waste stored, and separated from other incompatible wastes (e.g. keep cyanides away from acids) (40 CFR 265, Subpart I). Records must be kept of these inspections (FAC 62-730.160).
18. Ignitable or reactive hazardous waste must be stored at least fifty (50) feet from the facility's boundary line (40 CFR 265, Subpart I).

19. Tanks must meet the requirements of 40 CFR 265, Subpart J (structural integrity; containment and detection of releases; inspections; response to leaks or spills; operating requirements; closure and post-closure care; special requirements for ignitable, reactive and/or incompatible wastes; waste analysis and trial tests).
20. Special cautions (including "no smoking" signs) are required for ignitable or reactive wastes (40 CFR 265.17).
21. Security (e.g. a locked fence) and bermed containment areas (with roof and impermeable floor) for hazardous waste storage areas are strongly recommended.
22. A Land Disposal Restrictions (LDR) Certification or Notification must accompany the initial manifest for a restricted waste. Generators who treat waste to meet land disposal restrictions must submit a waste analysis plan to DEP (40 CFR 268.7).
23. Meet applicable air emission standards under 40 CFR 265 Subparts AA, BB, and CC.

IV. TRANSPORTERS (40 CFR 263) (FAC 62-730).

1. Obtain ID number (40 CFR 263.11).
2. Use manifest system (40 CFR 263, Subpart B).
3. Maintain the ability to clean up hazardous waste discharges during transportation-related incidents (40 CFR 263, Subpart C).
4. Provide annual documentation of financial responsibility (FAC 62-730.170).
5. Submit annual status update to DEP (FAC 62-730.170).
6. Transporters storing waste greater than 24 hours at a transfer facility must notify DEP and meet any Treatment, Storage and Disposal Facilities requirements (FAC 62-730.171), including containment, operating record, contingency plan, training, security, and closure.
7. All transfer facilities operated in the state must have a unique ID number (FAC 62-730.171).

8. Transfer facilities must submit closure plan and contingency plan to DEP (FAC 62-730.171).
9. Transfer facilities must maintain a written record of when all hazardous waste enters and leaves the facility (FAC 62-730.171).

V. TREATMENT, STORAGE AND DISPOSAL FACILITIES (TSDF) (40 CFR 264 OR 265).

1. Obtain a DEP/EPA ID number (40 CFR 264.11).
2. Obtain a hazardous waste permit unless exempt (e.g. wastewater treatment units, elementary neutralization, etc.) and comply with permit conditions. Facilities receiving hazardous waste from off-site (including some recycling facilities) may be subject to TSDF requirements.
3. Must meet applicable generator standards in Section III., above.
4. Comply with general facility standards, including waste analyses, security, inspections, and personnel training (40 CFR 264, Subpart B).
5. Maintain emergency equipment, adequate aisle space, and make arrangements with local authorities (40 CFR 264, Subpart C).
6. Have a contingency plan meeting the requirements of 40 CFR 264, Subpart D.
7. Use manifest system and comply with recordkeeping requirements (40 CFR 264, Subpart E).
8. Comply with groundwater monitoring requirements (40 CFR 264, Subpart F).
9. Comply with closure and post-closure requirements (40 CFR 264, Subpart G).
10. Maintain financial assurance for closure, post closure (if applicable) and liability (40 CFR 264, Subpart H).
11. Comply with container management standards (40 CFR 264, Subpart I).
12. Comply with tank management standards (40 CFR 264, Subpart J).

13. Comply with additional requirements for individual units such as surface impoundments, waste piles, containment buildings, incinerators, drip pads, etc. (40 CFR 264, Subpart K - 40 CFR 264, Subpart DD).
14. Make applicable air emission standards (40 CFR 264, Subpart AA, BB, and CC, Subpart CC effective December, 1996).
15. Meet applicable LDR requirements for treatment facilities, or as generators for wastes sent off site for further treatment (40 CFR 268).

SECTION EIGHT: USED OIL REQUIREMENTS

No person may collect, transport, store, use, recycle, or dispose of used oil, used oil filters or oily wastes except as authorized in FAC 62-710 and Chapter 403, Florida Statutes.

SECTION NINE: UNIVERSAL WASTE REQUIREMENTS

1. All handlers of universal waste shall comply with the requirements under 40 CFR 273 and FAC 62-737.
2. Universal waste means the following hazardous wastes that are subject to the standards of 40 CFR 273 and FAC 62-737.
 - a) Batteries as described in 40 CFR 273.2.
 - b) Pesticides as described in 40 CFR 273.3.
 - c) Thermostats as described in 40 CFR 273.4.
 - d) Lamps as described in 40 CFR 273.5.
 - e) Mercury-containing devices as described in FAC 62-737.200(9).

SECTION TEN: ENFORCEMENT

The provisions of this Ordinance shall be enforced by all duly authorized or designated law enforcement officers within Lee County.

SECTION ELEVEN: CIVIL REMEDIES

The Board of County Commissioners may institute in any Court or before any Administrative Board of competent jurisdiction action to prevent, restrain, correct or abate

any violation of this Ordinance or of any order or regulations made in connection with its administration or enforcement, and the Court or Administrative Board shall adjudge such relief by way of injunction, or any other remedy allowed by law, or otherwise, to include mandatory injunction as may be proper under all the facts and circumstances of the case in order to fully effectuate the regulations adopted hereunder, or any amendment thereto, and any orders and rulings made pursuant thereto.

SECTION TWELVE: **PENALTIES**

Any person, including but not limited to any firm, corporation, association, or other group or body, who violates the provisions of this Ordinance shall be subject to the civil and criminal penalties under Florida Statutes 403.727 and 403.758.

SECTION THIRTEEN: **CONFLICT OF LAW**

Any requirements or provisions of this Ordinance that are in conflict with the requirements or provisions of any other lawfully adopted Ordinance or Statute, the most restrictive requirements will apply.

SECTION FOURTEEN: **SEVERABILITY**

The provisions of this Ordinance are severable and it is the intention of the Board of County Commissioners of Lee County, Florida, to confer the whole or any part of the powers herein provided. If any of the provisions of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of the court shall not affect or impair the remaining provisions of this Ordinance. It is hereby declared to be the legislative intent of the Board of County Commissioners that this Ordinance would have been adopted had such unconstitutional provision not been included therein.

SECTION FIFTEEN: CODIFICATION AND SCRIVENER’S ERRORS

It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Lee County Code; and that sections of this Ordinance may be renumbered or re-lettered and that the word “Ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Manager, or the County Manager’s designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Clerk of Circuit Court.

SECTION SIXTEEN: EFFECTIVE DATE

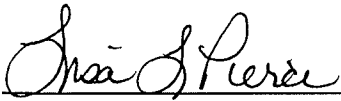
This Ordinance shall become effective immediately upon receipt of official acknowledgment from the Office of the Secretary of State that the Ordinance has been filed.

Commissioner Judah made a motion to adopt the foregoing Ordinance, seconded by Commissioner Mann. The vote was as follows:

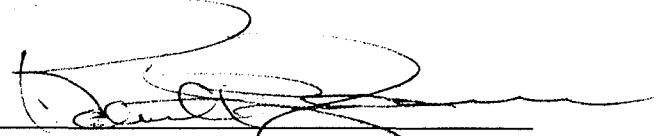
ROBERT P. JANES	<u>AYE</u>
BRIAN BIGELOW	<u>AYE</u>
RAY JUDAH	<u>AYE</u>
TAMMARA HALL	<u>AYE</u>
FRANK MANN	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 13th day of March, 2007.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Robert P. Janes, Chair



APPROVED AS TO FORM:

BY: 
Office of the County Attorney



FLORIDA DEPARTMENT of STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

March 22, 2007

Honorable Charlie Green
Clerk of Court
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attn: Lisa L. Pierce, Deputy Clerk

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated March 20, 2007 and certified copy of Lee County Ordinance Nos. 07-03 and 07-04, which were filed in this office on March 22, 2007.

Sincerely,

Liz Cloud
Program Administrator

LC/lbh

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dlis.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

RECEIVED
MINUTES OFFICE
2007 MAR 26 PM 12:06

REQUESTED MOTION: Approve Proposal from Ajax Paving Industries of Florida, LLC to restripe four (4) roadway areas within Bonita Springs in the amount of \$178,230.90.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: The following four (4) streets within the City are in need of restriping.

- Bernwood Parkway
- Old 41 Road from County Line to Bonita Beach Road
- Highland Woods Blvd.
- South Bay and Timberwilde

The attached proposal has been procured through cooperative purchase under Lee County contract #B200333AEJ.

Funding: 30.250.541.6319

STAFF RECOMMENDATION: Approve Proposal from Ajax Paving the amount of \$178,230.90 for the restriping of four (4) roadway areas within Bonita Springs.

ATTACHMENTS:

1. Ajax Paving Proposal
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred __ Other _____



Ajax Paving Industries of Florida, LLC.
 One Ajax Drive, North Venice, FL 34275
 Phone: 941-486-3600
 Fax: 941-486-3500
 www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Striping Refresh 2022 -Contract B200333AEJ	Bid Number:	LS22-194
Project Location:	Terry Street And Southern Pines, Bonita Springs, FL	Bid Date:	7/18/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.) Bernwood Parkway					
01	Mobilization (Not To Exceed 10%)	1.00	LS	\$9,455.00	\$9,455.00
02	□ Thermo, Std, White, Solid, 6"□	8,599.00	LF	\$1.78	\$15,306.22
03	Thermo, Std, White, Solid, 12"	171.00	LF	\$5.33	\$911.43
04	Thermo, Std, White, Solid, 24"	169.00	LF	\$21.31	\$3,601.39
05	Thermo, Std, White, Solid, Turn Arrow	20.00	EACH	\$118.37	\$2,367.40
06	Thermo, Std, White, Solid, Combo Arrow	4.00	EACH	\$177.56	\$710.24
07	Thermo, Std, White, Solid, Message, ONLY	2.00	EACH	\$292.38	\$584.76
08	Thermo, Std, White, Solid, Bike Message W/arrow	10.00	EACH	\$946.99	\$9,469.90
09	Thermo, Std, White, Solid, Sharrow	6.00	EACH	\$532.68	\$3,196.08
10	Thermo, Std, White, Solid, Message, Railroad Crossing	2.00	EACH	\$292.38	\$584.76
11	Thermo, Std, White, 2/4 Skip, 6"	160.00	LF	\$3.20	\$512.00
12	Thermo, Std, White, 6/10 Skip 6"	258.00	LF	\$3.20	\$825.60
13	Thermo, Std, White, 10/30 Skip, 6"	44.00	LF	\$3.20	\$140.80
14	Thermo, Std, Yellow, Solid, 6"	6,202.00	LF	\$1.78	\$11,039.56
15	Thermo, Std, Yellow, Solid, 18"	404.00	LF	\$7.99	\$3,227.96
16	Thermo, Std, Yellow, 6/10 Skip 6"	62.00	LF	\$3.20	\$198.40
17	Thermo, Std, Yellow, 10/30 Skip, 6"	634.00	LF	\$3.20	\$2,028.80

Total Price for above 1.) Bernwood Parkway Items: \$64,160.30

2.) Old 41 From County Line To BB Rd

18	□ Thermo, Std, White, Solid, 6"□	17,359.00	LF	\$1.78	\$30,899.02
19	Thermo, Std, White, Solid, 12"	174.00	LF	\$5.33	\$927.42
20	Thermoplastic, Std, White, Solid, 18"	314.00	LS	\$7.99	\$2,508.86
21	Thermo, Std, White, Solid, 24"	130.00	LF	\$21.31	\$2,770.30
22	Thermo, Std, White, Solid, Turn Arrow	63.00	EACH	\$118.37	\$7,457.31
23	Thermo, Std, White, Solid, Message,	3.00	EACH	\$292.38	\$877.14
24	Thermo, Std, White, 6/10 Skip 6"	264.00	LF	\$3.20	\$844.80
25	Thermo, Std, Yellow, Solid, 6"	21,270.00	LF	\$1.78	\$37,860.60
26	Thermo, Std, Yellow, Solid, 18"	1,313.00	LF	\$7.99	\$10,490.87
27	Thermo, Std, Yellow, 6/10 Skip 6"	66.00	LF	\$3.20	\$211.20
28	Thermo, Std, Yellow, 10/30 Skip, 6"	700.00	LF	\$3.20	\$2,240.00

Total Price for above 2.) Old 41 From County Line To BB Rd Items: \$97,087.52

3.) Highland Woods

29	□ Thermo, Std, White, Solid, 6"□	3,437.00	LF	\$1.78	\$6,117.86
30	Thermo, Std, White, Solid, 12"	205.00	LF	\$5.33	\$1,092.65
31	Thermo, Std, White, Solid, 24"	28.00	LF	\$21.31	\$596.68
32	Thermo, Std, White, Solid, Turn Arrow	8.00	EACH	\$118.37	\$946.96
33	Thermo, Std, White, Solid, Combo Arrow	4.00	EACH	\$177.56	\$710.24
34	Thermo, Std, White, 6/10 Skip 6"	48.00	LF	\$3.20	\$153.60
35	Thermo, Std, White, 10/30 Skip, 6"	374.00	LF	\$3.20	\$1,196.80



Ajax Paving Industries of Florida, LLC.
 One Ajax Drive, North Venice, FL 34275
 Phone: 941-486-3600
 Fax: 941-486-3500
 www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Striping Refresh 2022 -Contract B200333AEJ	Bid Number:	LS22-194
Project Location:	Terry Street And Southern Pines, Bonita Springs, FL	Bid Date:	7/18/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
36	Thermo, Std, Yellow, Solid, 6"	2,070.00	LF	\$1.78	\$3,684.60
37	Thermo, Std, Yellow, 6/10 Skip 6	250.00	LF	\$3.20	\$800.00
Total Price for above 3.) Highland Woods Items:					\$15,299.39

4.) S Bay And Timberwilde

02	☐ Thermo, Std, White, Solid, 6" ☐	70.00	LF	\$1.78	\$124.60
04	Thermo, Std, White, Solid, 24"	30.00	LF	\$21.31	\$639.30
05	Thermo, Std, White, Solid, Turn Arrow	3.00	EACH	\$118.37	\$355.11
06	Thermo, Std, White, Solid, Combo Arrow	3.00	EACH	\$177.56	\$532.68
13	Thermo, Std, White, 10/30 Skip, 6"	10.00	LF	\$3.20	\$32.00
Total Price for above 4.) S Bay And Timberwilde Items:					\$1,683.69

Total Bid Price: \$178,230.90

Notes:

- Based on Lee County Contract B200333AEJ

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Ajax Paving Industries Of Florida, LLC Authorized Signature: _____ Estimator: Lee Strauss 941-238-8833 lstrauss@ajaxpaving.com
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**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-08-120
August 3, 2022

REQUESTED MOTION: Approve Change Order No. 1 to Supplemental Task Authorization No. 3 for performance specifications of eight bridge structures within the City by KCI Technologies, Inc. in the amount of \$98,280.00.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: On January 21, 2022, staff engaged KCI Technologies, Inc. for a Bridge Study Project Report on the status of eight bridges within the City. KCI Technologies, Inc. has inspected the bridges within the City of Bonita Springs including the review of past FDOT reports and service life estimation for each bridge.

Presently, staff is seeking authorization for KCI Technologies, Inc. to prepare performance specifications for each bridge based on previous inspections for \$98,280.

STAFF RECOMMENDATION: Approve Change Order No. 1 for Bridge Study Report in the amount of \$98,280.00.

ATTACHMENTS:

1. Change Order No. 1

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred __ Other _____

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☒ Change Order Number: 1

] Supplemental Task Authorization Number: PW -

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

MISC. CONTRACT: Miscellaneous Roadway and Bridge Services / SOLICITATION NUMBER: CN 17-05

PROJECT NAME: Bridge Program Study Report / CONTRACT NUMBER: BSC 18-07-113

CONSULTANT: KCI Technologies, Inc. / ACCOUNT NUMBER: 30.250.541.6320

REQUESTED BY: Matt Feeney PW / DATE OF REQUEST: July 13, 2022

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: July 13, 2022
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: July 13, 2022
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: July 13, 2022
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: July 13, 2022
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: July 13, 2022 KCI

Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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 Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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.

This space intentionally left blank

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

ACCEPTED:



Consultant Signature

Ralph Verrastro

Print Name

4041 Crescent Park Drive

Address

Tampa, FL, 33578

Address

July 11, 2022

Date Accepted

Corporate Seal

ATTEST:

City Clerk

Date

Approved By:

City Attorney's Office

Date Approved

CITY APPROVAL:

City Manager (Under \$50,000)

Date Approved

Approved By:

Mayor, City Council for Bonita Springs

Date Approved

Exhibit A

Scope of Professional Services Bridge Program Study Report

Date: July 13, 2022

☒ Change Order Number: 1

☒ Supplemental Task Authorization Number: PW -1

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.

Task 1 - Obtain and review copies of past FDOT inspection reports, scour evaluation reports, inventory data, load rating calculations and record drawings. Perform a limited inspection of the bridges and complete a field report checklist. Document general bridge conditions, obtain measurements, and identify structural deficiencies and operational characteristics.

Prepare a list of maintenance repairs for each bridge that includes all of the deficiencies identified in the most recent FDOT Bridge Inspection Report. Estimate the remaining service life before major repairs or replacement are necessary to maintain its serviceability and prevent a reduction in load carrying capacity. Establish recommendations for additional testing, detailed structural analyses, etc. Determine whether each bridge should be included in the null, rehabilitation or replacement program categories. Calculate the replacement cost for the bridges in the replacement category assuming \$300 per square foot as a basis for the cost estimate. Prepare cost estimates for the recommended repairs. Prepare a draft Bridge Program Study Report (in a similar format to the reports prepared for Collier County) that summarizes the findings of the study including recommendations for a multi-year bridge improvement program that includes maintenance repairs and capital improvements. The report will provide a priority listing for the bridges to allow planning for annual bridge repair budgets. Conduct a meeting with the city staff to discuss the findings. Incorporate City's comments and submit a final report.

Task 2 - Coordination and Bridge Inspections (8 bridges) - Coordinate with the City and review copies of all available record documents for the bridge which may include original bridge plans, previous FDOT bridge inspection reports, load rating calculations, photographs, and maintenance records. Perform an inspection of all visible bridge elements to confirm the documentation included in the FDOT BIR. Obtain measurements and document the dimensions of each bridge superstructure element for comparison to any record documents. Document the inspection findings including all significant defects including cracks, spalls, corrosion, impact damage, etc. using field notes and digital photographs. Compile the field notes and photographs. The following bridges are included in this task.

Structure #	Featured Carried/Crossed
120023	CR 887 over Oak Creek
124002	Tarpon Ave over Imperial River Canal
124004	Kentucky St over Oak Creek
124005	Matheson Ave over Imperial River
124076	Pennsylvania Ave over Oak Creek
124084	East Terry Street over Leitner Creek
124088	Old 41 Rd over Imperial River
124133	Imperial River Bridge

Task 3 - Bridge Repair Performance Specifications (8 bridges) - Prepare performance specifications that references FDOT specs for materials and installation requirements with exhibits attached that include some excerpts from the original bridge plans, 8.5X11 details and PDFs of photographs with notes showing dimensions, as necessary. These repairs will include addressing deficiencies documented in the most recent FDOT Bridge Inspection Reports (BIR). The maintenance of traffic requirements for vehicles and pedestrians will be included in the performance specification. Prepare a bid item spreadsheet that includes each work item and calculate the associated material quantities. Prepare an engineer's opinion of probable cost. Submit the performance specification for review and comment. Incorporate the comments and submit a final electronically signed and sealed performance specification for each bridge in PDF format. Load ratings for the bridges is excluded from the scope of services because the dead load of the bridges will remain unchanged. We will rely on the load ratings provided by FDOT.

Exhibit B

Compensation and Method of Payment
Bridge Program Study Report

Date: July 13, 2022

☒ Change Order Number: 1

☒ Supplemental Task Authorization Number: PW -1

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Bridge Program Study Report	\$48,728.00	LS	NA
2	Coordination and Bridge Inspections	\$24,240.00	LS	NA
3	Bridge Repair Perf. Specifications	\$74,040.00	LS	NA
TOTAL		\$147,008.00		

Compensation and Method of Payment – Page 2
Bridge Program Study Report

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
STA 1	Cochran St	\$23,980.00	\$0.00	\$0.00	\$23,980.00
STA 2	Imperial River Bridge	\$17,266.00	\$0.00	\$0.00	\$17,266.00
STA 3	Bridge Prog. Study Report	\$48,728.00	\$0.00	\$0.00	\$48,728.00
CO1	Bridge Repair Perf. Specs.			\$98,280.00	\$98,280.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL		\$89,974.00	\$ 0.00	\$98,280.00	\$188,254.00

Exhibit C

Time and Schedule of Performance
Bridge Program Study Report

Date: July 13, 2022

☒ Change Order Number: 1

☒ Supplemental Task Authorization Number: PW -1

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Bridge Program Study Report	180	180
2	Bridge Inspections	90	90
3	Bridge Repair Perf. Specs.	180	270

Time and Schedule of Performance – Page 2
Bridge Program Study Report

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Bridge Program Study Report	180	180
2	Bridge Inspections	90	90
3	Bridge Repair Perf. Specs.	180	270

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Bridge Program Study Report

Date: July 13, 2022

☒ Change Order Number: 1

☒ Supplemental Task Authorization Number: PW -1

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
NA		

EXHIBIT E

Project Guidelines and Criteria
Bridge Program Study Report

Date: July 13, 2022

☒ Change Order Number: 1

☒ Supplemental Task Authorization Number: PW -1

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

(If none, enter the word "none" in the space below)

Item No. 1
None

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

KCI Technologies, Inc.
Company Name

084993344
DUNS Number



Signature

7/11/2022
Date

Ralph Verrastro
Print Name

4041 Crescent Park Drive
Street Address

Tampa
City

FL
State

33578
Zip Code

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date

REQUESTED MOTION: Authorize the City Manager to sign the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for an Afterschool program for the 2022-2023 school year as well as the 2023 Summer Camp programs, which will both be held at the Bonita Springs Recreation Center.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

In December 2017, the City entered into an agreement with the Sky Family YMCA, now known as the YMCA of Southwest Florida, with the same terms and conditions as with the previous program administrator, Sports Club, Inc., for the remainder of the 2017-2018 school year and for the summer camp program for 2018. Council approved the continuation of this partnership agreement for the 2018-2019, 2019-2020, 2020-2021 and 2021-2022 school years as well as for the 2019, 2020, 2021 and 2022 Summer Camp programs following all CDC guidelines for children's summer camp operations.

The YMCA of Southwest Florida would like to continue this partnership for the 2022-2023 school year as well as for the 2023 summer camp program to serve the children and families of the Bonita Springs community.

Due to inflation increases, the YMCA of Southwest Florida has requested an increase in fees for both the Afterschool and Summer camp programs. The Afterschool program fees will increase from \$50 per week per participant to \$55 per week per participant, and the full-day afterschool program will increase from \$15 per day per participant to \$25 per day per participant. Additionally, the Summer Camp program will increase from \$100 per week per participant to \$120 per week per participant.

STAFF RECOMMENDATION: Authorize the City Manager to sign the agreement.

ATTACHMENT:

1. 2022-2023 YMCA of Southwest Florida Agreement

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

AFTER SCHOOL AND SUMMER CAMP PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of August, 2022, by and between the City of Bonita Springs, a Florida municipality whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter, the "City"), and YMCA of Southwest Florida, a Florida non-profit corporation whose mailing address is 27200 Kent Road, Bonita Springs, Florida 34135 (hereinafter, the "YMCA").

WITNESSETH:

WHEREAS, the City desires to partner with the YMCA for the purpose of providing an after school program and a summer camp program for the children of Bonita Springs; and

WHEREAS, the YMCA has the necessary expertise, personnel, and desire to safely and efficiently provide such services on behalf of the City in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

General Provisions:

1. The YMCA shall plan, organize, schedule, direct, coordinate, provide, and supervise instructional and recreational activities in order to provide an After School and Summer Camp Program (hereinafter, the "Program") at the Bonita Springs Recreational Center located at 26738 Pine Avenue, Bonita Springs, Florida 34135. A detailed Program Summary is attached hereto as Exhibit "A" and incorporated herein by reference.
2. The YMCA shall be solely responsible for the hiring, managing, and supervision of its employees and contractual services necessary for the performance of its obligations hereunder. The YMCA shall only employ qualified personnel over the age of eighteen (18) years old following appropriate background checks as required for the safe and efficient provision of services. Persons with criminal backgrounds shall not be hired. The YMCA shall submit the names and addresses of all employees hired for the Program and shall submit written notification to the City that all employees have undergone and passed a background check.
3. The YMCA shall hire and manage all employees necessary to maintain a maximum ratio of one (1) staff member per fifteen (15) registrants for the duration of the Program.
4. The YMCA shall ensure that the Program is operated in accordance with all applicable City, County, State, and Federal laws and that the YMCA obtains the Florida Department of Children and Families Child Care Facility license for both the afterschool and summer camp programs as well as any other necessary permits, licenses, or certifications required for such a program or for the facilities for the Program. The YMCA shall immediately notify the City should additional licensing or permitting become required in order to operate the Program.
5. At all times, the YMCA shall ensure that its insurance policies are current and include protection to the City against claims for bodily injury, personal injury, abuse claims, and property damage sufficient to the City's satisfaction.

6. The YMCA and its employees, contractors, and volunteers shall maintain the highest standards of customer service in the supervision and coordination of the Program and shall be further required to adhere to and implement the City's policies and procedures, including Standard Operating Procedures, nondiscrimination policies, and any other applicable governing policies.
 - a. Any complaint received by the City concerning the facilitation of the Program shall be formalized in writing and provided to the YMCA for review. The YMCA shall then provide the City with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
 - b. Any complaint received by the YMCA relating to the Program shall be disclosed immediately to the city and shall be formalized in writing and provided to the City along with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
7. The City and the YMCA shall be jointly responsible for the advertising, publication, and communication of the Program. The advertisement or publication shall be designed to solicit and encourage participation by the public, and the information shall clearly indicate that the Program is sponsored by the City. The City reserves the right to review and approve any advertisement, publication or communication, but shall not unreasonably delay the distribution of same.
8. The YMCA shall be responsible for all costs and expenses, including, but not limited to, permitting fees, staff compensation, instructor fees, equipment and maintenance, materials and supplies, transportation costs, and participant awards. The YMCA shall be solely responsible for the timely payment of its employee salaries and any contractual obligations and for all required reporting of its taxes and benefits.
9. The YMCA shall charge and collect all fees for participation in the Program. The City shall be compensated with 10% of the fees collected from each participant, and the YMCA shall retain the remaining 90% of the fees.
10. The YMCA shall make one (1) payment to the City within ten (10) days of the end of the school year and one (1) payment to the City within ten (10) days of the end of the Summer Camp portion of the Program. With each session payment, the YMCA shall submit to the City a list of participants and the fees paid by the participants for that session. Such payments shall be made in accordance with the YMCA registration records.
11. The City shall have the right to inspect and audit the YMCA's financial records relating to the Program during normal working hours.
12. The City shall not be held responsible for any damages occurring to the YMCA's property or equipment during the operation of the Program, unless such damage is caused by gross negligence or willful misconduct by the City, its agent, or its employees.

Miscellaneous Provisions:

1. Waiver of Subrogation. The City and the YMCA each hereby waive any and every claim for recovery from the other for any and all loss or damage to City or YMCA facilities, or to the contents thereof, during the delivery of the Program, which loss or damage is covered by valid and collectible property damage insurance policies, but only to the extent that such loss or damage is covered by valid and collectible property damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), the City and the YMCA each agree to give to each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of its mutual waiver, and to have said insurance policies property endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.
2. General Liability. The YMCA shall procure and maintain in effect from the date of this Agreement at all times until the end of the term (including any extension or renewal hereof) Broad Form Commercial General Liability insurance against claims for bodily injury, personal injury, and property damage, based upon or arising from its operation, management, or supervision of the Program. Such insurance shall be primary and shall include Broad Form Contractual liability insurance coverage insuring the YMCA's indemnity obligations under this Agreement. Such coverage shall have a minimum combined single limit of liability of at least \$1,000,000 in the aggregate. Such insurance shall not limit the YMCA's liability under any provision of this Agreement.
3. Worker's Compensation. The YCMA shall maintain worker's compensation insurance in accordance with Florida Statutes.
4. Indemnification of the City. The YMCA agrees to hold harmless, indemnify, and defend the City, its agents, officers, and employees from any and all claims, losses, damages, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with the services performed under this Agreement or by any person or corporation to whom any portion of services are subcontracted by the YMCA r by anyone for whom the YMCA is legally liable; except that the YMCA shall not be liable under this paragraph if the judgment arises out of gross negligence or willful misconduct by the City, its agents, officers or employees.
5. Indemnification of the YMCA. The City agrees, as limited by Florida statutes, to hold harmless, indemnify, and defend the YMCA and its agents, officer, and employees from any and all claims, losses, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with any gross negligence or willful misconduct by the City, its agents, officers, or employees in the performance of this Agreement.
6. Default. The occurrence of any of the following events ("Event(s) of Default") shall constitute a breach of this Agreement by the YMCA. Upon the occurrence of any Event of Default, the City shall provide written notice of termination of this Agreement to the YMCA, and such termination shall become effective not less than thirty (30) days after the date on which the notice is provided to the YMCA.
 - a. *Failure to Perform* shall be deemed an Event of Default when the YMCA materially defaults in the performance or delivery of the Program and fails to cure the default in reasonable time after demand by the City.

- b. *Insolvency* shall be deemed an Event of Default when the YMCA makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition for bankruptcy, or becomes adjudicated as bankrupt or insolvent, or files a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, or similar relief under any present or future statute, law, or regulation.
7. Termination. Either party may terminate this Agreement for convenience by providing written notice of such intent at least thirty (30) calendar days in advance of the effective date of termination. Any costs obligated or contracted by the YMCA beyond the 30 day notice period shall be approved by payment by the City to the extent that such costs and payments are related to the services incurred pursuant to this Agreement and otherwise eligible for payment hereunder. This provision for payment eligibility is only applicable to cost obligations having been transacted by the YMCA prior to the written notice of termination.
8. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
9. Waiver. No waiver by any party of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth below. Such communications, if sent by mail, shall be deemed delivered three (3) days after deposit in the United States mail, or if delivered by hand or courier, at the time of delivery.

To the City:
Parks & Recreation Director
City of Bonita Springs
26740 Pine Avenue
Bonita Springs, FL 34135

To the YMCA:
Executive Director
27200 Kent Road
Bonita Springs, FL 34135

With copies to:
City Manager and Staff Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

11. Term. The Program delivered pursuant to this Agreement shall commence on August 10, 2022, and shall conclude on August 15, 2023. Any extension must be executed upon the written Agreement of each party, and may be subject to competitive bidding in future years.
13. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency relationship. The YMCA shall serve as an independent contractor in the performance of its duties and obligations hereunder. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
14. Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this section shall be null and void.
15. Amendment and Modification. No changes or modifications to this Agreement shall take effect unless the same is in writing and formally executed by both parties.
16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

COVID-19 ACKNOWLEDGEMENT

1. Both the City and the YMCA 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 Program participants, parents, and staff.
2. The City and the YMCA acknowledge and understand that the circumstances of the pandemic create a fluid situation and that the guidance provided by the CDC and the FDOH may change during the term of this Agreement. Both parties shall monitor the situation closely and adjust operations 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 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 the Program.

This space left intentionally blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF BONITA SPRINGS

YMCA OF SOUTHWEST FLORIDA

By: _____
Arleen Hunter, City Manager

By: _____
YMCA Authorized Representative

ATTEST:

By: _____
Deb Filipek, City Clerk

APPROVED AS TO LEGAL FORM: _____
City Attorney's Office

Exhibit A

After School and Summer Camp Program Summary

1. For the term of this Agreement, session fees shall be:

Full Week After School Session	\$55 per participant per week
Part-time After School Session	\$15 per participant per day
Full Day Afterschool Program	\$25 per participant per day
Full Week Summer Camp Session	\$120 per participant per week
Part-time Summer Camp Session	\$25 per participant per day
One-time Application/Processing Fee	\$30 per participant

*Parents are required to register the Thursday before each week (for both weekly and part-time participants) for both after school sessions and summer camp sessions. Parents may register at the Bonita Springs Recreation Center or at the Bonita Springs YMCA.

2. For the term of this Agreement, session hours shall be as follows:

After School Program: Monday – Friday 2:45 pm – 6:30 pm

- On weekdays with no school, the Program will be open 7:00 am – 6:30 pm.
- On weekdays with a half-day of school, the Program will be open from the time that school lets out until 6:30 pm.

Summer Camp Program: Monday – Friday 7:00 am – 6:30 pm.

Both Programs will be closed during holidays for which the Recreation Center is closed including, but not limited to the following:

- | | |
|-------------------------------|---------------------------|
| • January 1 | New Year's Day |
| • As designated in January | Martin Luther King Day |
| • As designated in February | President's Day |
| • Last Monday in May | Memorial Day |
| • July 4 | Independence Day |
| • First Monday in September | Labor Day |
| • November 11 | Veteran's Day |
| • Fourth Thursday in November | Thanksgiving Day |
| • Day following Thanksgiving | Friday After Thanksgiving |
| • December 25 | Christmas Day |

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday.

3. The Program shall be continual, and shall follow the Lee County School District calendar. For example, Summer Camp Sessions shall commence the day immediately after the last day of school, unless the last day of school is on Friday.
4. Participants in the Program must be between the ages of five (5) to twelve (12) years old. During Summer Camp Sessions, there will also be a Teen Leadership Camp open to participants between the ages of thirteen (13) to fifteen (15) years old.
5. Each participant must be signed in upon arrival and signed out when leaving each session by a parent or guardian, and by the authorized staff member upon arrival at each After School Session. The YMCA shall ensure that a staff member is present to monitor the signing in and out of participants at all times.
6. The YMCA shall provide a Site Coordinator who shall remain on site at all times to supervise the Program participants and staff. The Site Coordinator should also be available to speak with parents during the signing in and out process of Program participants.
7. The YMCA shall ensure that the City has updated contact information, including but not limited to mobile phone numbers and email addresses, of the Site Coordinator and Program Director to allow for direct communication at all times that the Program is in session.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-08-122
August 3, 2022

REQUESTED MOTION: Adopt a Resolution accepting the resignation of Bob Gillette from the City of Bonita Springs Veterans Advisory Board

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: Board Member Bob Gillette has notified staff of his resignation from the City of Bonita Springs Veterans Advisory Board effective July 8th, 2022.

The Veterans Advisory Board resolution 22-41 states that “The Veterans Advisory Committee will consist of nine appointed members of the city, each holding the following seats: Member of the American Foreign Legion, Member of the Veterans of Foreign Wars, Member of the Sons of the American Legion, Member of the American Legion Ladies Auxiliary, Member of the Veterans of Foreign Wars Ladies Auxiliary, Veterans Member at the Large, Veterans Member at Large, Veterans Member at Large, and Veterans Member at Large”. Staff will be advertising the vacancy and will bring forward any applications at the next meeting.

The current Board Members are Bobby Hunter, Jan Farrington, Adam Prentki, Ron Winsett, Scott Cline, Jerry Sanford, Paul Canning, and Michael Nigbor.

STAFF RECOMMENDATION: Approve the resolution.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lora Taylor

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; ACCEPTING THE RESIGNATION OF ONE MEMBER FROM THE CITY OF BONITA SPRINGS VETERANS ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Veterans Advisory Board Resolution 22-41 states that the board must consist of nine members, each holding the following seats: Member of the American Foreign Legion, Member of the Veterans of Foreign Wars, Member of the Sons of the American Legion, Member of the American Legion Ladies Auxiliary, Member of the Veterans of Foreign Wars Ladies Auxiliary, Veterans Member at the Large, Veterans Member at Large, Veterans Member at Large, and Veterans Member at Large;

WHEREAS, Board Member Bob Gillette submitted his resignation from the Veterans Advisory Board on July 8th, 2022

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

1. The resignation of Bob Gillette from the Veterans Advisory Board is hereby accepted with appreciation for his service.
2. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of August 2022.

AUTHENTICATION:

_____	_____
Mayor	City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Quaremba	Corrie
Purdon	Gibson
Carr	Forbes
Steinmeyer	

Date filed with City Clerk: _____

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-08-123
August 3, 2022

REQUESTED MOTION: Review and approve a request for a mobile food vendor location, pursuant to Subdivision III of Division 37 of Chapter 4: Zoning, of the Bonita Springs Land Development Code.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA: Consent Agenda

STRATEGIC PRIORITY: N/A

BACKGROUND: Pursuant to LDC 4-2156(14), a mobile food vending location request is to be advertised on the City Council agenda. This specific application is for a proposed vending location at 10951 E. Terry Street, which is the site of Oak River Church. The request is to allow a vendor to operate Monday – Saturday, from 11am – 8pm. The proposal includes a statement saying that there will not be a vendor during the times the church is holding services.

Included with the application is a site plan showing the proposed location in the parking area, a mailing list, insurance, and authorization from the property owner.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Mobile Vendor Application Packet

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

W

← → ↻ gissvr.leepa.org/geoview2/?FoliodID=10284179



CITY OF BONITA SPRINGS

Community Development Department
9220 Bonita Beach Road, Ste. 111
Bonita Springs, FL 34135
Phone: (239) 444-6150
email: permitting@cityofbonitaspringscd.org

9371

MOBILE FOOD VENDOR (MFV) SITE PERMIT APPLICATION PERMIT #: 9371

RECEIVED
CITY OF BONITA SPRINGS
JUL 07 2022

COMMUNITY DEVELOPMENT
DEPARTMENT

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Applicant Name: JOSH ALMANZAR
2. Phone Number: 305 910 9226 Email Address: Motangospot@gmail.com
3. Temporary Vending Site Address: 10951 east Terry Street Bonita Springs FL 34135
4. Strap Number: 26-47-25-B3-00005.0000
5. Property Owner*: OAK RIVER Church Inc.
*If the applicant is not the property owner of the proposed vending site, a signed authorization from the property owner must be submitted with this application.
6. Description of Event: Monday through ~~Friday~~ ^{Sat} 11am - 8pm
Every week. (PERMANENT LOCAL)
7. Dates and Hours of Operation: MONDAY through ~~Friday~~ ^{Saturday}
11am to 8pm
5. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces): OAK RIVER Church

8. Applicants must acknowledge the following requirements by initialing each item:

I I acknowledge that I must provide sanitary facilities consistent with the standards of the Florida Building Code while considering the aesthetics of the site.

I I acknowledge that any mobile food vendor must be removed at the end of the permitted operating hours.

I I understand that I am responsible for ensuring that any mobile food vendor meets all applicable federal, state, and local regulations, including, but not limited to, passing all required inspections, and maintaining all necessary licenses.

I I acknowledge that the regulations governing mobile food vendors hold the vendor AND the property owner responsible for any violation of the City's Code of Ordinances or of this permit's requirements.

Applicant Signature

Date

July 6 2022

**MOBILE FOOD VENDOR
SITE PERMIT APPLICATION
PROPERTY OWNER AUTHORIZATION**

1. Property Owner: Oak River Church
2. Proposed Vending Site: 10951 E Terry St Bonte Spgs FL 34155
3. Strap Number: _____
4. Property owners of mobile vending sites must acknowledge the following requirements by initialing each item:

MP I acknowledge that I must provide sanitary facilities consistent with the standards of the Florida Building Code while considering the aesthetics of the site.

MP I acknowledge that any mobile food vendor must be removed at the end of the permitted operating hours.

MP I understand that I am responsible for ensuring that any mobile food vendor meets all applicable federal, state, and local regulations, including, but not limited to, passing all required inspections, and maintaining all necessary licenses.

MP I acknowledge that the regulations governing mobile food vendors hold the vendor AND the property owner responsible for any violation of the City's Code of Ordinances or of this permit's requirements.

MP

Property Owner's Signature

7/6/2022

Date

Print Name: Michael J. Coan

Title (if applicable): Pastor / President

MOBILE FOOD VENDOR SITE PERMIT GENERAL REQUIREMENTS

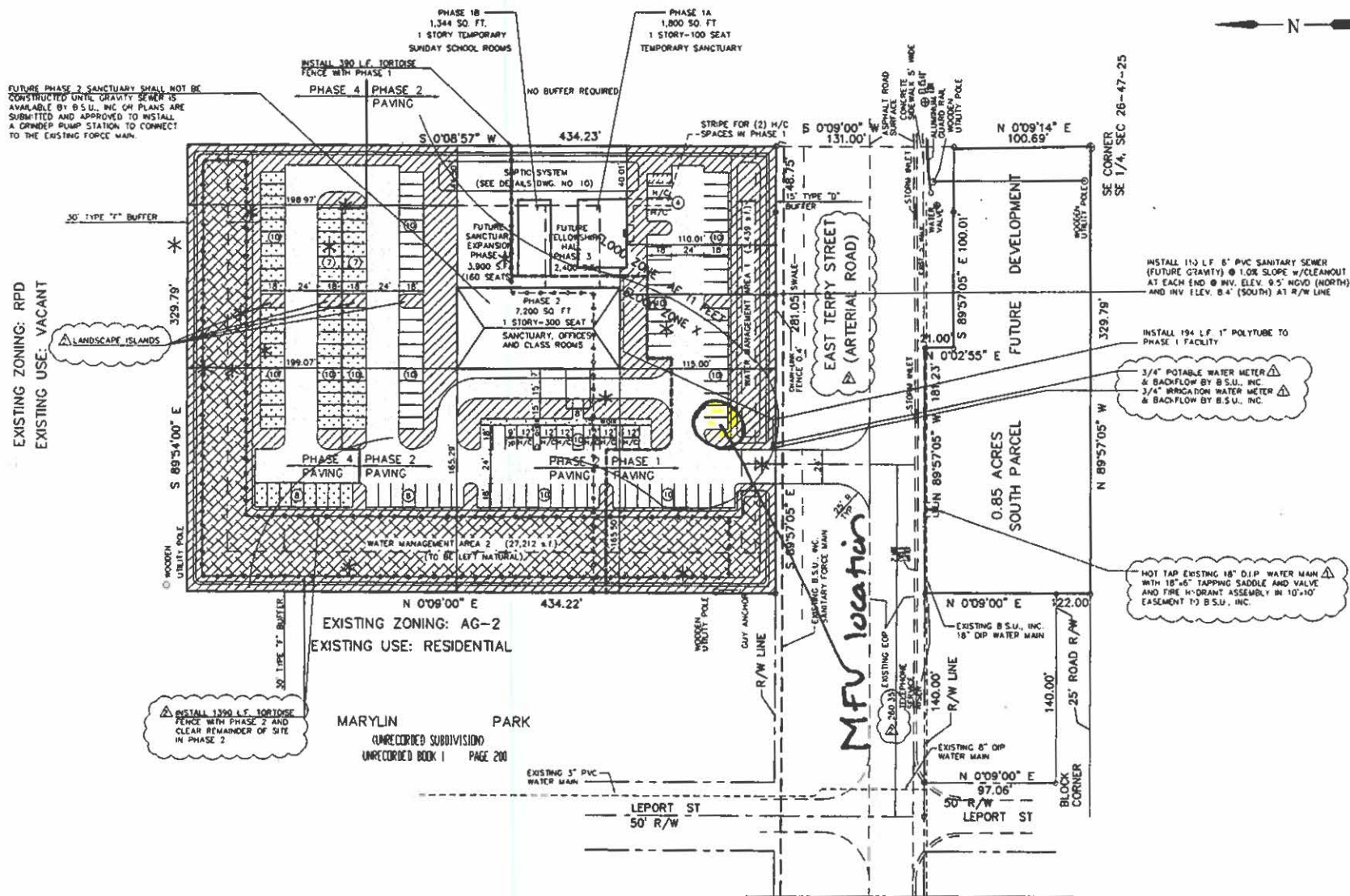
Submittal Requirements. Applications for MFV site permits must include the following information per LDC Sec. 4-2155

- Print
- ✓
- ✓
- ✓
- (1) Completed application.
 - (2) Signed authorization from the property owner or authorized representative.
 - (3) Proof of business insurance, issued by an insurance company that is licensed to do business in the state, protecting the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under, or in connection with mobile food vending. Such insurance shall name the city as an additional insured party and shall be in at least the amount of \$500,000.00 for occurrence for injury and \$200,000.00 per person.
 - (4) Site plan based on a valid survey, approved development order, or master concept plan with dimensions and infrastructure identified, including the proposed location of the mobile food vendors. For large or phased projects, the plan submitted must provide enough detail to determine pedestrian and vehicular access to a public right-of-way.
 - (5) All sidewalks, driveways, rights-of-way, parking areas, outdoor seating areas, buildings with entry locations.
 - (6) A statement declaring if biodegradable packaging will be utilized, and if not, why.
 - (7) If required parking spaces are to be utilized, the times businesses use those spaces and the proposed time they would be used for mobile food vending.
 - (8) A mailing list and proof of notification for property owners within 1,000' of the proposed vending location
- Print

Sec. 4-2156. General standards.

- (1) Locations must not interfere with vehicular, multi-modal, pedestrian access and access ways.
- (2) Cannot be located in a required parking space or driveway, unless it is specifically demonstrated the parking or driveway is not used during the time and/or days the mobile food vendor location is permitted.
- (3) A mobile food vendor cannot install or create features, signs, or other identification not utilized while driving, that extend more than three feet from the vending vehicle in any direction.
- (4) Must be located on property or within a development with completed infrastructure improvements.
- (6) All mobile food vendors shall be located in areas and in a manner that they do not create an adverse view or vista. More specifically, the food truck or anything associated with its operation shall block the view of signs or vehicular or multi-modal access ways.
- (7) No more than two mobile food vendors can be requested on a single site. For purposes of this specific requirement, a site includes an entire commercial development even if that development consists of more than one parcel.
- (8) A mobile food vehicle cannot be permitted within 250 feet of another permitted location, or mobile food vendor park. This separation requirement will not reduce or amend locational standards for particular overlay districts.
- (9) Permitted sites will have the mobile food vendor removed at the end of permitted operating hours.
- (11) Cannot be located on the site of an active, or abandoned gas station or convenience store.
- (12) Alcohol shall not be sold or consumed from a mobile food vendor.
- (13) Advertising signs may be permitted upon the mobile food vendor, but there will not be additional signage installed in any other location.
- (14) Notification will only be provided by courtesy mailing for property owners within 1,000 feet and be the responsibility of the applicant. The mailing list and copy of notification will be provided to the city. The request for approval will also be listed on the advertised city council agenda.
- (15) Property owner responsibilities will include; and
 - (a) Provision of sanitary facilities consistent with the standards of the Florida Building Code while considering aesthetics of the site; and
 - (b) The responsibility to ensure vendors meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes; and

EXISTING ZONING: AG-2
EXISTING USE: VACANT



CONCUR
APPROVAL
REVISIONS
DATE
BY
APPROVAL

QGM
Q. GRADY MINOR, P.
3800 VIA DEL REY
BONITA SPRINGS, FL
FLORIDA REGISTRAR

LEGEND	
GRASS PARKING AREA	CONCRETE WALK
INTERIOR LANDSCAPE AREA	AREA TO BE LEFT NATURAL
ASPHALT PAVED AREA	TORTOISE BURROW

OWNER/DEVELOPER
HARVEST COMMUNITY CHURCH
STEVEN S. CROWTHER
P.O. BOX 2586
BONITA SPRINGS, FL 34133
PHONE (941) 992-7834

Revision	Date	Description	By
1	8/25/01	Revisions per O.S.D. review	AVR
2	8/15/01	Revised water and fire hydrant per B.S.U. review	AVR

DESIGNED BY: AVR
DRAWN BY: AVR
APPROVED: QGM
JOB CODE: HARVEST
SCALE: 1"=40'

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE (941) 947-1144 FAX (941) 947-0575
ENGINEERING CERTIFICATE OF AUTHORIZATION NO. 0006161
SURVEYING CERTIFICATE OF AUTHORIZATION NO. 0006161

HARVEST COMMUNITY
SITE PLAN
DATE: MAY 2001
FILE NAME: HCCSITE
DRAW

CHURCH MUTUAL INSURANCE COMPANY, S.I.

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

COMMON POLICY DECLARATIONS PAGE**POLICY NO.:** 0364331-08-368470**ITEM 1. NAMED INSURED AND ADDRESS:**OAK RIVER CHURCH INC
10951 E TERRY ST
BONITA SPRINGS FL 34135-5208**ITEM 2. POLICY PERIOD:** FROM 04/29/22 TO 04/29/23
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE0364331-08-212100
(RENEWAL OF)**ITEM 3. THE NAMED INSURED IS:** RELIGIOUS INSTITUTION**ITEM 4. AGENT:** 07-104TERRITORY 07-104
3000 SCHUSTER LANE
MERRILL WI 54452
(800) 554-2642**ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:****FORMS AND ENDORSEMENTS WHICH APPLY TO THIS ENTIRE POLICY:**

A 050(01-98)	MUTUAL AND COMMON POLICY CONDITIONS
A 918.3(07-17)	SETTLEMENTS OR JUDGMENTS
A 918.4(07-17)	FLORIDA CHANGES - RENEWAL AND POLICY TERMS NOTICE REQUIREMENTS
A 918.5(07-17)	AGENT SIGNATURE
UN 720(12-20)	NOTICE - DISCLOSURE OF TERRORISM PREMIUM

GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 052(06-87)	NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM
A 200(01-04)	GENERAL LIABILITY COVERAGE PART - OCCURRENCE BASIS
A 200.1(12-06)	AMENDATORY ENDORSEMENT - PERSONAL INJURY
A 200.2 FL(07-16)	BODILY INJURY DEFINITION
A 200.5(06-20)	COMMUNICABLE DISEASE EXCLUSION
A 2012 FL(07-16)	CORPORATE ENTITY ENDORSEMENT
A 2013 FL(07-16)	MEDICAL EXPENSE AMENDMENT
A 202(01-04)	GENERAL LIABILITY ADDITIONAL PROVISIONS - RELIGIOUS
A 251(09-94)	EXCLUSION - LEAD LIABILITY
A 253(01-04)	LEGAL DEFENSE COVERAGE
A 254 FL(07-16)	AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE
A 255(01-04)	CATASTROPHIC VIOLENCE RESPONSE COVERAGE
A 262(01-04)	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIAB AND MED
A 268(05-03)	WAR LIABILITY EXCLUSION
A 918.1(05-15)	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
A 945.3(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

PROFESSIONAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 500 FL(11-16) COUNSELING PROFESSIONAL LIABILITY COVERAGE FORM

PROTECTING
THE GREATER
GOOD

POLICY NO.: 0364331-08-368470

PROFESSIONAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 501.7(08-16) EXCLUSION - FINANCIAL COUNSELING
A 505(01-17) DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM
A 517(04-17) FLORIDA CHANGES
A 520(01-17) EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
A 530(01-17) AFFILIATED ENTITY DISPUTE LEGAL DEFENSE COVERAGE ENDORSEMENT
A 554.2 FL(09-21) FLORIDA EXCLUSION - COMMUNICABLE DISEASE - DOT LIAB
A 554.3 FL(09-21) FLORIDA EXCLUSION - COMMUNICABLE DISEASE - EPL
A 555(05-15) FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
A 945.3(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 600(01-04) HIRED AND NONOWNED AUTO LIAB - RELIGIOUS INSTITUTION
A 602(06-00) MEDICAL EXPENSE COVERAGE
A 602.1 FL(07-16) HIRED AND NONOWNED AUTOMOBILE MEDICAL EXPENSE AMENDMENT
A 605(01-03) RENTAL AUTOMOBILE CONTRACTUAL LIABILITY ENDORSEMENT
A 683(01-06) FLORIDA CHANGES
A 683.1(07-06) HIRED/NONOWNED AUTO UNINSURED MOTORISTS COV-FLORIDA
A 918.1(05-15) FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
A 945.3(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

ITEM 6. PREMIUM: IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

\$1,252.00 DUE AT INCEPTION.

**** SUMMARY OF ADDITIONAL CHARGES (INCLUDED IN ANNUAL PREMIUM) ****

TERRORISM RISK INSURANCE: \$ 7.00 ANNUAL CHARGE

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Copyright, Insurance Services Office, Inc., 1984 & 1994

GENERAL LIABILITY COVERAGE PART DECLARATIONS PAGE

POLICY NO.: 0364331-08-368470

ITEM 1. LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 15,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	\$ 500,000
AGGREGATE LIMIT	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	\$ 10,000
AGGREGATE LIMIT	\$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 15,000
AGGREGATE LIMIT	\$ 45,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.
INCLUDING:

PROTECTING
THE GREATER
GOOD



POLICY NO.: 0364331-08-368470

PREMISES NO: 001 **BUILDING NO:** 001
CONSTRUCTION: FRAME
OCCUPANCY: CHURCH (MODULAR BUILDING)
LOCATION: 10951 E TERRY ST
TOWNSHIP NAME: BONITA SPRINGS FPSA **COUNTY:** LEE
CITY/STATE: BONITA SPRINGS, FL

PREMISES NO: 001 **BUILDING NO:** 002
CONSTRUCTION: FRAME
OCCUPANCY: ED UNIT (MODULAR BUILDING)
LOCATION: 10951 E TERRY ST
TOWNSHIP NAME: BONITA SPRINGS FPSA **COUNTY:** LEE
CITY/STATE: BONITA SPRINGS, FL

ITEM 3. EXCLUSION ENDORSEMENTS:

NONE

OTHER ENDORSEMENTS:

NONE



00117663 000024 C08 011 000

CHURCH MUTUAL INSURANCE COMPANY, S.I.

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

UMBRELLA LIABILITY POLICY DECLARATIONS PAGE EXCESS INSURANCE

POLICY NUMBER: 0364331-81-368471

ITEM 1. NAMED INSURED AND ADDRESS:

OAK RIVER CHURCH INC
10951 E TERRY ST
BONITA SPRINGS FL 34135-5208

ITEM 2. POLICY PERIOD: FROM 04/29/22 TO 04/29/23 0364331-81-215840
12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN ABOVE. (RENEWAL OF)

ITEM 3. THE NAMED INSURED IS: RELIGIOUS INSTITUTION

ITEM 4. LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT - (ANNUAL)	\$1,000,000
EACH OCCURRENCE LIMIT- (BODILY INJURY AND PROPERTY DAMAGE COMBINED) (ANNUAL)	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT - (COMBINED)	\$1,000,000
SELF-INSURED RETENTION (EACH OCCURRENCE OF OFFENSE NOT COVERED BY UNDERLYING INSURANCE)	\$10,000
UNINSURED/UNDERINSURED MOTORISTS - HIRED AND NONOWNED AUTOMOBILE LIABILITY LIMIT (COMBINED)	\$1,000,000

ITEM 5. FORMS AND ENDORSEMENTS WHICH APPLY TO THIS POLICY:

UMB 8001 (01-04)	UMBRELLA LIABILITY POLICY
UMB 8115 (02-88)	NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM
UMB 8117 (02-88)	ASBESTOS
UMB 8121 (09-94)	EXCLUSION - LEAD LIABILITY
UMB 8124 (01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
UMB 8133 (05-03)	WAR LIABILITY EXCLUSION
UMB 8134 (04-06)	FUNGI OR BACTERIA EXCLUSION
UMB 8141 (07-20)	EXCLUSION - COMMUNICABLE DISEASE
UMB 8203 (02-88)	COUNSELING PROFESSIONAL LIABILITY
UMB 8210 (03-03)	ACQUIRED AUTOMOBILES ENDORSEMENT
UMB 8214 (12-06)	AMENDATORY ENDORSEMENT - PERSONAL INJURY
UMB 8215FL (07-16)	BODILY INJURY DEFINITION
UMB 8216FL (07-16)	CORPORATE ENTITY ENDORSEMENT
UMB 8217 (02-08)	UNINSURED/UNDERINSURED MOTORISTS-HIRED/NONOWNED AUTO
UMB 8527 (04-91)	NOTICE - UMBRELLA LIABILITY UM COVERAGE AVAILABILITY
UMB 8529 (08-06)	AMENDATORY ENDORSEMENT - FLORIDA
UN 914 (12-20)	NOTICE - DISCLOSURE OF TERRORISM PREMIUM

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE (SEE ATTACHED SCHEDULE):

ITEM 7. PREMIUM: IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS IN THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS

PROTECTING
THE GREATER
GOOD



POLICY NO.: 0364331-81-368471

STATED IN THIS POLICY.

\$350.00 DUE AT INCEPTION

**** SUMMARY OF ADDITIONAL CHARGES (INCLUDED IN ANNUAL PREMIUM) ****

TERRORISM RISK INSURANCE:	\$0.00	ANNUAL CHARGE
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ITEM 8. AGENT: 07-104
TERRITORY 07-104
3000 SCHUSTER LANE
MERRILL, WI 54452
(800) 554-2642

**CHURCH MUTUAL INSURANCE COMPANY, S.I.
 UMBRELLA LIABILITY POLICY
 SCHEDULE OF UNDERLYING INSURANCE**

POLICY NUMBER: 0364331-81-368471

TYPE OF INSURANCE

LIMIT OF INSURANCE

GENERAL LIABILITY	\$ 1,000,000	PERSONAL AND ADVERTISING INJURY
	\$ 3,000,000	GENERAL AGGREGATE
	\$ 1,000,000	EACH OCCURRENCE (BODILY INJURY AND PROPERTY DAMAGE)
	\$ 1,000,000	PRODUCTS/COMPLETED OPERATIONS AGGREGATE

COMPANY PROVIDING THE INSURANCE: CHURCH MUTUAL INSURANCE COMPANY
POLICY PERIOD: 04/29/22 TO 04/29/23

**COUNSELING PROFESSIONAL
 LIABILITY**

\$ 1,000,000	EACH CLAIM
\$ 3,000,000	AGGREGATE

COMPANY PROVIDING THE INSURANCE: CHURCH MUTUAL INSURANCE COMPANY
POLICY PERIOD: 04/29/22 TO 04/29/23

**HIRED AND NONOWNED
 AUTOMOBILE LIABILITY**

\$ 1,000,000	EACH OCCURRENCE
\$ 3,000,000	AGGREGATE

COMPANY PROVIDING THE INSURANCE: CHURCH MUTUAL INSURANCE COMPANY
POLICY PERIOD: 04/29/22 TO 04/29/23

**HIRED AND NONOWNED
 AUTOMOBILE LIABILITY
 UNINSURED/UNDERINSURED
 MOTORIST**

\$ 1,000,000	EACH OCCURRENCE
	AGGREGATE

COMPANY PROVIDING THE INSURANCE: CHURCH MUTUAL INSURANCE COMPANY
POLICY PERIOD: 04/29/22 TO 04/29/23

AUTOMOBILE LIABILITY

\$ 1,000,000	EACH ACCIDENT OR LOSS
---------------------	------------------------------

COMPANY PROVIDING THE INSURANCE: CHURCH MUTUAL INSURANCE COMPANY
POLICY PERIOD: 04/29/22 TO 04/29/23

Mofongo Spot

1431 Rail Head Blvd, Ste 1
Naples, FL 34110
305-910-9226
mofongospot@gmail.com

July 6, 2022

To Whom This May Concern,

This letter serves as a statement to let you know that we will be using  biodegradable packaging to serve our customers and to use as to-go containers.

Sincerely,

Josh Almanzar

Owner

YOUR NAME



The UPS Store®
8951 Bonita Beach Rd.
Suite 525
Bonita Springs, FL 34135-4208

7/7/2022

Approx. 4 ~~6~~₈ Pieces of mail dropped
off for usps at ups store 1822
at 9:20 AM.

Thank you,

Alvin Barkhausen
ups Store Manager

Mofongo Spot

1431 Rail Head Blvd, Ste 1
Naples, FL 34110
305-910-9226
mofongospot@gmail.com

July 6, 2022

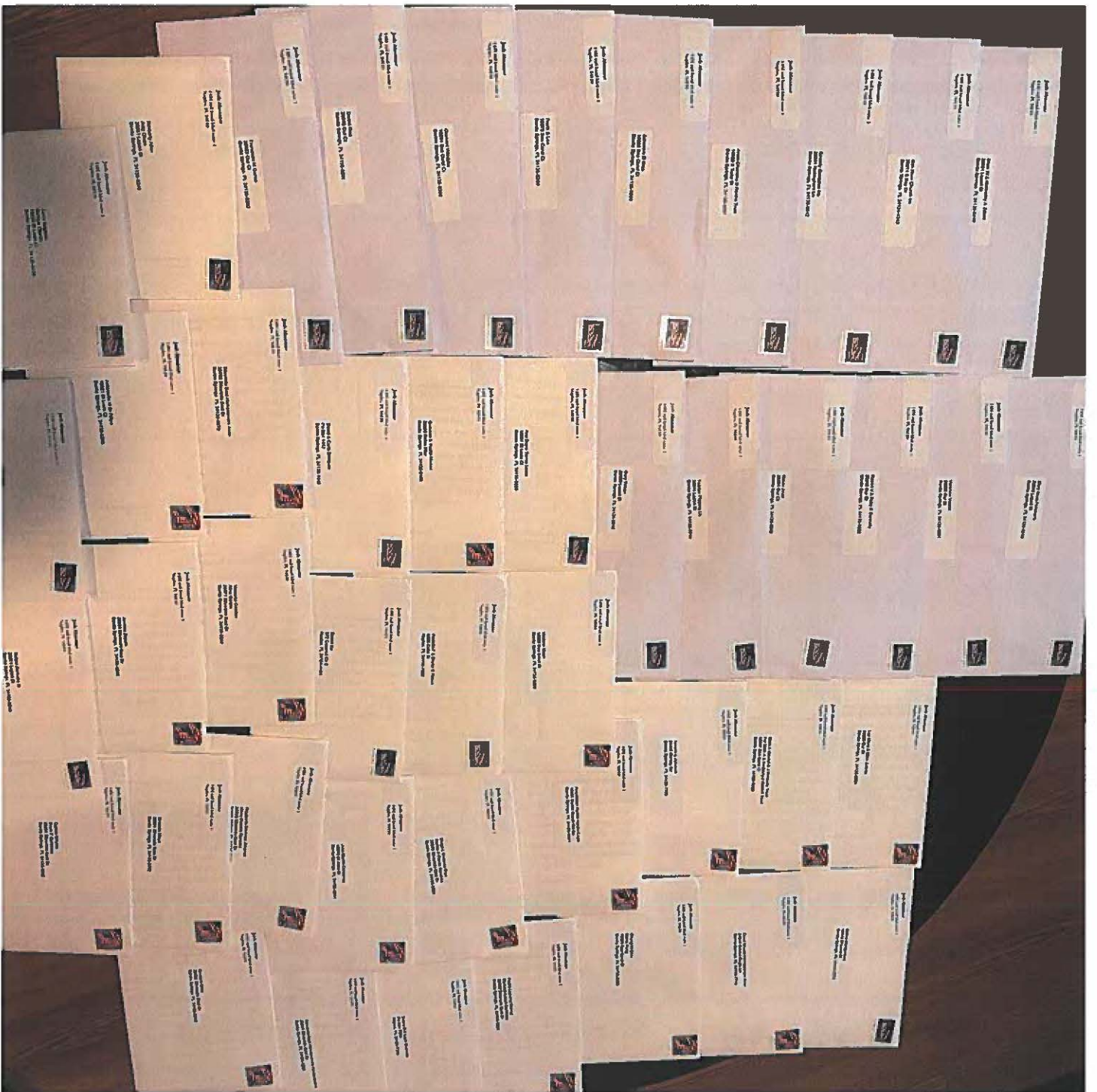
To Whom This May Concern,

Our food truck will be operating at Oak River Church whose address is 10951 E Terry St, Bonita Springs, FL 34135 Monday-^{Saturday}~~Sunday~~ from 11 AM until 8 PM. We will not be operating when Oak River Church is in service which is every Sunday from 9:30 AM until 10:30 AM.

Sincerely,

Josh Almanzar

Owner





**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY	POLICY NUMBER:
NAMED INSURED: BEAUTY HEALTH & TRADE ALLIANCE	PLE738466
CERTIFICATE HOLDER: MF MOFONGO SPOT	CERTIFICATE NUMBER:
ADDRESS: 28190 Crest Preserve Circle Unit 6301, Bonita Springs, Florida 34135	F151397
POLICY PERIOD: 04/16/2022 to 04/16/2023 12:01 A.M. Standard Time at the Address of The Certificate Holder	

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
General Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit	\$	300,000 Any One Premises
Medical Expense Limit	\$	5,000 Any One Person
Professional Coverage Extension	\$	Not Purchased Each Claim
	\$	Not Purchased Aggregate
Professional Coverage Deductible	\$	Not Purchased Each Claim
Liability Deductible		None

FORM OF BUSINESS: LLC

PREMIUM:	\$	169
BHTA Fee:	\$	76.38
TOTAL ANNUAL COST:	\$	245.38 (The cost is 100% earned/non refundable)
CODE NUMBER: 11168	PREMIUM BASIS: Gross Sales	EXPOSURE: Up to \$50,000
BUSINESS DESCRIPTION: Vendor, Distributor, or Manufacturer of food products; Food Trailer		

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@vlioprogram.com

ADMINISTRATOR'S SIGNATURE:

**Mailing list of
property owners
within 1000ft
from proposed
vending location.**

Evidio B & Lupe Guevara
Po Box 7334
Naples, FL 34101-7334

Daniel Ilie
972 Coconut Cir E
Naples, FL 34104-4404

Eugenio Qomez
Angela Marie Gomez
Po Box 111108
Naples, FL 34108-0119

Rodolfo F & Skylar E Rosas
5305 Catts St
Naples, FL 34113-7852

David & Carla Enriquez
Po Box 1442
Bonita Springs, FL
34133-1442

Oak River Church Inc
26911 S Bay Dr
Bonita Springs, FL
34134-4343

Salvatore D Giso
10868 Sea Coral Ct
Bonita Springs, FL
34135-5200

Frank S Lee
10875 Sea Coral Ct
Bonita Springs, FL
34135-5200

Clement Wlodyka
10881 Sea Coral Ct
Bonita Springs, FL
34135-5200

Chung W Chiu
Manty Fung
10899 Sea Coral Ct
Bonita Springs, FL
34135-5200

Vladimir Vlasik
10893 Sea Coral Ct
Bonita Springs, FL
34135-5200

Mark A Westall & J Kimberly
Trust
For Mark A & Kimberly J
Westall Trust
10887 Sea Coral Ct
Bonita Springs, FL
34135-5200

Luz Maria & Elias Jurado
26880 Our Ct
Bonita Springs, FL
34135-5201

Daniel Rico
26842 Our Ct
Bonita Springs, FL
34135-5201

Veronica Valdez
26862 Our Ct
Bonita Springs, FL
34135-5201

Robert V & Ruby K Connolly
26843 Our Ct
Bonita Springs, FL
34135-5202

Nolvia Jovel
26891 Our Ct
Bonita Springs, FL
34135-5202

Francisco M Garcia
26863 Our Ct
Bonita Springs, FL
34135-5202

Anne-Charlotte B Renfro
Trust
10926 E Terry St
Bonita Springs, FL
34135-5207

Speedy Gonzalez Inc
26651 Nottingham Ln
Bonita Springs, FL
34135-5242

Brian W & Kimberley A
Zobott
26991 Leport St
Bonita Springs, FL
34135-5249

Tsikitas Flipping Llc
26941 Leport St
Bonita Springs, FL
34135-5249

Gary Wroan
26930 Leport St
Bonita Springs, FL
34135-5249

Mary Anna Fehskens
26910 Leport St
Bonita Springs, FL
34135-5249

Rafael Zamudio Sr
26911 Leport St
Bonita Springs, FL
34135-5249

Kimberly Allen
Amy Olson
26931 Leport St
Bonita Springs, FL
34135-5249

Zaida Sagredo
Enrique Carrillo
10820 St Lucia Ct
Bonita Springs, FL
34135-5259

Owner Record
10830 St Lucia Ct
Bonita Springs, FL
34135-5259

Donna Montgomery
10840 St Lucia Ct
Bonita Springs, FL
34135-5259

Ana Deysi Torres Lovos
10831 St Lucia Ct
Bonita Springs, FL
34135-5260

Antoniette M Di Fillipo
10821 St Lucia Ct
Bonita Springs, FL
34135-5260

Jose Martin Cardenas
10870 St John Ct
Bonita Springs, FL
34135-5261

Silverado East Homeowners
Assn
26760 Silverado East Dr
Bonita Springs, FL
34135-5279

Pedro Lezama Ramos
Manuela Lopez Carrasco
26860 Silverado East Dr
Bonita Springs, FL
34135-5281

Unknown Heirs Of
Dorothy R Brown
26830 Silverado East Dr
Bonita Springs, FL
34135-5281

Rigoberto Ramirez Jimenez
Maria Dolores Ramirez
26850 Silverado East Dr
Bonita Springs, FL
34135-5281

Diego L Martinez Diaz
Bertha A Flores Sanchez
26870 Silverado East Dr
Bonita Springs, FL
34135-5281

Silverado East Homeowners
Association In
26841 Silverado East Dr
Bonita Springs, FL
34135-5282

Graciela Ortiz
26831 Silverado East Dr
Bonita Springs, FL
34135-5282

Vincente Cendan
Alina Garcia
26871 Silverado East Dr
Bonita Springs, FL
34135-5282

Camilo Giraldo
Deysi F Gonzalez
26861 Silverado East Dr
Bonita Springs, FL
34135-5282

Jesenia Zapata
26851 Silverado East Dr
Bonita Springs, FL
34135-5282

Griselda Moya
26881 Silverado East Dr
Bonita Springs, FL
34135-5282

Conrado & Yadith Munoz
26650 Robin Way
Bonita Springs, FL
34135-6196

Noreen L Johnson
25441 Carney Cir
Bonita Springs, FL
34135-7745

Coral Woods Homeowners
Assn
24344 Golden Eagle Ln
Bonita Springs, FL
34135-7778

Acquisition Rental Holdin
Cape
10951 Bonita Beach Rd Se
Bonita Springs, FL
34135-9011

Springs Area Housing
Bonita
Dev Corp
Po Box 367808
Bonita Springs, FL
34136-7808

REQUESTED MOTION: Authorize staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2022-2023 Entitlement budget for public infrastructure within the defined eligible areas.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 2) Transportation, 3) Strengthens City Finances, 4) Environmental Protection, 5) Community Aesthetics, 8) Economic Development

BACKGROUND: Lee County notified the City that our FY 2022-2023 Community Development (CDBG) Entitlement allocation is \$277,999. The Urban County Agreement between Lee County and the City allows Lee County to retain administration cost. The County is not charging the City administrative cost this fiscal year. The City's total allocation will be coming to the City.

The City received a letter from Lee County Human and Veteran Services (LCHVS) on June 30, 2022 outlining the City's proposed allocation. In conjunction with the Urban County Agreement, the City is now providing a specific budget and project allocation for the FY2022-2023 projects.

Staff is recommending the FY2022-2023 CDBG allocation be utilized for Public Facilities – Infrastructure Projects. The multi-use pathway projects below incorporate both design/plans/permitting and construction:

Rosemary Drive - Old 41 Road to Vagabond Way

Pine Avenue - West Terry Street to Covered Basketball Court entrance

Goodwin Street - Old 41 Road to Matheson Avenue

All projects are located in a Low-Moderate Income Area and qualify for funding according to HUD regulations.

STAFF RECOMMENDATION: Authorize staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the eligible projects for the City's CDBG Entitlement funds for FY2022-2023

ATTACHMENTS:

1. Letter to Lee County Human and Veterans Services
2. Lee County CDBG Proposed FY2022-2023 Entitlement Funding Letter

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other_____



August 3, 2022

Roger Mercado, Director
Lee County Human and Veteran Services
2440 Thompson Street
Fort Myers, FL 33901

RE: City of Bonita Springs FY2022-2023 Budget Allocation

Dear Mr. Mercado:

Please be advised that at the August 3, 2022 City Council meeting, Council reviewed the proposed project list for budget allocation for the FY2022-2023 U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) allocation for our jurisdiction. The Council determined that it will be in the City's best interest to use the FY2022-2023 funds for Public Facilities, in particular, multi-use pathways (roads, drainage and infrastructure), pursuant to Chapter 6 of the HUD manual.

Allocations for particular projects are expected for the following projects (all located within a Low/Moderate Income Area):

Rosemary Drive – Old 41 Road to Vagabond Way
Pine Avenue – West Terry Street to covered basketball court entrance
Goodwin Street – Old 41 Road to Matheson Avenue

City staff have vetted these projects with County staff and all projects listed above are currently under review, design, planning, and/or construction.

Should you have any questions or need more information, please feel free to contact my staff member, Elly Soto McKuen, at (239) 949-6262 or through email at Elly.McKuen@Cityofbonitasprings.org.

Sincerely,

Arleen M. Hunter, AICP
City Manager

Cc: City of Bonita Springs Mayor and Council
Roger Desjarlais, Lee County Manager
Marc Mora, Assistant County Manager
Andrea Fraser, Deputy County Attorney
Rae Isley, Fiscal Manager, Lee County Human and Veteran Services
Kim Usa, Program Manager, Lee County Human and Veteran Services
Jeannie Sutton, Deputy Director, Lee County Human and Veteran Services
Debbie Filipek, City Clerk
Matt Feeney, Assistant City Manager
Derek Rooney, City Attorney

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.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 M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150



Lee County

Southwest Florida

BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

June 30, 2022

Arlene Hunter, City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: U.S. Housing and Urban Development (HUD) Annual Plan FY 2022-2023
Community Development Block Grant (CDBG)

Ms. Hunter,

At this time we suggest City of Bonita Springs begin its Project Plan for the Annual Plan submission cycle for the U.S. Department of Housing and Urban Development (HUD) Fiscal Year (FY) 2022 beginning October 1, 2022. The proportional allocation for your jurisdiction from HUD for FY 2022 is as follows.

Actual Allocation
\$277,999

Please refer to the Urban County Agreement for additional guidelines. The final project and budget are due by **August 1, 2022**. Project and budget information should be mailed to Clare Molloy at Lee County Human and Veteran Services, 2440 Thompson St., Fort Myers, FL 33901 or e-mailed to CMolloy@leegov.com.

If you have questions, please contact Clare Molloy at (239) 533-7905 or CMolloy@leegov.com.

Sincerely,

Roger Mercado, Director
Lee County Human and Veteran Services

cc: Roger Desjarlais, County Manager
Marc Mora, Assistant County Manager
Andrea Fraser, Deputy County Attorney
Rae Isley, Fiscal Manager, Human and Veteran Services
Kim Usa, Program Manager, Human and Veteran Services

JUL 11 2022 PM 12:57

REQUESTED MOTION: (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE LEASE OF REAL PROPERTY KNOWN AS IMPERIAL CROSSING IN THE OLD 41 DOWNTOWN; AND PROVIDING FOR EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: First Reading

STRATEGIC PRIORITY: #3 Strengthen/Enhance City Finances, #8 Economic Development

BACKGROUND:

On May 28, 2021, Barron Collier Companies submitted an unsolicited letter of interest to enter into an agreement to design and construct public recreational and civic facilities under a long term commercial and residential land lease in public-private partnership with the City on Imperial Crossing (Bamboo) parcels in Downtown Bonita. The City received letters of interest from three parties and ultimately selected the proposal from Barron Collier Companies.

Section 27 of the City Charter requires the adoption of an ordinance authorizing the conveyance or lease of city real property in excess of \$15,000 in value.

A final agreement covering all lease terms will be available and approved by the Council with the second reading of this ordinance.

STAFF RECOMMENDATION: Move draft ordinance to second reading in September.

ATTACHMENTS:

1. Draft Ordinance

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
ORDINANCE NO. 22 -**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS;
AUTHORIZING THE LEASE OF REAL PROPERTY KNOWN AS
IMPERIAL CROSSING IN THE OLD 41 DOWNTOWN; AND
PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Section 27 of the City of Bonita Springs Charter requires the adoption of an ordinance to authorize the conveyance or lease of real property by the City when the value of such property exceeds \$15,000; and

WHEREAS, on May 28, 2021, Barron Collier Companies submitted an unsolicited letter of interest to enter into a long-term land lease to design and construct public recreational and civic facilities under a long term commercial and residential land lease in public-private partnership with the City; and

WHEREAS, the City subsequently issued a notice to proceed and sought additional proposals pursuant to Section 255.065, Florida Statutes; and

WHEREAS, following the June 16, 2021 City Council Workshop and subsequent selection process, Barron Collier Companies proposal was selected to develop the project at Imperial Crossing (also known as the Bamboo parcels) supporting City efforts to revitalize the Old 41 Road historic downtown; and

WHEREAS, City Council at their September X, 2022 meeting, entered into a comprehensive final agreement to lease the property from the City and develop in accordance with mutually agreed terms.

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

SECTION ONE: RECITALS

The forgoing recitals are hereby adopted as legislative findings and incorporated herein as though set forth below.

SECTION TWO: AUTHORIZING CONVEYANCE

City Council of Bonita Springs hereby authorizes the lease of certain real property, described in Exhibit "A" attached hereto for a term not to exceed 99 years and subject to the conditions contained in the Comprehensive Agreement between the City and Barron Collier Companies on September X, 2022.

SECTION THREE: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___th day of September, 2022.

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
AGENDA ITEM SUMMARY**

Green Sheet No. 22-08-119
August 3, 2022

REQUESTED MOTION: (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

AGENDA: First Reading

STRATEGIC PRIORITY: 3) Strengthen/Enhance City Finances

BACKGROUND:

On July 20, 2022, City Council directed the staff to draft an ordinance to maintain the Florida Power and Light electric franchise fee at the current rate of 4% without providing for a sunset.

The 2022-2023 draft budget includes electric franchise fee revenue of \$3,200,000 based upon the current rate of 4%.

The Franchise Agreement rate change will be effective December 31, 2022.

Staff has included a schedule of current rates for neighboring and comparable jurisdictions.

The second reading is tentatively scheduled for August 17, 2022.

Staff requests that Council authorize the Mayor to execute Florida Power and Light documentation to facilitate maintaining the current rate.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing.

ATTACHMENTS:

1. Draft Ordinance
2. Comparative Rate Data

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

ORDINANCE NO. 22-__

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS;
EXTENDING THE ELECTRIC UTILITY FRANCHISE FOR
FLORIDA POWER AND LIGHT COMPANY, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Bonita Springs (“City” or “Grantor”) recognizes that the citizens of the City need and desire the benefits of electric service; and

WHEREAS, Florida Power & Light Company (“FPL” or “Grantee”) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the City entered into a franchise agreement through Bonita Springs Ordinance No. 00-08, providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions; and

WHEREAS, Bonita Springs City Council has elected to exercise its option in Section 5 (c) of the franchise agreement, by increasing the rate of the franchise payment.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Section 5 of Ordinance No. 00-08 is hereby amended as set forth below, with deleted text identified with strike through and additional text identified with underlining.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing sixty (60) days after the effective date of this Ordinance and each month thereafter for the remainder of the term of this

franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending sixty (60) days prior to each such payment will equal three (3% percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed three (3%) percent of such revenues for any monthly billing period of the Grantee.

Section 5(b): Notwithstanding the above, for the first eighteen months of this franchise, the Grantee shall pay to the Grantor an amount equal to four (4%) percent of the Grantee's billed revenues, as specified in Section 5(a).

Section 5(c): It is further provided that the Grantor shall have the option, subject to the limitations specified below, once each calendar year to increase or reduce the amount to be paid by the Grantee as consideration for this franchise, such option to be exercised by the adoption of an ordinance, certified copy of which must be delivered to the Grantee no later than ninety (90) days before any such increase or reduction is to become effective. Such ordinance shall provide that the Grantee shall pay to the Grantor, no later than thirty (30) days after the end of the Grantee's first billing period and no later than 30 days after the end of each succeeding monthly billing of the Grantee during the term of this franchise,

an amount which when added to the amount of all City licenses, excise fees or charges (except ad valorem property taxes and non-ad valorem special assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending thirty (30) days prior to each such payment will equal five (5%) percent (or such lesser percentage as the Grantor may elect) of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each such payment, and in no event shall the Grantee's payment for the rights and privileges granted herein exceed five (5%) percent, or such percent of such revenues as specified by the Grantor in the exercise of its option, for any monthly billing period of the Grantee. In no event may the Grantor increase the amount by more than one (1%) percent from the percentage then being collected in any given year. The Grantor shall have the option to reduce the amount to be paid by the Grantee to zero, but in no event shall the Grantor have the option to increase the percentage used to calculate the amount to be paid by the Grantee as consideration for this franchise to any percentage which is greater than five (5%) percent. The Grantor's option hereunder shall be limited solely to the percentage to be used in the calculation of the amount to be paid by the Grantee as consideration for this franchise and as specifically set forth in this subsection, and no other section or provision of this franchise ordinance may be altered, amended or affected by the Grantor without the concurrence of the

Grantee. Nothing herein shall require the Grantor to exercise its option hereunder.

Section 5(d): Grantor hereby exercises its option set forth in Section 5(c) to increase the amount to be paid by Grantee as consideration for this franchise. Subject to the limitations and other provisions specified in Section 5(c), Grantee shall, commencing on December 31, 2022, increase its payment to Grantor to four (4%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each payment.

Section 2. All other terms of Ordinance No. 00-08 remain the same.

Section 3. The effective date of this ordinance shall be thirty (30) days from its adoption date, with the fee to go into effect December 31, 2022.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of August, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Corrie

Gibson
Quaremba
Steinmeyer

Date filed with City Clerk: _____

Franchise Fee

<i>Current Rates</i>			
	Franchise Fee	Public Service Tax	Total Fees
City of Sanibel	3.00%	n/a	3.00%
City of Bonita Springs	4.00%	n/a	4.00%
Lee County Unincorporated	4.50%	n/a	4.50%
Village of Estero	4.50%	n/a	4.50%
City of Cape Coral	3.00%	7.00%	10.00%
Town of Fort Myers Beach	n/a	10.00%	10.00%
City of Naples	5.90%	7.00%	12.90%
City of Fort Myers	5.90%	10.00%	15.90%
City of Sarasota	6.00%	10.00%	16.00%

Should current rate sunset, revenue will be reduced by \$800,000 and rate would revert to 3.00%

REQUESTED MOTION: (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA RELATING TO THE LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR INTENT; PROVIDING FOR LOCAL COMMUNICATIONS SERVICES TAX RATE; AND PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

AGENDA: First Reading

STRATEGIC PRIORITY: #3 Strengthen/Enhance City Finances

BACKGROUND:

On July 20, 2022, City Council directed the staff to draft an ordinance to maintain the communications services tax at the current rate of 3.61% without providing for a sunset.

The 2022-2023 draft budget includes communications services tax revenue of \$1,296,600 based upon the current rate of 3.61%.

Florida Statutes § 202.21 requires that a municipality changing the rate must notify the Department of Revenue (DOR) as to the ordinance adoption by September 1 for a rate change effective on January 1.

Staff has included a schedule of current rates for neighboring and comparable jurisdictions.

The second reading is tentatively scheduled for August 17, 2022.

STAFF RECOMMENDATION: Move to the Second Reading

ATTACHMENTS:

1. Draft Ordinance
2. Comparative Rate Data

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, FLORIDA
ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA RELATING TO THE LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR INTENT; PROVIDING FOR LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 202, §202.19(2), Florida Statutes, municipalities may levy a local communications service tax on voice, data, audio, video, or any other information or signals transmitted by any medium; and

WHEREAS, the City has previously authorized the imposition of a local communications service tax below the maximum rate of 5.1%.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1. INTENT.

It is the further intent of the City of Bonita Springs to extend its local communications services tax rate effective January 1, 2023 as provided in Florida Statutes §202.19(2)(a) to an increased tax rate of 3.49 %, which is below the maximum tax rate of 5.1% for municipalities that choose not to levy permit fees.

SECTION 2. INCREASED LOCAL COMMUNICATIONS SERVICES TAX RATE.

The local communications services tax conversion rate established under Florida Statutes §202.20(1)(b), Florida Statutes, for the City of Bonita Springs is 1.70%, which is less than the maximum rate of 5.1% for municipalities that have not chosen to levy permit fees as established in Florida Statutes §202.19(2)(a), Florida Statutes. The local communications services tax rate for the City of Bonita Springs is increased to 3.49% in addition to the .12% add-on for municipalities that do not require permits as authorized by Resolution No. 01-37, for a total rate of 3.61%. This increased rate is to be effective from January 1, 2023.

SECTION 3. NOTICE TO THE DEPARTMENT OF REVENUE.

The City of Bonita Springs directs that notice of the increased local communications services tax rate be provided to the Department of Revenue by providing a copy of this ordinance, along with DOR Form DR-700021, postmarked on or before September 1, 2022, as provided in Florida Statutes §202.21.

SECTION 4. SEVERABILITY.

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5: EFFECTIVE DATE.

The effective date of this ordinance shall be thirty (30) days from its adoption date, with the effective date of the tax increase commencing on billing after January 1, 2023.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of August 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Communications Services Tax

<i>Current Rates</i>	
City of Bonita Springs	3.61%
Lee County Unincorporated	3.61%
Village of Estero	3.61%
City of Cape Coral	5.22%
City of Fort Myers	5.22%
Town of Fort Myers Beach	5.22%
City of Naples	5.22%
City of Sanibel	5.22%
City of Sarasota	5.32%

Should current rate sunset, revenue will be reduced
by \$660,000 and rate would revert to 1.82%

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: Public Hearing

STRATEGIC PRIORITY:

BACKGROUND:

Bonita Springs Utilities is requesting to adopt an adjustment to the current tariff (rate) structure specifically relating to BSU's aid-to-new construction and miscellaneous charges to address recent inflationary pressures after several years without such an adjustment.

Pursuant to Section 27 of the Charter, a petition for rate changes must be approved by Ordinance. The first reading was held on July 6, 2022.

STAFF RECOMMENDATION: Approve

ATTACHMENTS: Draft ordinance and exhibit.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

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CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2022 -

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS,
FLORIDA, APPROVING THE PETITION OF BONITA
SPRINGS UTILITIES, INC., TO INCREASE ITS WATER
AID-TO-NEW CONSTRUCTION FEES AND CERTAIN
MISCELLANEOUS SERVICE CHARGES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Bonita Springs Utilities, Inc. ("BSU") provides water and wastewater service within and outside the City of Bonita Springs pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida ("Franchise");

WHEREAS, the City of Bonita Springs received the Petition dated May 16, 2022, to amend its Tariff for waster aid-to-new construction and miscellaneous special service charges, which Petition was accepted by the City Council at its regular meeting of June 15, 2022 and is attached hereto as Exhibit A; and,

WHEREAS, the City Council has set the said Petition for a public hearing on July 20, 2022, at 9:00 a.m., and caused due notice thereof to be published in the Fort Myers News-Press, a copies of which said notice are on file with the City Clerk; and,

WHEREAS, a public hearing was held on July 20, 2022 in the City Council Chambers, Bonita Springs, Florida, at which time BSU presented evidence and testimony in support of its Petition, and all interested parties were permitted to address the Bonita Springs City Council and to make a statement of record, and the Council, after being fully advised in the premises, makes the following determinations:

**NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF
THE CITY OF BONITA SPRINGS, FLORIDA, THAT:**

Section 1. Recitals.

Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. Amended Tariff Adopted.

The revised Tariffs, as proposed by BSU in its Petition, is hereby approved and granted.

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Section 3. Effective Date.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this _____ day of _____, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs,
Florida this _____ day of _____, 2022.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:	
Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Exhibit A

BONITA SPRINGS UTILITIES, INC.

PETITION TO AMEND TARIFFS

Bonita Springs Utilities, Inc., ("BSU" or "Company"), a not-for-profit Florida corporation, hereby files its Petition to Amend Tariffs to increase Water Aid-to-New Construction (ANC) Fees and certain Miscellaneous Service Charges and in support thereof provides the following:

A. Purpose of the Petition

Pursuant to that certain Franchise Agreement by, between and among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida dated October 2, 2002 and enacted as City of Bonita Springs Ordinance No. 02-14, and as subsequently amended ("Franchise"), the Company provides water and wastewater service within the City, a portion of the Village of Estero and certain unincorporated areas in Southwest Lee County.

In order to keep up with growth in the service area, BSU currently has underway a 4.0 million gallon per day (MGD) expansion of its reverse osmosis (RO) water treatment plant. BSU is increasing its water ANC Fee to recover a portion of the cost of this plant expansion from the new development and customers it will serve. No update to wastewater ANC fees is requested at this time.

In addition, the Company charges for certain miscellaneous services requested by individual customers. These may include services provided to new development such as a project plan review fee, new service line installation fee, and a meter installation fee. These charges have not increased in many years and more recently, inflation has significantly increased the cost of providing these services. These charges are paid only by the individual members or developers requesting these services.

B. The Water System Expansion

The Company operates a 9.0 MGD lime softening water treatment plant and a 6.52 MGD RO water treatment plant. BSU is expanding the RO water treatment plant capacity by 4.0 MGD. The water source for this expansion is the Upper Florida (brackish water) aquifer. Use of this aquifer and RO treatment technology is consistent with the South Florida Water Management District's Lower West Coast Water Supply Plan. The expansion includes a building expansion, two 2.0 MGD RO treatment trains (membrane groups), one new cartridge filter, one new sand strainer, one transfer pump with expanded clear well, bypass blending enhancements, well siting and construction of up to twelve new wells, well generators, raw water transmission mains from the wells to the plant site, mechanical, electrical, structural, instrumentation and control features to integrate with the existing facilities. Ancillary work includes hydraulic modeling of the raw water transmission mains, hydrogeological services for well drilling, and site design services for raw water transmission mains. The estimated cost for the RO water treatment plant expansion is \$43,000,000. Construction is expected to be completed in the fall, 2023. The cost is being funded through a \$20,000,000 Lee County Industrial Development Revenue Bond Issue, water ANC Fees, and cash on hand.

C. The ANC Fee and Miscellaneous Utility Fee Study

Raftelis Financial Consultants, Inc. (Raftelis) is a utility, rate and financial consulting firm headquartered in Maitland, Florida. Raftelis is one of the premier water and wastewater financial consultants in the State, servicing a number of local government utilities in Southwest Florida and throughout the State. BSU engaged Raftelis to update its ANC Fees and review its miscellaneous service charges. Attached hereto as **Exhibit "A"** is the Aid-to-New-Construction and Miscellaneous Utility Service Fee Study (the "Study"). The Study supports an increase in Water ANC Fees and certain miscellaneous service charges.

D. Water ANC Fee Increase

ANC Fees (impact fees) are paid by each new connection to the system to defray all or a portion of the cost of providing service to the property. The Study is based on industry accepted methodologies used to develop utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and/or wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. The fees received by the utility must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to that used in 2007 to support existing ANC fees.

The table below shows water ANC fees for the industry standard ¾ inch connection. Larger meter sizes correspond to a higher ANC Fee based on industry standard meter equivalency ratios.

<u>Class of Service</u>	<u>Existing</u>	<u>Proposed</u>	<u>Increase</u>
Single-Family, Duplex, Triplex (per Unit)	\$ 2,600	\$ 3,040	\$ 440
Multi-family and Mixed-Master (per Unit)	\$ 2,080	\$ 2,432	\$ 352
Assisted Living Facility (per ERC) (1)	\$ 2,600	\$ 3,040	\$ 440
General and Irrigation Service (2)	\$ 2,600	\$ 3,040	\$ 440

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

(2) ANC Fees for larger meter sizes for this class of service are set forth in exhibits.

Rates and charges differ among utilities for a variety of factors including customer base, system growth, customer type and location, required level of treatment, water source, age and service life of system, excess plant capacity, level of impact fees, and differences in loan covenants. The table below shows a comparison of water ANC fees (impact fees) with other local utility providers for the industry standard ¾ inch residential connection:

<u>Utility</u>	<u>Water Fee</u>
BSU – Existing	\$ 2,600
BSU – Proposed	\$ 3,040
Cape Coral	\$ 2,551
Collier County	\$ 3,382

Fort Myers	\$ 2,023
Marco Island	\$ 3,740
Lee County	\$ 2,440

E. Miscellaneous Service Charges

The Study analyzes and recommends changes to certain miscellaneous service charges based on the Company's cost of service and provides a comparison to the charges of other utilities. A Table summarizing the existing and proposed miscellaneous service charges is attached hereto as **Exhibit "B."** These Tariff changes are necessary for the Company to recover its cost of providing these services. If the cost of providing these services to the individual customer requesting them are not paid by that customer, then they are in part by the general body of customers.

F. Request for Relief

The Franchise, in part, provides that: "At all times, however, Utility shall be authorized to charge and collect revenues sufficient to cover 100% of its reasonable cost of operation and maintenance on its facilities, plus fully comply with its debt service coverage obligations". The Company's ANC Fees and miscellaneous service charges are cost based and generally competitive when compared to those of neighboring utilities.

WHEREFORE, Petitioner submits that the requested charges are reasonable, fair, and just. The Company hereby gives notice pursuant to Section Five (B) of the Franchise of its intention to impose such new charges, subject to City consent. The Company requests this Honorable Council set a public hearing and take such other action as may be required by law to hear this Petition and consent to the amended Water Tariff and Wastewater Tariff in the forms attached hereto as **Exhibit "C"** and **Exhibit "D"** respectively.

Respectfully submitted May 13, 2022


 John R. Jenkins, Executive Director
 Bonita Springs Utilities, Inc.



BONITA SPRINGS UTILITIES, INC.

Aid-to-new-construction and Miscellaneous Utility Fee Study

DRAFT

March 28, 2022 DRAFT

EXHIBIT A



RAFTELIS

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LIST OF ABBREVIATIONS USED IN THIS REPORT

ANC fees – Aid-to-new-construction Fees
BSU – Bonita Springs Utilities, Inc.
CIP – Capital Improvement Plan
ERC – Equivalent Residential Connection
GPD – Gallons per day
MADS – Maximum Annual Debt Service
MGD – Million Gallons per Day
O&M – Operations and Maintenance
R&R – Renewal and Replacement
RFC – Raftelis Financial Consultants, Inc.

EXECUTIVE SUMMARY

Background of the Study

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to review and provide recommended adjustments to its existing water and wastewater aid-to-new-construction (ANC) fees and other miscellaneous user fees.

Summary

Based on the analysis set forth in this report, we recommend the Water ANC fees be increased by \$440 from \$2,600 to \$3,040 for the most common and smallest new services (i.e., a 3/4-inch or lower meter). We recommend commensurate increases to larger meter sizes and all customer classes as shown below:

Table 1: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	\$2,600.00	\$3,040.00	\$440.00
Multi-Family and Mixed-Master (per Unit)	\$2,080.00	\$2,432.00	\$352.00
Assisted Living Facility (per ERC) [1]	\$2,600.00	\$3,040.00	\$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 2: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Calculated Fees	Increase
3/4-inch	\$2,600.00	\$3,040.00	\$440.00
1-inch	\$6,500.00	\$7,600.00	\$1,100.00
1-1/2-inch	\$13,000.00	\$15,200.00	\$2,200.00
2-inch	\$20,800.00	\$24,320.00	\$3,520.00
3-inch	\$41,600.00	\$48,640.00	\$7,040.00
4-inch	\$65,000.00	\$76,000.00	\$11,000.00
6-inch	\$130,000.00	\$152,000.00	\$22,000.00
8-inch	\$208,000.00	\$243,200.00	\$35,200.00

The increase is primary due to inclusion of the RO plant expansion to meet new demand requirements.

The table below shows a comparison of ANC fees with other local utility providers:

Table 3: Water ANC Fee Comparison (3/4-inch Single-family Residential)

Utility	Water
BSU – Existing	\$2,600.00
BSU – Proposed	\$3,040.00
Cape Coral	\$2,551.00
Collier County	\$3,382.00
Fort Myers	\$2,023.00
Marco Island	\$3,740.00
Lee County	\$2,440.00

While there is a proposed increase to the Water ANC Fees, we do not recommend any changes to the Wastewater ANC Fees at this time. Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five years, although the next expansion could occur within ten years. When the expansion plans come within the five-year planning horizon, BSU should review its ANC fees and level of service requirements.

Miscellaneous Fees

Section 2 of this report outlines numerous miscellaneous fees in the existing BSU tariffs, and recommends changes in certain fees such as meter installation charges based on current costs. Section 2 also includes fee comparisons with other nearby utilities on many of the miscellaneous fees.

SECTION 1. AID-TO-NEW-CONSTRUCTION (ANC) FEES

Background

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for water and wastewater service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to update its Aid-to-new-construction Fees (ANC Fees). ANC Fees are paid by each new connection to the System to defray all or a portion of the cost of providing service to the property. ANC fees are governed by the franchise agreement requirement of being reasonable, fair, and just. The approach in this report used for the ANC Fees are based on industry accepted methodologies used to develop similar one-time utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. In addition, the fees whereby the benefits received by the applicant must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to the methodology used in 2007 to support BSU's existing ANC fees.

ANC Calculation Approaches

An ANC fee should be based on a rational nexus between the fee being charged and the costs incurred to serve new development. For this reason, it is important that an ANC fee is supported by calculations that tie eligible costs to expansion capacity in a sound manner. ANCs should normally be consistent with at least one of the following two approaches: the *incremental cost method* and the *system buy-in method* (sometimes referred to as the *equity method*). It is not uncommon for these two methods to be blended into a hybrid approach.

The *incremental cost method* follows the logic that growth-driven capital expansion programs should be paid for principally by new users. This method is most appropriate for utilities that dedicate a significant portion of their capital program to accommodating expansion. The incremental cost method often factors in a debt payment offset, removing the net present value of debt principal

payments and financing costs so as to prevent double recovery of these costs (once through the ANC and once through regular rates).

The *system buy-in method* is based on the following logic: because new customers are connecting to an established system that is partially free of debt, they should pay a connection fee that reimburses the utility for the debt-free and non-contributed available capacity that has already been paid for by existing customers. This approach is most appropriate in low growth systems where existing capacity is adequate for serving future customers without significant expansion.

A hybrid approach is used for developing BSU’s ANC fees since there is both significant existing investment in transmission infrastructure and a substantial expansion in treatment facilities.

Development of Water ANC Fee Calculation

ANC fees were developed using the average cost of providing capacity to new growth based on the cost of existing infrastructure plus the cost of developing new facilities. The existing BSU water treatment capacity in terms of gallons per day and equivalent residential units (ERUs) is summarized below:

Table 4: Existing Water Treatment Facility Capacity

Treatment Plant	Capacity (MGD)
RO Water Treatment Plant [1]	8.56
Lime Softening Treatment Plant [2]	9.00
Total	17.56
Level of Service (Gallons per Day per ERU)	250
Equivalent Residential Units Available (Before Expansion)	70,240

[1] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-4.
[2] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-6.

The calculated ERUs of 70,240 shown above are based on the existing water level of service equal to 250 gallons per day. This level of service is comparable to similar other water providers and therefore no additional analysis or change to this amount is recognized for purposes of the ANC calculation.

The Water ANC calculation includes a blend of existing embedded assets that have capacity available for growth plus the cost of new facilities. The summary of existing water assets considered in the ANC analysis are based on the fixed asset records summarized below:

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Table 5: Potable Water Assets

Asset Type [1]	Treatment	Transmission	Total
Treatment Plants	\$91,710,606		\$91,710,606
Wellfield	14,285,650		14,285,650
Aquifer Storage Recovery	3,602,170		3,602,170
Storage Tanks	11,157,722		11,157,722
Other Buildings			
Water Mains [2]		29,702,210	29,702,210
Total Water System	\$120,756,148	\$29,702,210	\$150,458,358

[1] Amounts are gross assets derived from BSU fixed assets as of September 30, 2020. Amounts exclude assets not applicable to water ANC fees such as vehicles and minor equipment.

[2] For purposes of ANC calculations, 25% of water mains are assumed to be transmission with the remaining as localized distribution. The amount shown above includes only the transmission portion of water mains.

As shown above, the fixed assets are allocated between water treatment and transmission for ANC calculations purposes. First, the available capacity may differ between treatment and transmission and, second, utilities occasionally need to separate transmission costs for developments that make significant transmission improvements and are provided credit against the transmission portion of the ANC fee. This second reason is likely not to be common to BSU since most of the transmission system is in place and in the event that a particular development may need to pay for a specific transmission extension, the ANC fee includes embedded transmission facilities that are integral to connecting to the treatment facilities.

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Relying on the fixed assets discussed above, remaining capacity, and other available data, the following shows calculation of water ANC fees:

Table 6: Water ANC Calculation

	Treatment	Transmission	Total
Water Gross Assets (9/30/20)	\$120,756,148	\$29,702,210	\$150,458,358
<u>Existing Allocation to ANC:</u>			
% Capacity Available (see Note 3)	15.00%		
Treatment Assets	\$18,113,422		
MGD	2.634		2.634
ERCs	10,536		
4.0 MGD RO Plant Expansion	\$43,039,209		\$43,039,209
New Total Water Capacity (MGD)	4.000		4.000
Cost per Gallon	\$10.76		\$10.76
LOS (GPD)	250		250
Cost per ERC	\$2,690		\$2,690
Total Cost	\$61,152,631	\$29,702,210	
Water Capacity (MGD)	6.63	10.08	
Cost per Gallon	\$9.22	\$2.95	
LOS (GPD)	250	250	
Cost per ERC	\$2,304.00	\$736.00	\$3,040.00

Existing 3/4" or less (One ERC)	\$2,600
Increased Maximum Fee Amount	\$440

1. Assumes no change to existing level of service (250 gallons per day / ERU).
2. Existing costs based on reported original cost.
3. Availability of existing capacity based on the following:

	ERCs
Max Capacity	70,240
Existing ERCs*	49,667
Remaining	20,573
% Remaining	30.00%
% Recognized	15.00%
(lower % recognized to include lag in new fee implementation and contingency).	

4. Existing transmission capacity based on 2020 average annual daily flow of 10.08 MGD.*

* Source: (Fiscal Year 2020 Annual Engineering Report, p. 2-1.)

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As shown above, the updated water ANC fee is calculated to be \$3,040 per ERC and/or 3/4-inch meter. It should be noted that this analysis is based on available data including the RO capacity expansion cost estimates. There are certain assumptions and observations that should be considered in this analysis, including:

1. The analysis does not use a replacement cost or replacement cost new less depreciation (RCNLD) approach since we are conducting a high-level analysis based on summary assets reported by BSU. Typically adjusting for asset replacement costs would increase the fee calculation, but we do not know how significant the difference in fees might be.
2. The analysis does not include interest on debt funding of expansion assets. Should interest be included, then a debt service credit should be calculated to avoid the appearance of double-counting costs for new growth that becomes ratepayers (since ratepayers fund a portion of debt service).
3. It is assumed the continuation of the ANCs being applied by meter size in accordance to AWWA meter equivalent ratios.
4. There has been no evaluation of the merits of other ANC application methods such as an attributes basis (e.g., based on seats in a restaurant, square feet of retail space, etc.).
5. We do not have an opinion whether BSU's ANC fees fall within the jurisdiction of F.S. 163.31801 (impact fees) and limitations of increases set forth in recent legislative changes. It is likely that BSU is not subject to the provisions of this statute, since BSU is a private company and not a local government, school district or special district referenced in the statute, but Raftelis cannot provide any assurances thereto.

The calculated water ANC fees by meter size are based on established meter equivalent ratios.

Table 7: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	\$2,600.00	\$3,040.00	\$440.00
Multi-family and Mixed-Master (per Unit)	\$2,080.00	\$2,432.00	\$352.00
Assisted Living Facility (per ERC) [1]	\$2,600.00	\$3,040.00	\$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 8: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Equivalent 3/4" Ratios	Calculated Fees	Increase
3/4-inch	\$2,600.00	1.0	\$3,040.00	\$440.00
1-inch	\$6,500.00	2.5	\$7,600.00	\$1,100.00
1-1/2-inch	\$13,000.00	5.0	\$15,200.00	\$2,200.00
2-inch	\$20,800.00	8.0	\$24,320.00	\$3,520.00
3-inch	\$41,600.00	16.0	\$48,640.00	\$7,040.00
4-inch	\$65,000.00	25.0	\$76,000.00	\$11,000.00
6-inch	\$130,000.00	50.0	\$152,000.00	\$22,000.00
8-inch	\$208,000.00	80.0	\$243,200.00	\$35,200.00

Wastewater ANC Fees

Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five (5) years, although the next expansion could occur within 10 years. When the expansion plans come within the five year planning horizon, BSU should review its ANC fees and level of service requirements.

Conclusions and Other Considerations

We have calculated a justified increase in water ANCs fees and provided an updated schedule based on across-the-board increases in fees. By modifying water ANC fees to the maximum justified level, BSU will better enable growth to pay its own way and minimize the cost burden of funding growth related infrastructure to existing ratepayers.

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SECTION 2. MISCELLANEOUS FEES

General

Ancillary or miscellaneous charges are generally established for periodic services such as establishing a new account, meter installation, reconnection charges, and plan review fees. BSU currently has numerous miscellaneous charges authorized in its existing tariffs. Raftelis has worked with BSU staff to identify current costs of these miscellaneous services and provide recommendations on proposed changes to certain fees to reflect current costs. Miscellaneous fees are generally calculated using a “bottom-up” approach (or activity-based costing), meaning costs for each service are developed based on the labor and materials required to perform the requested service. The labor costs generally consist of base hourly rates, which are then adjusted by certain factors to account for taxes / benefits and overhead costs. Taxes and benefits consist of items such as vacation and sick time, holiday pay, health care, pension contributions, FICA taxes, unemployment and worker’s compensation costs. The overhead costs generally include an allowance for supervisory oversight for each employee and service performed. The costs for materials are also adjusted by a reasonable factor above purchase price to account for purchasing and storage costs. Lastly, vehicle rates as obtained from FEMA’s 2021 Schedule of Equipment Rates are used to establish a cost basis, typically per hour of use.

A summary of existing and proposed miscellaneous fees is included in Exhibit 1 at the end of the report. Each fee shown on Exhibit 1 is referenced to the BSU water and/or wastewater tariff, and are listed in generally the same order as found within the tariffs. We include meter installations and backflow preventers at the top of Exhibit 1 since it is the most common miscellaneous fee currently provided. The following provides additional information to certain fees that are proposed to either change significantly, are new fees, or those fees where clarification is needed.

Meter Installation

One of the most common miscellaneous services is new meter and service installations. Material costs for this service have increased substantially due to inflation and changes from manual read to automated technology. Based on current costs of materials and labor and interviews with staff, an average cost was calculated to provide meter installations for service lines already existing and for new service connections. A cost analysis was also performed for backflow preventors. BSU currently charges Water Meter Installation fees when new service lines are required based on each connection requiring a short or long tap. The results are provided on the table below:

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Table 9: Meter Installation and Backflow Installation Charges

Meter Size:	3/4-inch	1-inch	1-1/2-inch	2-inch
Water Meter Installation (Existing Service Line):				
Existing	\$300.00	\$350.00	\$530.00	\$730.00
Proposed	\$570.00	\$790.00	\$1,290.00	\$1,390.00
Water Meter Install & Tap (New Service Line):				
Existing – Short Tap	\$585.00	\$635.00	\$835.00	\$1,240.00
Proposed – Short Tap	\$1,240.00	\$1,460.00	\$2,010.00	\$2,300.00
Existing – Long Tap	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00
Proposed – Long Tap	\$1,560.00	\$1,770.00	\$2,520.00	\$2,620.00
Backflow Preventer:				
Existing	\$250.00	\$290.00	\$525.00	\$605.00
Proposed	\$460.00	\$520.00	\$1,080.00	\$1,300.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibits 2, 3, and 4.

RECOMMENDATION

It is recommended that BSU establish the proposed fees as shown on the table above.

Table 10: Local Comparison of Meter Installation Fees

Meter Size	BSU – Existing	BSU – Proposed	Lee County	Collier County
Existing Service:				
3/4" Meter	\$300.00	\$570.00	\$450.00	\$584.00
1" Meter	\$350.00	\$790.00	\$485.00	\$693.00
1.5" Meter	\$530.00	\$1,290.00	\$530.00	\$1,171.00
2" Meter	\$730.00	\$1,390.00	\$630.00	\$1,476.00
Above 2" Meter	At Cost	At Cost	At Cost	At Cost
New Service:				
3/4" Meter – Short	\$585.00	\$1,240.00	\$1,255.00	\$1,580.00
3/4" Meter – Long	\$1,560.00	\$1,560.00		
1" Meter – Short	\$635.00	\$1,460.00	\$1,290.00	\$1,693.00
1" Meter – Long	\$1,610.00	\$1,770.00		
1.5" Meter – Short	\$835.00	\$2,010.00	\$1,750.00	\$2,323.00
1.5" Meter – Long	\$1,805.00	\$2,520.00		
2" Meter – Short	\$1,240.00	\$2,300.00	\$1,890.00	\$2,677.00
2" Meter – Long	\$2,375.00	\$2,620.00		
Above 2" Meter	At Cost	At Cost	At Cost	At Cost

Irrigation or Auxiliary Use Meter Installation

In addition to water meter installations, a charge is applied when a new service installs an irrigation meter. As with water meters, the current fees are charged based on a long or short tap. Meters above a 3/4-inch are charged at actual costs. The table below summarizes the existing, calculated, and proposed fees for a 3/4-inch irrigation meter installation. Meter sizes above a 3/4-inch should be charged at actual costs.

Table 11: Irrigation or Auxiliary Use Meter Installation Charge for a 3/4-inch Meter

Description	Existing	Calculated	Proposed
Short	\$625.00	\$626.00	\$625.00
Long	\$1,560.00	\$1,113.00	\$1,560.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 5.

Meter Bench Test Fee

A meter bench test is a service performed by BSU when a utility member requests to verify the accuracy of their meter due to operational concerns. This fee is generally charged by BSU only if the bench test shows that the meter is registering within the BSU standard accuracy limits. If the meter is determined to be registering outside of the acceptable accuracy limits, the fee is not charged to the member. For meters larger than 1-inch, the actual cost is charged.

In determining actual costs to perform a meter bench test, the following factors should be included:

- Labor costs plus employee benefits
 - Customer service
 - Distribution technician
- Vehicle and equipment costs

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RECOMMENDATIONS

Based on data provided by BSU, the costs of performing a meter bench test, determined by meter size, are estimated as shown below:

Table 12: Meter Bench Test Fee Calculation

Description	3/4" - 1" Meters
Personnel Costs	\$95.96
Vehicle Costs	33.62
Overhead Costs	19.44
Total Calculated Costs	\$149.02
Proposed Fee	\$150.00
Existing Fee	\$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 6.

As shown above, the calculated cost for a meter bench test for a 3/4-inch and a 1-inch is approximately \$150.00 per individual test. Due to variability when testing meters larger than 1-inch, it is recommended that BSU continue to charge a meter bench test for a meter larger than 1-inch at the actual cost incurred by BSU for such services.

Table 13: Local Comparison of Meter Bench Test Fees

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
3/4" - 1"	\$75.00	\$150.00	\$105.00	\$181.00	\$150.00
1-1/2" & Larger	Actual Cost	Actual Cost	Actual Cost	\$181.00	\$150.00

Reconnection Charges

Reconnection of service occurs for a variety of reasons including:

- Initiation of service for a new member;
- Turn-on/off due to member request based on seasonal occupancy; and
- Delinquency in utility bill payment

The current fee for normal reconnection charge, excluding customer payment delinquency, is \$40.00 per occurrence. BSU currently charges a separate \$50.00 violation reconnection charge. Costs to connect and disconnect service varies depending on if the service provided is during normal business hours or after normal business hours. During normal business hours, utility staff can schedule and perform several connections and disconnections more efficiently. Therefore, services requested after normal business hours incur higher costs resulting primarily to increased labor costs due to higher

pay rates and guaranteed hours requirements. Normal business hours are considered to be between 7:30 a.m. – 5:00 p.m. Monday through Friday, excluding holidays.

RECOMMENDATIONS

Based on customer service and field personnel requirements, the estimated cost to perform a connection / disconnection is determined as follows.

Table 14: Reconnection / Disconnection Fee Calculation

Description	Normal	After Hours
Personnel Costs	\$26.53	\$112.61
Vehicle Costs	5.88	5.88
Overhead Costs	4.86	17.77
Total Calculated Costs	\$37.26	\$136.25
Proposed Fee	\$40.00	\$135.00
Existing Fee	\$40.00	\$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 7.

As shown above, the disconnection / reconnection charge for normal hours is calculated to be approximately the same as the current fee. It is recommended to maintain the existing fee of \$40.00 for normal hours at this time; this proposed charge is consistent with what other utilities charge as shown below.

BSU also offers reconnection after hours (which would typically include later afternoon same day requests) for \$85.00. As shown above it is recommended that BSU increase the existing after-hours fee from \$85.00 to \$135.00. The existing tariff also includes a slightly higher charge of \$50.00 for reconnection of shutoffs due to non-payment violations; it is recommended no changes for this fee.

The following provides a comparison of reconnection charges with nearby utilities.

Table 15: Local Comparison of Reconnection / Disconnection Charges

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
Normal Hours	\$40.00	\$40.00	\$45.00	\$38.00	\$60.00
After Hours	\$85.00	\$135.00	\$135.00	N/A	\$105.00

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Transfer Fees

Transfer fees are a one-time charge to members for transferring ownership of water and/or sewer services to another account. This fee can be charged for different reasons including transferring existing service to a new owner or charged to a new Member-Tenant at an existing service.

The calculation of a transfer fee includes a billing clerk speaking to the member and processing the service request; a customer service representative setting-up an account for the member; and a meter technician reading the meter. The time assumptions for this fee are shown in Exhibit 8. The total cost accrued is \$25.00 after accounting for salaries plus benefits and a supervisor overhead factor.

RECOMMENDATION

It is recommended that BSU maintain the existing charge of \$35.00.

Non-payment Trip Charge

BSU's tariffs provide that when a utility member has not paid their utility bill within 21 days, the customer service department will send a meter technician out to "tag" a door with a notice. The costs recovered in this fee include a customer service representative identifying unpaid bills, generating a work order, and eventually closing a work order; and a meter technician driving to the unit and placing a tag on the member's door. Time assumptions for this fee are shown in Exhibit 9. No change from the existing fee of \$45.00 is recommended.

Plan Review and Inspection Fees

As part of the process for new and redevelopment properties, all engineering documents for the construction of water and/or sewer systems in BSU's franchised service area are submitted for review to the Engineering Department. As part of the review and construction process, Engineering incurs the following minimum activities:

- Design Meetings and conference calls prior to and after proposed development submittal;
- Review development plans and specifications and transmit comments until submittal reaches compliance / approval;
- Pre-construction meeting;
- Regular, milestone, and final walk-through field inspections, including testing of new infrastructure;
- Review and transmit comments until infrastructure dedication (turnover) submittal reaches acceptance; and
- Preparation of all correspondence for approval / acceptance processes.

The current plan review fee charged by BSU is 1.0% of the cost of utility infrastructure subject to review and inspection with a minimum charge of \$500.00.

Based on discussion with the Engineering division of BSU, the review of the engineering documents and the field inspection of the facilities is labor intensive and varies with the size of the construction project. For example, the cost to review and inspect a commercial connection to the system is generally higher than the requirements associated with a single-family dwelling. Therefore, in order to recognize these cost differentials, it is recommended that BSU maintains this fee structure with a minimum fee and a variable component based on the size of the utility infrastructure being added. This is consistent with neighboring Lee County which charges a fee of 1.0% of the contributed asset values with a minimum fee of \$835.00.

RECOMMENDATIONS

Based on an analysis of the typical costs incurred by BSU in the plan review process, it is recommended that the fee based on 1.0% of the cost of the utility infrastructure subject to review and inspection be maintained, but the minimum charge be increased to \$835.00. The minimum charge assumes a maximum of two (2) preliminary plan reviews by BSU staff. After a second request from staff for additional information, it is recommended that BSU charge an additional plan review resubmittal fee of \$250.00. This fee is not currently charged by BSU. After the initial inspection has been completed and a utility member requests an additional inspection, it is recommended that BSU charge a re-inspection fee of \$75.00. Time assumptions for these fees are shown in Exhibits 10 and 11.

Warranty Expiration Televising (Cleaning) Fee

RECOMMENDATION

BSU currently charges a warranty expiration televising fee of \$0.55 per linear foot. BSU provided an evaluation of costs between \$0.77 and \$1.69 per linear foot, based on labor and equipment costs as the televising equipment is very costly, and also reported that local contractors in the area generally charge \$1.25 per linear foot. Based on this information it is recommended that BSU charge \$1.25 per linear foot but reserve the right to review costs for more complicated scenarios. Due to increased cost per linear foot, it is also recommended that the minimum charge be increased from \$250.00 to \$500.00.

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Fire Flow Test

As part of a plan review, a fire flow test is performed by an inspector to determine the water availability in an area for new construction. BSU currently charges a \$75.00 fire flow test charge. After discussions with staff the fee calculation is as follows:

Table 16: Fire Flow Test Fee Calculation

Description	Amount
Personnel Costs	\$47.76
Vehicle Costs	11.75
Overhead Costs	8.93
Total Calculated Costs	\$68.44
Proposed Fee	\$75.00
Existing Charge	\$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 12.

Construction Meter

BSU currently loans out temporary construction meters (or hydrant meters) to customers on an as needed basis. These customers, primarily, building contractors, request BSU supply them with a meter needed to gain access to and measure the usage of the hydrant water. To deter misuse or inadvertent loss of the meter during construction use a deposit amount of \$1,120.00 is charged and held by BSU until the construction meter has been returned.

RECOMMENDATION

It is recommended that BSU increase the construction meter deposit from \$1,120.00 to \$1,500.00 after discussions with staff to better reflect the current cost of purchasing these meters.

Table 17: Local Comparison of Construction Meter Deposits

BSU – Existing	BSU – Proposed	Lee County [1]	Collier County
\$1,120.00	\$1,500.00	\$450.00	\$1,550.00

[1] Lee County charges a deposit based on meter size. Amount shown is for a 1" Meter. A 1-1/2" meter is charged \$910.00, a 2" meter is charged \$1,170.00, and meter sizes above a 2" is charged at actual cost.

Construction Water

As mentioned above, BSU currently loans out temporary construction meters (or hydrant meters) to customers as needed. In addition to the construction meter deposit listed above, a construction water connection / disconnection charge is applied. This charge assumes a customer service representative processing the work order and connecting / disconnecting the meter; an inspector surveying the

construction site; and a project administrator overseeing the process. The complete fee design is shown below.

Table 18: Construction Water Meter Charge Calculation

Description	Amount
Personnel Costs	\$64.85
Vehicle Costs	5.88
Overhead Costs	10.61
Total Calculated Costs	\$81.33
Proposed Fee	\$80.00
Existing Charge	\$40.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 13.

RECOMMENDATION

It is recommended that BSU increase the construction water meter charge from \$40.00 to \$80.00. In addition to a connection / disconnection charge, BSU currently charges \$4.25 per thousand gallons used. It is recommended that BSU continue to charge this amount.

Grease Trap Inspection Fee

During the plan review and inspection process as part of new and redevelopment activities, certain land uses such as new restaurants require installation of grease traps to manage the quality of wastewater generated. Grease traps are unique and require special review outside of the normal plan review and inspection process. Based on discussions with staff a new fee has been developed. A Grease Trap Fee is a one-time fee charged at the time of connection for the following reasons:

- New installation of service / grease trap; and
- Inspection of current grease trap at time of account transfer.

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After discussions with BSU's engineers the following fee was determined:

Table 19: Grease Trap Inspection Fee Calculation

Description	Amount
Personnel Costs	\$714.59
Vehicle Costs	35.25
Overhead Costs	112.48
Total Calculated Costs	\$862.32
 Proposed Fee	 \$150.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 14.

RECOMMENDATION

Based on discussions with BSU staff, we recommend that BSU implement a \$150.00 grease trap inspection fee. Even though the cost of inspections is calculated to be higher than this amount, the goal is to charge for this service but keep the fee nominal to remain affordable for small businesses.

Labor and Equipment

BSU currently has an hourly fee for labor and equipment to charge for service. There is a fee for a one-man crew and another fee for a two- (2) person crew. The hourly rate for each was determined by adding the total salaries plus benefits; a supervisor overhead allocation; and a vehicle cost. The estimated cost of a one-man crew and a two-man crew is \$48.00 and \$82.00, respectively.

RECOMMENDATION

It is recommended that BSU keep the existing hourly charge for a one-man crew at \$65.00 and the existing hourly charge for a two-man crew at \$85.00.

Check for Misread and/or Leak

Members can request for a re-read or a special read at any time excluding final reads. Generally, a member requests a re-read in the case of a high bill inquiry or other related concerns. After hours service is available for a higher charge. The calculation of this fee includes a billing clerk creating a bill and processing payment and a customer service / meter technician creating, processing, and completing a work order. The total cost amounts are shown on the following table:

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Table 20: Check for Misread and/or Leak Fee Calculation

Description	Normal	After Hours
Personnel Costs	\$48.06	\$120.87
Vehicle Costs	11.75	11.75
Overhead Costs	8.97	19.89
Total Calculated Costs	\$68.78	\$152.51
Proposed Fee	\$70.00	\$150.00
Existing Charge	\$35.00	\$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 16.

RECOMMENDATION

It is recommended that BSU implement the fees shown on the table above.

Table 21: Local Comparison of Check for Misread / Re-read Fees Normal Hours

BSU – Existing	BSU – Proposed	Lee County	Collier County
\$35.00	\$70.00	\$45.00	\$33.00

Other Fees

BSU currently has other miscellaneous fees that have been implemented to handle certain unique circumstances. These fees include the following:

- Developer Agreement Administration Fees
- Water Tank Truck Fill-Up
- Bulk Water
- Estoppels Letter Fee (Normal and Rush Delivery)
- Meter Tampering Charge
- Usage Report Fee
- Sewer Tap Locate

Based on discussions with staff and an understanding of the need for these fees and services in the future, we recommend no changes to these fees at this time.

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LIST OF EXHIBITS

- Exhibit 1: Proposed Miscellaneous Charges and Fees
- Exhibit 2: Water Connection / Meter Installation Fee
- Exhibit 3: New Service with Cost to Install Service Line (Tap) – Short
- Exhibit 4: Backflow Preventor
- Exhibit 5: Irrigation or Auxiliary Use Meter Installation
- Exhibit 6: Meter Bench Test Fee
- Exhibit 7: Reconnection and Disconnection Charges
- Exhibit 8: Transfer Fees
- Exhibit 9: Non-payment Trip Charge
- Exhibit 10: Plan Review Resubmittal Fee Calculation
- Exhibit 11: Plan Review Re-inspection Fee Calculation
- Exhibit 12: Fire Flow Test
- Exhibit 13: Construction Water Connection and Disconnect Charge
- Exhibit 14: Grease Trap
- Exhibit 15: Labor and Equipment Charge
- Exhibit 16: Check for Misread and/or Leak

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
<u>Backflow Preventer</u>	WT 48.0 (pg. 25)				
3/4" Meter		\$250.00	\$458.00	\$460.00	
1" Meter		\$290.00	\$517.00	\$520.00	
1.5" Meter		\$525.00	\$1,081.00	\$1,080.00	
2" Meter		\$605.00	\$1,304.00	\$1,300.00	
Above 2" Meter		Actual Cost		Actual Cost	
<u>Water Connection/Meter Installation Fee</u>	WT 49.0 (pg. 26)				
<u>Existing Service (Tap already made):</u>					Actual cost charged for wastewater connection/meter installation fee
3/4" Meter		\$300.00	\$570.00	\$570.00	
1" Meter		\$350.00	\$791.00	\$790.00	
1.5" Meter		\$530.00	\$1,292.00	\$1,290.00	
2" Meter		\$730.00	\$1,386.00	\$1,390.00	
Above 2" Meter		Actual Cost		Actual Cost	
<u>New Service with Cost to Install Service Line (Tap):</u>					
3/4" Meter Short		\$585.00	\$1,237.00	\$1,240.00	
3/4" Meter Long		\$1,560.00	\$1,551.00	\$1,560.00	
1" Meter Short		\$635.00	\$1,458.00	\$1,460.00	
1" Meter Long		\$1,610.00	\$1,772.00	\$1,770.00	
1.5" Meter Short		\$835.00	\$2,207.00	\$2,010.00	
1.5" Meter Long		\$1,805.00	\$2,521.00	\$2,520.00	
2" Meter Short		\$1,240.00	\$2,301.00	\$2,300.00	
2" Meter Long		\$2,375.00	\$2,615.00	\$2,620.00	
Above 2" Meter		Actual Cost		Actual Cost	
<u>Irrigation or Auxiliary Use Meter Installation</u>	WT 50.0 (pg. 26)				
3/4" Meter Short		\$625.00	\$626.00	\$625.00	
3/4" Meter Long		\$1,560.00	\$1,113.00	\$1,560.00	
Above 3/4" Meter		Actual Cost		Actual Cost	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
<u>Check Return</u>	WT 20.0 (pg. 11)				
\$0 - \$50.00		\$25.00		\$25.00	
\$50.01 - \$300.00		\$30.00		\$30.00	
Over \$300.00		\$40.00		\$40.00	Existing rate is \$40 or 5%, whichever is greater
<u>Water Service Deposit</u>	WT 22.0 (pg. 12)				
5/8" x 3/4" Meter		\$65.00		\$65.00	Institutional, Multi-Family & Mixed Master: \$65 per unit of ERC
1" Meter		\$170.00		\$170.00	
1.5" Meter		\$330.00		\$330.00	
2" Meter		\$520.00		\$520.00	
3" Meter		\$1,040.00		\$1,040.00	
4" Meter		\$1,630.00		\$1,630.00	
6" Meter		\$3,250.00		\$3,250.00	
8" Meter		\$5,200.00		\$5,200.00	
<u>Sewer Service Deposit</u>	WWT 22.0 (pg. 14)				
5/8" x 3/4" Meter		\$100.00		\$100.00	Institutional, Multi-Family & Mixed Master: \$100 per unit of ERC
1" Meter		\$250.00		\$250.00	
1.5" Meter		\$500.00		\$500.00	
2" Meter		\$800.00		\$800.00	
3" Meter		\$1,600.00		\$1,600.00	
4" Meter		\$2,500.00		\$2,500.00	
6" Meter		\$5,000.00		\$5,000.00	
8" Meter		\$8,000.00		\$8,000.00	
<u>Meter Bench Test Fee</u>	WT 27.0 (pg. 14)				
3/4" - 1"		\$75.00	\$149.00	\$150.00	This is a customer request for meter accuracy. Charged if meter passes.
1-1/2" & Larger		Actual Cost	\$166.00	Actual Cost	
<u>Normal Reconnection Charge</u>	WT 32.0 (pg. 20)				
Disconnect Charge		\$40.00	\$37.00	\$40.00	
Reconnect Charge		\$40.00	\$37.00	\$40.00	
<u>Violation Reconnection Charge</u>	WT 33.0 (pg. 20)				
Normal Work Hours		\$50.00	\$37.00	\$50.00	
After Hours and Weekends		\$85.00	\$136.00	\$135.00	
Transfer Fees	WT 35.0 (pg. 20)	\$35.00	\$25.00	\$35.00	One charge only for transfer of water, sewer, or both
Usage Reports	WT 36.0 (pg. 20)	\$50.00		\$50.00	\$50 minimum or \$0.25 per meter, whichever is greater

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Non-Payment Trip Charge	WT 36.0 (pg. 20)	\$45.00	\$42.00	\$45.00	Only applicable during normal work hours
<u>Plan Review and Inspection Related Fee:</u>					
Plan Review and Inspection Fees	WT 36.0 (pg. 20)	\$500.00	\$835.00	\$835.00	The greater of \$500 or 1.0% of the cost of utility infrastructure subject to review and inspection
Plan Review Resubmittal Fee		N/A	\$257.00	\$250.00	At the second request for additional information
Re-Inspection Fee		N/A	\$151.00	\$75.00	At the request for additional inspection
Warranty Expiration Televising (cleaning)	WT 36.0 (pg. 20)	\$250.00	\$1.25 per linear foot (Minimum of \$500)	\$1.25 per linear foot (Minimum of \$500)	\$0.55 per linear foot (minimum of \$250)
Fire Flow Test	WT 36.0 (pg. 20)	\$75.00	\$68.00	\$75.00	\$75 for retest
Developer Agreement Administration Fees	WT 36.0 (pg. 20)	\$1,000.00		\$1,000.00	Not to exceed \$1,000
Construction Meter	WT 22.0 (pg. 13)	\$1,120.00		\$1,500.00	11/4/2021 - only a deposit (fees on rule 36)
<u>Construction Water</u>	WT 36.0 (pg. 21)				
Connect and Disconnect Charge		\$40.00	\$81.00	\$80.00	
Per 1,000 Gal of Water Used		\$4.25		\$4.25	
<u>Other Fees:</u>					
New: Grease trap		N/A	\$862.00	\$150.00	
<u>Labor & Equipment</u>	WT 36.0 (pg. 20)				
1 Man Crew per Hour		\$65.00	\$48.00	\$65.00	
2 Man Crew per Hour		\$85.00	\$82.00	\$85.00	
<u>Sewer Tap Locate</u>	WWT 29.0 (pg. 21)				
Normal Work Hours		\$35.00		\$35.00	Other related and similar activities
After Hours and Weekends		\$85.00		\$85.00	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
<u>Check for Misread and/or Leak</u>	WT 36.0 (pg. 21)				
Normal Work Hours		\$35.00	\$69.00	\$70.00	Includes Re-read or special read per customer request, high bill inquiries, water service line locate, re-read due to obstruction by customer, and other related similar activities
After Hours and Weekends		\$85.00	\$153.00	\$150.00	
Water Tank Truck Fill-up	WT 36.0 (pg. 21)	\$4.25		\$4.25	\$4.25 per 1,000 gallons
Bulk Water	WT 36.0 (pg. 21)	\$4.05		\$4.05	\$4.05 per 1,000 gallons
<u>Estoppels Letter Fee</u>	WT 36.0 (pg. 21)				
Normal Delivery		\$15.00		\$15.00	No extra charge if customer is also a wastewater customer
Rush Delivery		\$30.00		\$30.00	
Late Payment Fee	WT 36.0 (pg. 21)	\$5.00		\$5.00	\$5 or 1% of past due amount, whichever is greater
Meter Tampering Charge	WT 36.0 (pg. 21)	\$3,000.00		\$3,000.00	Greater of 3x the amount of services unlawfully obtained, or \$3,000

Footnotes:

[1] Page and rule references taken from BSU's current water and wastewater tariffs. Abbreviations are as follows: WT = Water Tariff; WWT = Wastewater Tariff.

[2] Amounts shown are rounded to the nearest dollar.

Exhibit 2
Bonita Springs Utilities, Inc.
Water Connection/Meter Installation Fee

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
 <u>Distribution Technician</u>	 \$20.97	 \$20.97	 \$20.97	 \$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00	2.50	2.50
Total Hours Worked	2.00	2.00	5.00	5.00
 Total Base Salaries	 \$45.05	 \$45.05	 \$107.96	 \$107.96
Benefits (42%)	\$18.92	\$18.92	\$45.34	\$45.34
Total Salaries with Benefits	\$63.98	\$63.98	\$153.31	\$153.31
 Materials and Supplies				
Meter	\$215.00	\$315.00	\$495.00	\$565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$371.60	\$563.80	\$819.35	\$900.96
 Vehicle Hours				
Truck-pickup 1 ton	1.00	1.00	2.50	2.50
Backhoe (0.5 CY)	1.00	1.00	2.50	2.50
Excavator (0.5 CY)	1.00	1.00	2.50	2.50
Total Vehicle Expense	\$60.24	\$60.24	\$150.60	\$150.60
 Subtotal	 \$495.82	 \$688.02	 \$1,123.26	 \$1,204.87
Overhead (15%)	74.37	103.20	168.49	180.73
Total Cost	\$570.19	\$791.22	\$1,291.75	\$1,385.60
Calculated Charge	\$570.00	\$791.00	\$1,292.00	\$1,386.00
Proposed Charge	\$570.00	\$790.00	\$1,290.00	\$1,390.00
Existing Charge	\$300.00	\$350.00	\$530.00	\$730.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Short

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	4.00	4.00	4.00	4.00
Total Hours Worked	8.00	8.00	8.00	8.00
Total Base Salaries	\$167.76	\$167.76	\$167.76	\$167.76
Benefits (42%)	\$70.46	\$70.46	\$70.46	\$70.46
Total Salaries with Benefits	\$238.22	\$238.22	\$238.22	\$238.22
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	8.00	8.00	8.00	8.00
Backhoe (0.5 CY)	4.00	4.00	4.00	4.00
Excavator (0.5 CY)	4.00	4.00	4.00	4.00
Total Vehicle Expense	\$308.20	\$308.20	\$308.20	\$308.20
Subtotal	\$1,075.57	\$1,267.77	\$1,919.10	\$2,000.71
Overhead (15%)	161.34	190.17	287.87	300.11
Total Cost	\$1,236.91	\$1,457.94	\$2,206.97	\$2,300.82
Calculated Charge	\$1,237.00	\$1,458.00	\$2,207.00	\$2,301.00
Proposed Charge	\$1,240.00	\$1,460.00	\$2,010.00	\$2,300.00
Existing Charge	\$585.00	\$635.00	\$835.00	\$1,240.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Long

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	6.00	6.00	6.00	6.00
Total Hours Worked	12.00	12.00	12.00	12.00
Total Base Salaries	\$251.64	\$251.64	\$251.64	\$251.64
Benefits (42%)	\$105.69	\$105.69	\$105.69	\$105.69
Total Salaries with Benefits	\$357.33	\$357.33	\$357.33	\$357.33
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	12.00	12.00	12.00	12.00
Backhoe (0.5 CY)	6.00	6.00	6.00	6.00
Excavator (0.5 CY)	6.00	6.00	6.00	6.00
Total Vehicle Expense	\$462.30	\$462.30	\$462.30	\$462.30
Subtotal	\$1,348.78	\$1,540.98	\$2,192.31	\$2,273.92
Overhead (15%)	202.32	231.15	328.85	341.09
Total Cost	\$1,551.10	\$1,772.13	\$2,521.16	\$2,615.01
Calculated Charge	\$1,551.00	\$1,772.00	\$2,521.00	\$2,615.00
Proposed Charge	\$1,560.00	\$1,770.00	\$2,520.00	\$2,620.00
Existing Charge	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Average

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	5.00	5.00	5.00	5.00
Total Hours Worked	10.00	10.00	10.00	10.00
Total Base Salaries	\$209.70	\$209.70	\$209.70	\$209.70
Benefits (42%)	\$88.07	\$88.07	\$88.07	\$88.07
Total Salaries with Benefits	\$297.77	\$297.77	\$297.77	\$297.77
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	10.00	10.00	10.00	10.00
Backhoe (0.5 CY)	5.00	5.00	5.00	5.00
Excavator (0.5 CY)	5.00	5.00	5.00	5.00
Total Vehicle Expense	\$385.25	\$385.25	\$385.25	\$385.25
Subtotal	\$1,212.17	\$1,404.37	\$2,055.70	\$2,137.31
Overhead (15%)	181.83	210.66	308.36	320.60
Total Cost	\$1,394.00	\$1,615.03	\$2,364.06	\$2,457.91
Calculated Charge	\$1,394.00	\$1,615.00	\$2,364.00	\$2,458.00
Existing Charge				
Short	\$585.00	\$635.00	\$835.00	\$1,240.00
Long	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00

Exhibit 4
Bonita Springs Utilities, Inc.
Backflow Preventer

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
 <u>Distribution Technician</u>	 \$20.97	 \$20.97	 \$20.97	 \$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.50	1.50	2.50	2.50
Total Hours Worked	3.00	3.00	5.00	5.00
 Total Base Salaries	 \$66.02	 \$66.02	 \$107.96	 \$107.96
Benefits (42%)	\$27.73	\$27.73	\$45.34	\$45.34
Total Salaries with Benefits	\$93.75	\$93.75	\$153.31	\$153.31
 Materials and Supplies				
Backflow	\$172.33	\$179.67	\$353.09	\$400.00
90's	18.60	27.36	57.12	90.40
Tee	0.00	0.00	19.08	29.12
Plug	0.00	0.00	6.84	10.79
Union	22.94	26.86	55.50	84.50
3" Nipple	13.48	18.92	34.28	44.44
12" Nipple	0.00	0.00	65.62	84.74
24" Nipple	52.34	77.68	153.46	194.58
Total Materials and Supplies	\$279.69	\$330.49	\$744.99	\$938.57
Total Materials/Supplies & Overhead	\$279.69	\$330.49	\$744.99	\$938.57
 Vehicle Expense Hours				
Truck-pickup 1 ton	1.50	1.50	2.50	2.50
Total Vehicle Expense	\$25.22	\$25.22	\$42.03	\$42.03
 Subtotal	 \$398.66	 \$449.46	 \$940.32	 \$1,133.90
Overhead (15%)	59.80	67.42	141.05	170.09
Total Cost	\$458.46	\$516.88	\$1,081.37	\$1,303.99
Calculated Charge	\$458.00	\$517.00	\$1,081.00	\$1,304.00
Proposed Charge	\$460.00	\$520.00	\$1,080.00	\$1,300.00
Existing Charge	\$250.00	\$290.00	\$525.00	\$605.00

Exhibit 5
Bonita Springs Utilities, Inc.
Irrigation or Auxiliary Use Meter Installation

Description	Short	3/4" Meter Long	Average
Position:			
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.08	0.08	0.08
Total Hours Worked	0.08	0.08	0.08
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	4.00	3.00
Number of Hours Worked By Each Employee	1.00	2.00	1.50
Total Hours Worked	2.00	8.00	4.50
Total Base Salaries	\$43.50	\$169.32	\$95.92
Benefits (42%)	\$18.27	\$71.11	\$40.29
Total Salaries with Benefits	\$61.77	\$240.43	\$136.21
Materials and Supplies			
Meter	\$215.00	\$215.00	\$215.00
Box	156.60	156.60	156.60
Total Materials and Supplies	\$371.60	\$371.60	\$371.60
Vehicle Hours			
Truck-pickup 1 ton	4.00	16.00	10.00
Backhoe (0.5 CY)	1.00	2.00	1.50
Excavator (0.5 CY)	1.00	2.00	1.50
Total Vehicle Expense	\$110.67	\$355.82	\$233.25
Subtotal	\$544.04	\$967.85	\$741.06
Overhead (15%)	81.61	145.18	111.16
Total Cost	\$625.65	\$1,113.03	\$852.21
Calculated Charge	\$626.00	\$1,113.00	\$852.00
Proposed Charge	\$625.00	\$1,560.00	
Existing Charge	\$625.00	\$1,560.00	

Exhibit 6
Bonita Springs Utilities, Inc.
Meter Bench Test Fee

Description	Meter Size	
	3/4" - 1"	1 1/2" & Larger
Position:		
<u>Customer Service</u>	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
 <u>Distribution Technician</u>	 \$20.97	 \$20.97
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	3.00	3.50
Total Hours Worked	3.00	3.50
 Total Base Salaries	 \$67.58	 \$78.07
Benefits (42%)	\$28.38	\$32.79
Total Salaries with Benefits	\$95.96	\$110.85
 Vehicle Expense		
Truck-pickup 1 ton	2.00	2.00
Total Vehicle Expense	\$33.62	\$33.62
 Subtotal	 \$129.58	 \$144.47
Overhead (15%)	19.44	21.67
Total Cost	\$149.02	\$166.14
Calculated Charge	\$149.00	\$166.00
Proposed Charge	\$150.00	Actual Cost
Existing Charge	\$75.00	Actual Cost

Exhibit 7
Bonita Springs Utilities, Inc.
Reconnection and Disconnection Charges

Description	Normal	Violation	
		Working Hours	After Hours
Position:			
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	1.00	1.00	2.00
Total Hours Worked	1.00	1.00	2.00
Total Base Salaries	\$18.68	\$18.68	\$79.30
Benefits (42%)	\$7.85	\$7.85	\$33.31
Total Salaries with Benefits	\$26.53	\$26.53	\$112.61
Vehicle Expense			
Truck - Utility/Stake/Pickup (1/2 ton)	0.50	0.50	0.50
Total Vehicle Expense	\$5.88	\$5.88	\$5.88
Subtotal	\$32.40	\$32.40	\$118.48
Overhead (15%)	4.86	4.86	17.77
Total Cost	\$37.26	\$37.26	\$136.25
Calculated Charge	\$37.00	\$37.00	\$136.00
Proposed Charge	\$40.00	\$40.00	\$135.00
Existing Charge	\$40.00	\$50.00	\$85.00

Exhibit 8
Bonita Springs Utilities, Inc.
Transfer Fees

Description	Normal
Position:	
<u>Billing Clerk</u>	\$23.29
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	\$15.16
Benefits (42%)	\$6.37
Total Salaries with Benefits	\$21.53
Subtotal	\$21.53
Overhead (15%)	3.23
Total Cost	\$24.76
Calculated Charge	\$25.00
Proposed Charge	\$35.00
Existing Charge	\$35.00

Exhibit 9
Bonita Springs Utilities, Inc.
Non-Payment Trip Charge

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
<u>Meter Technician</u>	\$23.95
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	\$21.32
Benefits (42%)	\$8.95
Total Salaries with Benefits	\$30.27
Vehicle Expense	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	\$5.88
Subtotal	\$36.15
Overhead (15%)	5.42
Total Cost	\$41.57
Calculated Charge	\$42.00
Proposed Charge	\$42.00
Existing Charge	\$45.00

Exhibit 10
Bonita Springs Utilities, Inc.
Plan Review Resubmittal Fee Calculation

Description	Normal
Position:	
<u>Staff Engineer</u>	\$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.50
Total Hours Worked	3.50
 Total Base Salaries	 \$157.50
Benefits (42%)	\$66.15
Total Salaries with Benefits	\$223.65
 Subtotal	 \$223.65
Overhead (15%)	33.55
Total Cost	\$257.20
Calculated Charge	\$257.00
Proposed Charge	\$250.00
Existing Charge	N/A

Exhibit 11
Bonita Springs Utilities, Inc.
Plan Review Re-Inspection Fee Calculation

Description	Normal
Position:	
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
 Total Base Salaries	 \$67.89
Benefits (42%)	\$28.51
Total Salaries with Benefits	\$96.40
 Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	\$35.25
 Subtotal	 \$131.65
Overhead (15%)	19.75
Total Cost	\$151.40
Calculated Charge	\$151.00
Proposed Charge	\$75.00
Existing Charge	N/A

Exhibit 12
Bonita Springs Utilities, Inc.
Fire Flow Test

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
<u>Project Administrator</u>	\$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	\$33.64
Benefits (42%)	\$14.13
Total Salaries with Benefits	\$47.76
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	1.00
Total Vehicle Expense	\$11.75
Subtotal	\$59.51
Overhead (15%)	8.93
Total Cost	\$68.44
Calculated Charge	\$68.00
Proposed Charge	\$75.00
Existing Charge	\$75.00

Exhibit 13
Bonita Springs Utilities, Inc.
Construction Water Connect and Disconnect Charge

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.50
Total Hours Worked	1.50
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
<u>Project Administrator</u>	\$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	\$45.67
Benefits (42%)	\$19.18
Total Salaries with Benefits	\$64.85
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	\$5.88
Subtotal	\$70.73
Overhead (15%)	10.61
Total Cost	\$81.33
Calculated Charge	\$81.00
Proposed Charge	\$80.00
Existing Charge	\$40.00

Exhibit 14
Bonita Springs Utilities, Inc.
Grease Trap

Description	Normal
Position:	
<u>GIS Staff</u>	\$25.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	2.00
Total Hours Worked	2.00
<u>Staff Engineer</u>	\$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	8.00
Total Hours Worked	8.00
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
<u>Project Administrator</u>	\$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
Total Base Salaries	\$503.23
Benefits (42%)	\$211.36
Total Salaries with Benefits	\$714.59
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	\$35.25
Subtotal	\$749.84
Overhead (15%)	112.48
Total Cost	\$862.32
Calculated Charge	\$862.00
Proposed Charge	\$150.00
Existing Charge	N/A

Exhibit 15
Bonita Springs Utilities, Inc.
Labor and Equipment Charge

Description	One-Man Crew	Two-Man Crew
Position:		
<u>Distribution Technician</u>	\$20.97	\$20.97
Total Number of Employees Required	1.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00
Total Hours Worked	1.00	2.00
Total Base Salaries	\$20.97	\$41.94
Benefits (42%)	\$8.81	\$17.61
Total Salaries with Benefits	\$29.78	\$59.55
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	\$11.75	\$11.75
Subtotal	\$41.53	\$71.30
Overhead (15%)	6.23	10.70
Total Cost	\$47.76	\$82.00
Calculated Charge	\$48.00	\$82.00
Proposed Charge	\$65.00	\$85.00
Existing Charge	\$65.00	\$85.00

Exhibit 16
Bonita Springs Utilities, Inc.
Check for Misread and/or Leak

Description	Normal Hours	After Hours
Position:		
<u>Billing Clerk</u>	\$23.29	\$23.29
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
<u>Customer Service</u>	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	1.50	2.00
Total Hours Worked	1.50	2.00
Total Base Salaries	\$33.84	\$85.12
Benefits (42%)	\$14.21	\$35.75
Total Salaries with Benefits	\$48.06	\$120.87
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	\$11.75	\$11.75
Subtotal	\$59.81	\$132.62
Overhead (15%)	8.97	19.89
Total Cost	\$68.78	\$152.51
Calculated Charge	\$69.00	\$153.00
Proposed Charge	\$70.00	\$150.00
Existing Charge	\$35.00	\$85.00

Bonita Springs Utilities, Inc.

Current and Proposed Water ANC Fees

<u>Class of Service</u>	<u>Current</u>	<u>Proposed</u>
Single-Family, Duplex, Triplex (per Unit)	\$2,600	\$3,040
Multi-family and Mixed-Master (per Unit)	\$2,080	\$2,432
Assisted Living Facility (per ERC) (1)	\$2,600	\$3,040
General and Irrigation Service (by meter size)		
3/4-inch	\$2,600	\$3,040
1-inch	\$6,500	\$7,600
1-1/2-inch	\$13,000	\$15,200
2-inch	\$20,800	\$24,320
3-inch	\$41,600	\$48,640
4-inch	\$65,000	\$76,000
6-inch	\$130,000	\$152,000
8-inch	\$208,000	\$243,200

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

Current and Proposed Miscellaneous Charges

<u>Backflow Preventer</u>	<u>Current</u>	<u>Proposed</u>
3/4-inch	\$250	\$460
1-inch	\$290	\$520
1 ½-inch	\$525	\$1,080
2-inch	\$605	\$1,300
<u>Water Meter Installation (Existing Service Line)</u>		
3/4-inch	\$300	\$570
1-inch	\$350	\$790
1 ½-inch	\$530	\$1,290
2-inch	\$730	\$1,390
Above 2-inch Meter	Actual Cost	Actual Cost
<u>Water Meter Installation & Tap</u> (New Service Line)		
3/4-inch short	\$585	\$1,240
3/4-inch long	\$1,560	\$1,560
1-inch short	\$635	\$1,460
1-inch long	\$1,610	\$1,770
1 1/2-inch short	\$835	\$2,010
1 1/2-inch long	\$1,805	\$2,520
2-inch short	\$1,240	\$2,300
2-inch long	\$2,375	\$2,620

Irrigation or Auxiliary Meter Installation

¾ inch Meter Short	\$625	\$625
¾ inch Meter Long	\$1,560	\$1,560
Above ¾ inch Meter	Actual Cost	Actual Cost

Meter Bench Test Fee

¾-inch – 1"	\$75	\$150
1 ½-inch & Larger	Actual Cost	Actual Cost

Violation Reconnection Charge

Normal Hours	\$50	\$50
After Hours and Weekends	\$85	\$135

Plan Review and Inspection Related Fees

	\$500	\$835
Plan Review and Inspection		
Plan Review Resubmittal Fee	\$0	\$250
Re-Inspection Fee	\$0	\$75

Warranty Expiration Televising (Cleaning)	\$250	\$500
	\$.55 per linear foot	\$1.25 per linear foot

Construction Meter Deposit	\$1,120	\$1,500
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Construction Water

Connect and Disconnect Charge	\$40	\$80
Per 1000 Gal of Water Used	\$4.40	\$4.40

Grease Trap Fee	\$0	\$150
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Check for Misread and/or Leak

Normal Work Hours	\$35	\$70
After Hours and Weekends	\$85	\$150

BONITA SPRINGS UTILITIES, INC.

WATER TARIFF

BONITA SPRINGS UTILITIES, INC.
11900 East Terry Street
Bonita Springs, Florida 34135
(239) 992-0711

(Effective June 1, 2022)

EXHIBIT C

WATER TARIFF

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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida, and on file at the Company's office.

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "ANC" - Fee for Aid to New Construction.
- 2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.
- 3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.
- 3.1 "CITY" - Refers to the City of Bonita Springs, a political subdivision of the State of Florida.
- 4.0 "CONNECTION FEE" - Charge for meter, meter installation, accessories, and connection to lines of Company.
- 5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with water service by the Company.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, ordinarily located on the consumer's side of "Point of Delivery," whether such installation is owned by Consumer, or used by Consumer under lease or otherwise.
- 7.0 "COUNTY" - Refers to Lee County, a political subdivision of the State of Florida.
- 8.0 "EQUIVALENT RESIDENTIAL CONNECTION ("ERC") - A measure of the average daily flow for a single residential unit which is a factor used to calculate a given average daily flow for non-single family residence uses.
- 9.0 "FRANCHISE" - The franchise granted by the City and County to the Company.
- 10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.
- 11.0 "MEMBER" - The holder of a member account with the Company, which may be a Member-Owner or Member-Tenant.
- 11.1 "MEMBER-OWNER" - A Member who holds a direct ownership interest in the property where the Company is providing Service.
- 11.2 "MEMBER-TENANT" - A Member who does not hold a direct ownership interest in the property where the Company is providing service, but who occupies an individually metered premises and who accepts responsibility for service and payment obligations on a temporary basis in lieu of the Member-Owner.
- 12.0 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.

- 13.0 "MULTI-FAMILY UNIT" - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.
- 14.0 "POINT OF DELIVERY" - The point where the Company's pipes connect with the Consumer's pipes more specifically set forth as follows:
- a) For connections up to 2" the Customer side of the backflow preventer;
 - b) For connections larger than 2" the Customer side of the meter;
 - c) For fire sprinkler service the Customer side of the gate valve (minimum 2") at the connection to the main distribution line;
 - d) All others the property, right-of-way or easement line.
- 15.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the City Council.
- 16.0 "SERVICE" or "WATER SERVICE" – All water service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish water service to the Consumer. Thus, the maintenance by the Company of pressure at the point of delivery upon request shall constitute the rendering of water service, irrespective of whether the Consumer makes any use thereof.
- 17.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service. In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.
- 2.0 SERVICE APPLICATION – As a condition of Water Service, Service Company may require an application for Service, government-issued photo identification (i.e. identification card, driver's license or passport), proof of ownership or occupancy and payment of a connection or transfer fee and deposit. The conditions of such application are binding upon the customer and the Company. A copy of the application for water service accepted by the Company will be furnished to the Customer upon request. The Customer shall furnish to the Company the correct name, street address and lot and block number of the property at which service is to be rendered.
- 3.0 WITHHOLDING SERVICE - The Company may withhold or discontinue service rendered upon application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such member, household, organization or business for service at that location, or at any other location, has been paid in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff. The Member-Owner shall be responsible for any Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, due on rental property in the event of nonpayment by the Member-Tenant. In the event the Member-Owner fails to pay the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time when due on rental property, such nonpayment may be enforced at the rental property, including through disconnection of service.
- 4.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.
- 5.0 LIMITATIONS OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be submetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others, unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for water service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, submetering, sale or disposition of service, the customer's water service is subject to discontinuance until such unauthorized extension, submetering, sale or disposition of service is discontinued and full payment is made to the Company for water services, calculated on proper classification and rate

schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing and inspections.

- 6.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for emergencies, repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God, discontinuation of service for non-payment or as otherwise provided herein, or other causes beyond its control. The Company has the right to restrict and equalize the daily rate of flow for consumption so large users cannot, at peak load time or any other time, interrupt our minimum required supply.
- 7.0 TERMINATION OF SERVICE - At Member-Owner's written request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of rental occupancy or a seasonal customer. In the event of a termination of service, Member-Owner will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.
- 8.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Consumer agrees further to keep such facilities in good repair and to promptly stop all leaks. The customer expressly agrees not to utilize any apparatus or equipment which is not properly constructed, controlled and protected, or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus, equipment, or Point of Delivery.
- 9.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon request to increase customer's existing meter size without any change to the type or number of ERC/Units being served, customer shall be charged the difference due for the connection fee, ANC Fees, Deposits and the cost of labor and materials, less the cost of any inventory items restocked.
- 10.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's water system for any purpose whatsoever are to be made only by employees or agents of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all water service estimated by the Company to have been used by reason of such unauthorized connection. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment. A party illegally connecting to facilities of the Company, or doing so in violation of the

Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for water used based upon a reasonable estimate of service taken.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. The Company reserves the right to inspect the customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 12.0 METERS – Subject to payment of the appropriate meter installation fee, all water meters, including irrigation meters, shall be furnished by and remain the property of the Company; provided that, meters larger than 2” shall be installed by the Customer or its contractor in accordance with the Company’s Technical Specifications Manual and conveyed to the Company at no charge. All meters shall be accessible to the Company and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location. Customers and their agents (employees, contractors, etc.) are prohibited from placing any obstacles on or about meters, valves and other equipment which obstructs access by Company personnel. The customer shall keep the area surrounding the meter and backflow prevention device clear of landscaping or other obstructions that limit visibility and access. When the Company considers it advisable, the customer shall provide, at no cost to the Company, an adequate and proper easement for installation of meters and other devices within the location to be served. Company may require a change in meter size if indicated by actual or anticipated flow.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss, or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent, if appropriate.
- 14.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company’s property.
- 15.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits and privileges which are necessary for the rendering of water service as determined by the Company.
- 16.0 BILLING PERIODS - Bills for water service will be rendered monthly, and are due when rendered and shall be considered as received by customer when delivered or mailed to the

service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of customer with respect to payment thereof.

- 17.0 METER READINGS - All meters shall be read monthly. If unable to obtain a reading, an estimated bill shall be calculated based on the estimate and adjusted when an actual reading is obtained.
- 18.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment, the Member-owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.
- 19.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid. A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill. No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company.
- 20.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash, money order, or credit card, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. A Member-Owner shall not be held responsible for the service charge incurred because of a bad check from their Member-Tenant.

Check Return -	<u>Check Amount</u>	<u>Charge</u>
	\$0 - \$ 50.00	\$25.00
	\$50.01 - \$300.00	\$30.00
	Over \$300.00	\$40.00 or 5%, whichever is greater

- 21.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, notice shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such notice is so received and Company has had reasonable time to discontinue water service. However, if such notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. For the convenience of its customers the Company will accept telephone orders to discontinue or

transfer water service and will use all reasonable diligence in the execution thereof. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

Notwithstanding the foregoing, a Member-Tenant account will be discontinued and the Member-Owner will automatically become responsible on a going-forward basis for all charges and costs incurred by the Company in providing Water Service if: 1) the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment; 2) Company personnel verify that the property where the Company is providing Service is vacant; or 3) a Member-Tenant voluntarily discontinues service. All charges and costs for Water Service, or the availability thereof, accruing while a property is vacant shall be the responsibility of the Member-Owner and must be paid prior to the provision of Water Service to a subsequent Member-Tenant.

In the event of a change of occupancy involving a sale or conveyance of property subject to the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, such rate, fee, or charge must be either paid off in full, or the new Customer must supply a copy of the deed or other document evidencing ownership and complete a lien form in favor of the Company securing the balance of the charge and provide notice of such payment requirement to a subsequent purchaser of the property, and resume periodic payments.

In the event of a change in ownership, a foreclosure, or other circumstance in which service to the property is temporarily disconnected but Service Company must maintain plant capacity and service availability to the property, the property owner including, but not limited to, Member-Owner, bank, mortgage company, trustee in bankruptcy or foreclosure, or other such entity receiving the benefit of such service availability shall be responsible for payment of Service Company's base facility charge and other rates, fees, and charges during this period of temporary disconnection and as a condition of reconnection or initiation of service. Service Company shall not reconnect service or initiate service for a purchaser of property until any outstanding balance at that or any other property owned by purchaser is paid in full.

- 22.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be according to meter size and ERC's as follows:

SINGLE FAMILY RESIDENTIAL,
DUPLEX, TRIPLEX and
GENERAL:

<u>Meter Size</u>	<u>Amount of Deposit</u>
5/8" x 3/4"	\$ 65.00
1"	170.00
1.5"	330.00
2"	520.00
3"	1,040.00
4"	1,630.00
6"	3,250.00
8"	5,200.00

Institutional, Multi-Family & Mixed Master: \$65.00 per unit or ERC

CONSTRUCTION METER: \$1,500.00

The Company may waive the deposit requirement based on one of the following: 1) receipt of a letter from the customer's most recent utility company stating that the customer's account was at no time more than thirty (30) days in arrears for the 12-month period immediately preceding the application to Company for service; 2) the customer authorizes the Company to establish automatic bill payment through electronic funds transfer or other means; or 3) such other evidence of customer's good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit. Construction meter deposits may not be waived.

After a residential customer has established a satisfactory payment record and has continuous service for 12 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check or automatic funds transfer refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, or if a deposit was waived, Company may require a new deposit as a result of any of the above-referenced deficiencies. General, institutional, multi-family, mixed master and Member-Tenant deposits are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

Service Company may require a service deposit for irrigation service separate and apart from a water or wastewater deposit. Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

- 23.0 VOLUNTARY LIEN TO SECURE PAYMENT OVER TIME - A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill and subject to the terms of payment for monthly rates, including disconnection of service for nonpayment. As a condition of allowing such payments over time, Customer shall allow the Company to place a lien on affected property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.
- 24.0 RESERVED FOR FUTURE USE
- 25.0 ALL WATER THROUGH METER - That portion of the customer's installation or water service shall be so arranged that all water service shall pass through the meter. All water passing through the meter must be paid for unless the Company determines the meter to be faulty.
- 26.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error was due to some cause the date

of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.

- 27.0 METER ACCURACY AND REQUEST FOR BENCH TEST – All meters used for measuring the quantity of water delivered to a customer shall be in good mechanical condition and customer or its engineer shall determine it is adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall meet the accuracy limits set by the manufacturer or as set forth in the American Water Works Association Manual M6 (awwa.org), or such updated, revised or subsequent manual or similar industry standard should the AWWA discontinue publication of such manual. If a bench test finds that a meter registers in excess of the accuracy limits, the customer shall not be charged for test, but if within such accuracy limit, the Company shall debit customer's account a service charge for conducting the test.

Meter Bench Test Fee -	<u>Meter Size</u>	<u>Cost</u>
	3/4" - 1"	\$150.00
	1.5" & larger	Actual Cost

- 28.0 RESERVED FOR FUTURE USE

- 29.0 RESERVED FOR FUTURE USE

- 30.0 TAMPERING - No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's water system without prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, backflow prevention device, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or \$3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14 Florida Statutes.

- 31.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time:

GENERAL SERVICE RATE SCHEDULE

APPLICABILITY - For service to commercial customers, irrigation customers and all customers to which no other rate schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES – Monthly Base Charge

<u>Meter Size</u>	<u>Charge</u>
3/4"	\$ 8.39
1"	20.98
1 1/2"	41.95
2"	67.12
3"	134.24
4"	209.75
6"	419.50
8"	671.20

Gallonage Charge - (Per 1,000 gallons) Per ERC

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

APPLICABILITY - For service to all single-family customers or their equivalent, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$8.39

Gallonage Charge - (Per 1,000 gallons) Per Unit Served

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE- \$4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

APPLICABILITY - For service to all multi-family and mixed master customers as herein defined, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$6.71

Gallonge Charge - (Per 1,000 gallons) Per Unit Served

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

INSTITUTIONAL RATE SCHEDULE

APPLICABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per ERC

<u>Meter Size</u>	<u>Charge</u>
All	\$8.39

Gallonage Charge - (Per 1,000 gallons) Per ERC

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

32.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.

\$40.00 Disconnect charge

\$40.00 Reconnect charge

33.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.

\$50.00 during normal work hours

\$135.00 after hours and weekends

34.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.

35.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.

\$35.00 (one charge only for transfer of water, sewer, or both)

36.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

Usage Reports - \$50.00 minimum or \$0.25 per meter, whichever is greater.

Non-Payment Trip Charge - \$45.00 - only applicable during normal work hours

Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.

Plan Review and Inspection Fees -

The greater of \$835.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.

Plan Review Resubmittal Fee - \$250.00 – At the second request for additional information.

Re-Inspection Fee - \$75.00 – At the request for additional inspection.

Warranty Expiration Televising (cleaning) - \$1.25 per linear foot (minimum of \$250)

Fire Flow Test -

\$75.00

\$75.00- retest

The Fire Department is to be notified by Company's engineering department when customer is ready to check the fire flow. Company and Fire Department will then do the test.

Developer Agreement Administration Fees - not to exceed \$1,000.00

Labor & Equipment -

\$65.00 per 1 man crew per hour

\$85.00 per 2 man crew per hour

Check for Misread and/or Leak

Re-Read or special read per customer request (excluding final reads)

High Bill Inquiry (no charge for 1st request in 12 month period)

Water Service Line Locate

Re-read due to obstruction by customer

Other related and similar activities

\$70.00 during normal work hours

\$150.00 after hours and weekends

Construction Water - \$80.00 connect and disconnect charge.

\$4.40 for each thousand (1,000) gallons of water used.

Water Tank Truck Fill-up Fee - \$4.40 per 1,000 gallons.

Bulk Water - \$4.19 per 1,000 gallons

Collier County Interconnect Water Rate - \$3.25 per 1,000 gallons, as may be modified from time to time according to the terms of the Potable Water Interconnects Agreement.

Estoppels Letter Fee

Normal Delivery - \$15.00

Rush Delivery - \$30.00

No extra charge if customer is also a wastewater customer.

Late Payment Fee

\$5 or 1% of past due amount, whichever is greater.

Meter Tampering Charge

Greater of 3 times the amount of services unlawfully obtained, or \$3,000.

SERVICE AVAILABILITY POLICY

- 37.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of water capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.
- 38.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 39.0 AGREEMENT FOR SERVICE - Service is provided through a Service Agreement or Developer Agreement (if the capacity request warrants) and upon payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee, Special Service Charge and other charges as set forth herein. Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns property with houses, duplexes, or other units and who has one or more water connections on this property cannot serve water to a buyer of any previously unserved portion of the property. The sale of a portion of the property must be reported to the Company in order for the Company to provide service in accordance herein. If there are multiple owners of a duplex, triplex, or other multi-unit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.
- 40.0 APPLICATIONS BY AGENTS - Applications for water service requested by a person who owns property with houses, duplexes, or other units, property owner, person, firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under application between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the application between agent and the Company and under which such water service is rendered.
- 41.0 APPLICATIONS FOR BUILDING PERMIT - Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC fee and all other applicable charges in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations.
- 42.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for water service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.
- 43.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of water service to Developers for use in obtaining zoning changes and development orders necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is

required prior to issuing a Permit Letter for the purpose of obtaining a concurrency letter or building permit.

- 44.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of water service by the Company, Developer shall be required to pay certain costs of making service available, including on-site water distribution system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.
- 45.0 ANC FEES – An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company’s system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day (“gpd”). The number of ERC’s contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

- (a) Single Family Residential, Duplex, Triplex:

<u>Meter Size</u>	
All	\$3,040.00 per unit served

- (b) Multi-family and Mixed-Master: \$2,432.00per unit served
- (c) Assisted Living Facility: \$3,040.00 per ERC

The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC’s. The number of ERC’s is then multiplied by the ANC Fee then in effect.

- (d) General and Irrigation Service:

The Company charges the following ANC Fees for general and irrigation service based on meter equivalency to defray all or a portion of the cost associated with the demand placed on the water system by such service; provided, however, that single family, duplex and triplex Customers receiving irrigation service through a 3/4” or smaller meter shall not be subject to such ANC Fee payments:

<u>Meter Size</u>	<u>ERC</u>	<u>Charge Per ERC</u>
3/4” or less	1	\$ 3,040.00
1”	2.5	\$ 7,600.00
1.5”	5	\$ 15,200.00
2”	8	\$ 24,320.00
3”	16	\$ 48,640.00
4”	25	\$ 76,000.00
6”	50	\$152,000.00
8”	80	\$243,200.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company subject to approval of the City Council. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

- (1) Governmental agency reduces the number of units, or denies a building permit
- (2) Water meter has not been installed at time of customer's request for refund

In the event a customer wishes to utilize an ANC Fee credit which has been banked by the City consistent with the Franchise, the customer shall provide a copy of the City resolution authorizing a transfer of the banked fee and any other documentation required by the Franchise or reasonably required by the Company.

- 46.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides water service to the Imperial Harbor Subdivision. In order to provide such service, the lines, meters, meter boxes, and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge, which includes ANC Fee, in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge: \$2,482.49 per unit
or
Monthly Amortization: \$ 17.55 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 46.1 SPECIAL SERVICE CHARGE TO SPRING CREEK VILLAGE SUBDIVISION - In addition to the other rates and charges contained in this Tariff, the customers within Spring Creek Village are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years which charges are set forth below:

Special Service Charge: \$4,826
or
Monthly Amortization: \$28.93 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall

be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 47.0 CAPACITY RESERVATION FEES - Upon execution of a Water Service Application in order to reserve capacity in the system and/or payment of ANC fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to taking such action. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.
- 47.1 CONSTRUCTION METER - Requests for construction meters must be approved by the Company, and are ONLY for use within the Company's service territory. A map of the service territory is available upon request. Construction meters shall not be relocated outside of the development area and local distribution system under construction, without prior approval by the Company. The construction meter customer shall be responsible for making the meter available to the Company for determining usage on a monthly basis. The customer shall utilize the assigned meter with all cross connection control devices connected to the construction meter and shall comply with Company's Cross Connection Control Policy. Non-approved usage, or removal of the cross connection device, may result in tampering fees, additional water usage charges, and violation reconnection charges. If, in the process of obtaining water in an unauthorized manner, the Company's property is damaged, the cost of repairs shall be imposed for each occurrence, in accordance with this Tariff's provisions on tampering.
- 48.0 BACKFLOW PREVENTER - The Company requires the installation of backflow preventers on water connections to residential and commercial customers with dual water systems, and for other water connections as deemed reasonably necessary by the Company. Backflow preventers larger than 2" shall be installed by the developer or customer at its cost, and shall be subject to inspection by the Company prior to commencement of service. Backflow preventers larger than 2" shall remain as the property of the customer, and shall be tested annually by a certified backflow prevention technician at the customer's expense. Testing report shall be forwarded to the Company on an annual basis by the customer.

Backflow preventers sized 2" and smaller shall be installed by the Company and shall remain as the property of the Company. The developer or customer shall be required to pay for the installation as listed below. Annual testing of backflow preventers 2" and smaller shall be conducted by the Company at the Company's expense. All developers, contractors and customers shall comply with the Company's Backflow Preventer Policy.

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 460.00
1"	\$ 520.00
1.5"	\$1,080.00
2"	\$1,300.00
Above 2-inch	Actual Cost

- 49.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Water Service Application and a request for meter installation, Customer shall pay for costs associated with the meter installation and tap-in or connection of the Consumer Installation to the distribution or transmission system of the Company according to the following schedule:

Existing Service (Tap Already Made):

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$570.00
1"	\$790.00
1.5"	\$1,290.00
2"	\$1,390.00
Above 2"	Actual Cost

New Service with Cost to Install Service Line (Tap):

<u>Meter Size</u>	<u>Fee</u>
3/4" short	\$1,240.00
3/4" long	\$1,560.00
1" short	\$1,460.00
1" long	\$1,770.00
1.5" short	\$2,010.00
1.5" long	\$2,520.00
2" short	\$2,300.00
2" long	\$2,620.00
Above 2"	Actual Cost

- 50.0 IRRIGATION OR AUXILIARY USE METER INSTALLATION - There will be a separate connection/meter installation fee for irrigation or auxiliary meters which are requested by the customer or otherwise provided by the Company as follows:

<u>Meter Size</u>	<u>Amount</u>
3/4" short	\$ 625.00
3/4" long	\$1,560.00
Above 3/4"	Actual Cost

- 51.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly water distribution lines, and off-site facilities including transmission mains to connect to Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction and contribution of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.

- 52.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

- 53.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable

to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will collect a charge based on the actual cost involved. The cost of a change or relocation of a service will be based on actual cost to Company. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.

- 54.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual wells, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing distribution system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit. For customers in these areas connecting to the Company's potable water system, the Company may elect to allow such customers the option of paying the ANC fee and connection charges in lump sum, or amortizing the cost for up to thirty years.

Should the Company elect to allow such customers the option of amortizing such charges, the Company shall notify all customers in existing homes subject to the provisions of this paragraph of their right to elect to amortize these costs or pay these costs in a lump sum. Any customers so notified will have six (6) months from the date of notification to elect to participate in this program and to notify Company that the customer wishes to amortize these costs. Any customers so notified, that do not notify the Company within six months of their desire to amortize such costs, will be required to pay the ANC Fee and connection charges in lump sum. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

- 55.0 REFUNDABLE ADVANCES - Company may require, in addition to the contributions set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of water mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing water facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the offsite facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an ERC. On that basis, Company will establish a refundable advance charge per ERC and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site

facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than eight (8) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

- 56.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require that, concurrent with Company signing off on Developer's Permit Application, Developer pay all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

- 57.0 PRIVATE FIRE PROTECTION – Private fire protection consists of water service to support the operation of a private fire protection system, including private hydrants, automatic sprinkler systems, standpipes, and other appurtenances installed by the customer to assist in extinguishing fires. A private fire service line shall be installed at the customer's expense, and shall extend from the distribution main to an appropriate sized backflow preventer and then to the private fire protection system. Such system may serve a single family residence, a multi-unit building or complex, or a single commercial or general service customer.

The customer, at his or her expense, shall be responsible for ownership and maintenance of the private fire protection service, including the backflow preventer, from the customer side of the valve at the Company's main distribution water line. The minimum connection size for fire protection is two (2) inches, and there must be at minimum a two (2) inch valve designating the connection at the Company's main distribution water line.

The Company may institute service and maintenance policies regarding the provision of private fire protection service which it determines to be in the best interest of its customers and the safe operation of the utility. The Company may require assurance from the customer on a periodic basis that reasonable maintenance, testing, or inspection procedures have been conducted in order that the installation meets all standards required for such private fire protection systems. However, the Company shall in no way be responsible for the maintenance or operation of the private fire protection system, and assumes no liability for any personal or property damage which may result from the operation or the failure to operate of the private fire protection system.

The Company may refuse service to or disconnect a private fire protection installation from service if it does not comply with the Company's terms and conditions of service or, in the reasonable opinion of the Company, subjects the water system to unnecessary potential risk or expense. The Company shall not be required to modify its system in order to provide greater water pressure to support a private fire protection installation.

Private fire protection service shall normally be provided on an unmetered basis. The Company may, for good cause, require a particular service or a class of services to be equipped with a flow detection device. Private fire service may be billed based upon the demand of the sprinkler system. As a condition of service, the Company may require its private fire service customers to report reasonable estimates of the water volume used annually for flushing and testing and the amount of water used in the event of a fire.

BONITA SPRINGS UTILITIES, INC.

WASTEWATER TARIFF

BONITA SPRINGS UTILITIES, INC.
11900 East Terry Street
Bonita Springs, Florida 34135

(239) 992-0711

(Effective June 1, 2022)

EXHIBIT D

WASTEWATER TARIFF

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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida, and on file at the Company's office.

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "ANC" - Fee for Aid to New Construction.
- 2.0
- 2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.
- 3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.
- 3.1 "CITY" - Refers to the City of Bonita Springs, a political subdivision of the State of Florida.
- 4.0 "CONNECTION FEE" - Charge for labor and facilities necessary for connection to lines of Company.
- 5.0 "CONSUMER or CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with wastewater service by the Company.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the Consumer under lease or other agreement.
- 7.0 "COUNTY" - refers to Lee County, a political subdivision of the State of Florida.
- 8.0 "EQUIVALENT RESIDENTIAL CONNECTION" ("ERC") - A measure of the average daily flow for a single residential unit which is a factor used to calculate a given average daily flow for non-single family residence uses.
- 9.0 "FRANCHISE" - The franchise granted by the City and County to the Company.
- 10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey wastewater service to individual service lines or to other mains.
- 11.0 "MEMBER" - The holder of a member account with the Company, which may be a Member-Owner or a Member-Tenant.
- 11.1 "MEMBER-OWNER" – A Member who holds a direct ownership interest in the property where the Company is providing Service.

- 11.2 "MEMBER-TENANT" – A Member who does not hold a direct ownership interest in the property where the Company is providing service, but who occupies an individually metered premises and who accepts responsibility for service and payment obligations on a temporary basis in lieu of the Member-Owner.
- 12.0 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.
- 13.0 "MULTI-FAMILY UNIT" - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.
- 14.0 "POINT OF DELIVERY" - The point where the Company's pipes are connected with pipes of the Consumer, which is typically the property, right-of-way or easement line.
- 15.0 "POLLUTANT" – Any substance identified as a prohibited discharge pursuant to Section 62-625.400, Florida Administrative Code, or its successor law.
- 15.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the City Council.
- 16.0 "SERVICE" or "WASTEWATER SERVICE" - All wastewater service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish wastewater service to the Consumer. Thus, the maintenance by the Company of the availability of service at the point of delivery upon request shall constitute the rendering of wastewater service, irrespective of whether Consumer makes any use thereof.
- 17.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

- 2.0 SERVICE APPLICATION - As a condition of Wastewater Service, Service Company may require an application for Service, government-issued photo identification (i.e. identification card, driver's license or passport), proof of ownership or occupancy and payment of a connection or transfer fee and deposit. The conditions of such application are binding upon the customer and the Company. A copy of the application for wastewater service accepted by the Company will be furnished to the Customer upon request. The Customer shall furnish to the Company the correct name, street address and lot and block number of the property at which service is to be rendered.

- 3.0 WITHHOLDING SERVICE - The Company may withhold or discontinue service rendered upon application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such member, household, organization or business for service has been paid in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff. The Member-Owner shall be responsible for any Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, due on rental property in the event of nonpayment by the Member-Tenant. In the event the Member-Owner fails to pay the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time when due on rental property, such nonpayment may be enforced at the rental property, including through disconnection of service.

- 4.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.

- 5.0 LIMITATIONS OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use, shall be collected directly into the Company's main wastewater lines, and may not be submetered, resold or otherwise disposed of to lessees, tenants, or others unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for wastewater service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such

adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing and inspections.

- 6.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for emergencies, repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God, discontinuation of service for non-payment or as otherwise provided herein, or other causes beyond its control.
- 7.0 TERMINATION OF SERVICE - At Member-Owner's written request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of a rental occupancy or a seasonal customer. In the event of a termination of service, Member-Owner will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.
- 8.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Customer agrees to keep such facilities in good repair, to promptly stop all infiltration and inflow on the premises. The customer expressly agrees not to introduce anything into the collection system which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus, equipment, or Point of Delivery.
- 9.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon increasing the size of a water meter, the customer shall be charged for the increase in wastewater ANC Fees and Deposits, as stated in Rate Schedule.
- 10.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in

effect. Where municipal or other governmental inspection is required, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 11.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent if appropriate.
- 12.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company's property.
- 13.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service as determined by the Company.
- 14.0 BILLING PERIODS - Bills for wastewater service will be billed monthly, and are due when rendered and will be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 15.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the full amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for non-payment, the Member-Owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.
- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by

the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid. A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill. No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company.

- 17.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash, money order, or credit card only, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. A Member-Owner shall not be held responsible for the service charge incurred because of a bad check from their Member-Tenant.

Check Return -	<u>Check Amount</u>	<u>Charge</u>
	\$ 0.00 - \$ 50.00	\$25.00
	\$50.01 - \$300.00	\$30.00
	Over \$300.00	\$40.00 or 5% whichever is greater

- 18.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, notice shall be given to the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing customer shall be held responsible for all wastewater service rendered on such premises until such notice is received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. For the convenience of its customers, the Company will accept telephone orders, to discontinue or transfer wastewater service from one service address to another, and will use all reasonable diligence in the execution thereof. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

Notwithstanding the foregoing, a Member-Tenant account will be discontinued and the Member-Owner will automatically become responsible on a going-forward basis for all charges and costs incurred by the Company in providing Wastewater Service if: 1) the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment; 2) Company personnel verify that the property where the Company is providing Service is vacant; or 3) a Member-Tenant voluntarily discontinues service. All charges and costs for Wastewater Service, or the availability thereof, accruing while a property is vacant shall be the responsibility of the Member-Owner and must be paid prior to the provision of Wastewater Service to a subsequent Member-Tenant.

In the event a change of occupancy involving a sale or conveyance of property subject to the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, such rate, fee, or charge must be either paid off in full, or the new Customer must supply a copy of the deed or other document evidencing ownership and complete a lien form in favor of the Company securing the balance of the charge and provide notice of such payment requirement to a subsequent purchaser of the property, and resume periodic payments.

In the event of a change in ownership, a foreclosure, or other circumstance in which service to the property is temporarily disconnected but Service Company must maintain plant capacity and service availability to the property, the property owner including, but not limited to, Member-Owner, bank, mortgage company, trustee in bankruptcy or foreclosure, or other such entity receiving the benefit of such service availability shall be responsible for payment of Service Company's base facility charge and other rates, fees, and charges accrued during this period of temporary disconnection and as a condition of reconnection or initiation of service. Service Company shall not reconnect service or initiate service for a purchaser of property until any such outstanding balance at that or any other property owned by purchaser is paid in full.

- 19.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees or agents of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection. A party illegally connecting to facilities of the Company, or doing so in violation of the Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for wastewater service based upon a reasonable estimate of service taken.
- 20.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error was due to some cause the date of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.
- 21.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

- 22.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be according to meter size and ERC's as follows:

SINGLE FAMILY RESIDENTIAL,
DUPLEX, TRIPLEX and
GENERAL:

<u>Meter Size</u>	<u>Deposit Amount</u>
5/8 x 3/4"	\$ 100.00
1"	250.00
1.5"	500.00
2"	800.00
3"	1,600.00
4"	2,500.00
6"	5,000.00
8"	8,000.00

Institutional, Multi-Family & Mixed Master: \$100.00 per unit or ERC

The Company may waive the deposit requirement based on one of the following: 1) receipt of a letter from the customer's most recent utility company stating that the customer's account was at no time more than thirty (30) days in arrears for the 12-month period immediately preceding the application to Company for service; 2) the customer authorizes the Company to establish automatic bill payment through electronic funds transfer or other means; or 3) such other evidence of customers good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit.

After a residential customer has established a satisfactory payment record and has continuous service for 12 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check or automatic funds transfer refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, or if a deposit was waived, Company may require a new deposit as a result of any of the above-referenced deficiencies.

General, multi-family, mixed master, institutional, and Member-Tenant deposits, however, are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

Service Company may require a service deposit for irrigation service separate and apart from a water or wastewater deposit. Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

- 23.0 TAMPERING – No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's sewer system without

prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute this tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or \$3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14, Florida Statutes.

- 24.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time.

GENERAL SERVICE RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company to all customers for which no other schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
3/4"	\$ 29.48
1"	73.70
1 1/2"	147.40
2"	235.84
3"	471.68
4"	737.00
6"	1,474.00
8"	2,358.40

Gallage Rate – \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

AVAILABILITY - Available to single family customers or their equivalent throughout the area served by the Company, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$29.48

Gallage Rate - \$3.83 (Per 1000 gallons capped at 16,000 gallons per month per unit served)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

AVAILABILITY - Available to multi-family and mixed master customers as herein defined or their equivalent throughout the area served by the Company, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$23.58

Gallonge Rate - \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

INSTITUTIONAL RATE SCHEDULE

AVAILABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per ERC

<u>Meter Size</u>	<u>Charge</u>
N/A	\$29.48

Gallage Rate - \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

FIXED WASTEWATER RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company for wastewater only customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Charge Per Unit

<u>Meter Size</u>	<u>Charge</u>
N/A	\$48.37

Gallage Rate	None
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BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

- 25.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.
\$40.00 Disconnect charge
\$40.00 Reconnect charge
- 26.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.
\$50.00 during normal work hours
\$135.00 after hours and weekends.
- 27.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.
- 28.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.
\$35.00 (one charge only for transfer of water, sewer, or both)
- 29.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.
- Usage Reports - \$50.00 minimum or \$0.25 per meter, whichever is greater.
- Non-Payment Trip Charge - \$45.00- only applicable during normal work hours
- Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.
- Plan Review and Inspection Fees –
The greater of \$835.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.
- Plan Review Resubmittal Fee - \$250.00 – At the second request for additional information.
- Re-Inspection Fee - \$75.00 – At the request for additional inspection.
- Warranty Expiration Televising (cleaning) - \$1.25 per linear foot (minimum of \$500)
- Developer Agreement Administration Fees -
not to exceed \$1,000.00 per Main Extension Manual

Labor & Equipment -

\$65.00 per 1 man crew per hour

85.00 per 2 man crew per hour

Sewer Tap Locate

Other related and similar activities

\$35.00 during normal work hours

\$85.00 After hours and weekends

Estoppels Letter Fee

Normal Delivery - \$15.00

Rush Delivery - \$30.00

No extra charge if customer is also a water customer.

Late Payment Fee

\$5 or 1% of past due amount, whichever is greater.

Meter Tampering Charge

Greater of 3 times the amount of services unlawfully obtained, or \$3,000.

Grease Trap Fee - \$150.00 – Initial plan review and inspection.

29.1 RECLAIMED WATER RATE - \$.49 per 1000 gallons except as otherwise set by contract.

SERVICE AVAILABILITY POLICY

- 30.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of sewer capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.
- 31.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 32.0 AGREEMENT FOR SERVICE - Service is provided through a Service or Developer Agreement (if the capacity request warrants) and upon payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee, Special Service Charge and other charges as set forth herein. Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns property with houses, duplexes, or other units and who has one or more sewer connections on this property cannot serve sewer to a buyer of any previously unserved portion of the property. The sale of a portion of the property must be reported to the Company in order for the Company to provide service in accordance herewith. If there are multiple owners of a duplex, triplex, or other multiunit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.
- 33.0 APPLICATIONS BY AGENTS – Applications for sewer service requested by a person who owns property with houses, duplexes, or other units, property owner, person, firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When sewer service is rendered under application between the Company and an agent of the principal, the use of such sewer service by the principal shall constitute full and complete ratification by the principal of the application between agent and the Company and under which such sewer service is rendered.
- 34.0 APPLICATIONS FOR BUILDING PERMIT – Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC Fee and all other applicable charges in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations.
- 35.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for sewer service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.
- 36.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of sewer service to Developers for use in obtaining zoning changes and development orders

necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing Permit Letters for the purpose of obtaining a concurrency letter or building permit.

37.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of sewer service by the Company, Developer shall be required to pay certain costs of making service available, including on-site sewage collection system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.

38.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

- (a) Single Family Residential, Duplex and Triplex:
Meter Size
All \$3,925.00 per unit served
- (b) Multi-family and Mixed-Master: \$3,140.00 per unit served
- (c) Assisted Living Facility: \$3,925.00 per ERC.
The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(d) General Service:		
<u>Meter Size</u>	<u>ERC Equivalent</u>	<u>ANC Fee per ERC</u>
3/4"	1	\$ 3,925.00
1"	2.5	9,812.50
1-1/2"	5	19,625.00
2"	8	31,400.00
3"	16	62,800.00
4"	25	98,125.00
6"	50	196,250.00
8"	80	314,000.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company, subject to approval of the City Council. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

- (1) Governmental agency reduces the number of units, or denies a building permit
- (2) Water meter has not been installed at time of customer's request for refund

In the event a customer wishes to utilize an ANC Fee credit which has been banked by the City consistent with the Franchise, the customer shall provide a copy of the City resolution authorizing a transfer of the banked fee and any other documentation required by the Franchise or reasonably required by the Company.

- 39.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Wastewater Service Application and a request for meter installation, Customer shall pay for costs associated with the tap-in or connection of the Consumer Installation to the collection or transmission system of the Company according to the following schedule:

Customer Connection (tap-in) Charge - Actual Cost

- 40.0 CAPACITY RESERVATION FEES - Upon execution of a Wastewater Service Application in order to reserve capacity in the system and/or payment of ANC Fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to cancellation in order to remedy delinquent payments. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.
- 41.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly sewer collection lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.
- 42.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density

factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

43.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will charge based on actual cost involved. The cost of a change or relocation of a service will be based on actual cost. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.

44.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual septic systems or package plants in an area other than one which the Company has designated as a Gravity Expansion Area, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities including, but not limited to, lift stations necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing collection system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit.

Should the cost of such future wastewater service expansion programs vary significantly from the general charges contained herein, the Company may institute an additional or lesser charge to affected customers, based upon the Company's actual costs, and may allow the amortization of charges and costs over a reasonable time period, if warranted. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

45.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides wastewater service to the Imperial Harbor Subdivision. In order to provide such service, the lines, lift stations and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge:	\$ 1,095.67 per unit
or	
Monthly Amortization:	\$ 7.74 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 45.1 SPECIAL SERVICE CHARGE TO FORMER HACIENDA CUSTOMERS - As a result of the abandonment of Hacienda Treatment Plant, Inc. ("Hacienda"), the Company provides wastewater service to former Hacienda customers. In order to provide such service, the former Hacienda customers needed to be interconnected with the Company's wastewater facilities. In addition to the other rates and charges contained in this Tariff, the customers formerly served by Hacienda, as well as future customers who would have been served by Hacienda, are required to pay a Special Service Charge that is intended to defray the cost of necessary interconnection in order to render service to such customers, and which provides a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years as set forth below:

Special Service Charge:	\$ 795.00 per ERC
or	
Monthly Amortization:	\$ 5.68 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 45.2 SPECIAL SERVICE TO SPRING CREEK VILLAGE SUBDIVISION – In addition to the other rates and charges contained in this Tariff, the customers within Spring Creek Village are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years which charges are set forth below:

Special Service Charge:	\$7,210.00 per unit
or	
Monthly Amortization:	\$ 43.23 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection or service for nonpayment.

- 45.3 SPECIAL SERVICE CHARGE TO BONITA SPRINGS GOLF AND COUNTRY CLUB – In addition to the other rates and charges contained in this Tariff, customers formerly served by, or in the former service area of, Bonita Springs Golf and Country Club are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum,

or amortize the cost over 25 years at an interest rate of 6.0% per annum. Interest shall begin to accrue one year after implementation of the charge. The charges are set forth below:

	<u>Single Family Unit</u>	<u>Multi-Family Unit</u>
One Time Payment:	\$3,365	\$2,692
or		
Monthly Amortization:	\$21.68	\$17.34

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 45.4 SPECIAL SERVICE CHARGE TO THE FOUNTAIN LAKES AND MARSH LANDING COMMUNITIES – In addition to the other rates and charges contained in this Tariff, wastewater customers in the Fountain Lakes and Marsh Landing communities are required to pay a Special Service Charge which is intended to defray the cost of system acquisition and necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or may pay over time based on a 25 year amortization, with an interest rate of 6.0% per annum. The charges are set forth below:

	<u>Single Family Unit</u>	<u>Multi-Family Unit</u>
One Time Payment:	\$3,442	\$2,754
or		
Monthly Amortization:	\$22.18	\$17.74

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the Special Service Charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 45.5 SPECIAL SERVICE CHARGE TO THE VILLAGES IN IMPERIAL BONITA ESTATES In addition to the other rates and charges contained in this Tariff, customers in The Villages section of Imperial Bonita Estates are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 25 years. The charges are set forth below:

Single Family Unit

One Time Payment:	\$1,552.00
or	
Monthly Amortization:	\$ 10.00

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 45.6 SPECIAL SERVICE CHARGE TO THE FOREST MERE AND SPRING LAKES SUBDIVISIONS – In addition to the other rates and charges contained in this Tariff, customers in the Forest Mere and Spring Lakes Subdivisions are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% annum. The charges are set forth below:

	<u>Single Family Unit</u>	<u>Multi-Family Unit</u>
One Time Payment:	\$2,182	\$1,854
or		
Monthly Amortization:	\$14.40	\$12.24

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 45.7 SPECIAL SERVICE CHARGE TO LEISURE TIME PARK - In addition to the other rates and charges contained in this Tariff, customers in the Leisure Time Park are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% interest per annum. The charges are set forth below:

	<u>Single Family/Clubhouse</u>
One Time Payment:	\$ 943.73 per ERC

or
Monthly Amortization \$ 6.23 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 46.0 SERVICE TO GRAVITY EXPANSION AREAS - The Company has undertaken a program of constructing local collection and transmission systems to replace septic tanks serving existing residential areas in a program designated as the Gravity Expansion Program. The territory included in the Gravity Expansion Program is on file with the Company. Customers within the Gravity Expansion area may be required to connect to the system when service becomes available following required notice by the Company. In addition to the other rates and charges contained in this Tariff, customers within the Gravity Expansion area are required to pay a charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Gravity Expansion charge in a lump sum, or amortize the cost up to 30 years which charges are set forth below. In the event a customer elects to amortize the Gravity Expansion charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Gravity Expansion Residential Charge: \$1,717.00 per unit

plus

Gravity Expansion customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

- 47.0 QUALITY OF WASTEWATER - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Company. Should any non-domestic wastes or pollutants be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

Developer, or subsequent owners or occupants of the Property, may introduce non-domestic wastes from commercial establishments on the Property only upon prior written approval from Service Company based on Service Company's determination that such non-domestic waste will not harm utility facilities. Developer further agrees that no waste waters, fluids, or any substances and materials which contain any pollutants in whole or in part, regardless of the concentrations of said constituents, shall be discharged into Service Company's sanitary sewer collection/transmission system. Service Company shall have the right to sample the Developer's sewage to verify Developer's compliance with this paragraph.

In addition to the preceding paragraphs, and not by way of limitation, in the event Company determines that the property to be served poses a threat of introducing pollutants into the collection or transmission system at levels determined by the Company to be harmful to the sewer system, including, but not limited to, the system's ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the Company has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer.

No person shall discharge or cause to be discharged materials, water or waste, if it appears likely, in the opinion of the Company, that such discharge may cause harm to the utility system or have an adverse effect or cause interference with the operation of the wastewater treatment facility. In that event, the customer shall be subject to such pretreatment or other measures as are necessary to protect the integrity of Company's system and the ability to serve its members including the requirements set forth in Chapter 62-625 Florida Administrative Code, Pretreatment Requirements for Existing and Other Sources of Pollution, those standards set forth in the Company's Sewer Use Manual or such other pretreatment standards as shall have been approved by the Company's Board of Directors, and those industrial pretreatment standards and grease management standards as may be adopted and enforced by the City of Bonita Springs or Lee County as they apply in their respective portions of Company's service territory.

- 48.0 REFUNDABLE ADVANCES - Company may require, in addition to those set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of sewer mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing sewer facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the off-site facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an ERC. On that basis, Company will establish a refundable advance charge per ERC and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than eight (8) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

- 49.0 WASTEWATER REUSE - The Company owns, operates and maintains wastewater treatment facilities, pursuant to operating permits from the Florida Department of Environmental Regulation, which produce treated effluent of a quality suitable for the

irrigation of grasses, woodlands and certain vegetation. The Company may make treated effluent available to consumers within the service area of the Company that own large tracts of green areas requiring landscape irrigation ("Users"), based on the Board of Directors determination of the best interests of the Company and its members. Determination of the quantity, price, terms and conditions of the provision of effluent to Users shall be at the sole discretion of the Company, and may be set forth in an Effluent Reuse Agreement entered into by the Company and the User.

User shall be responsible for the design, construction and installation, at User's sole cost and expense subject to the approval and inspection by the Company, of on-site and off-site utility lines and facilities needed to initially create or thereafter connect into the Company's effluent disposal system. User shall convey ownership to Company of all lines and facilities from authorized treatment facilities to the point of delivery of effluent to User by bill of sale in a form satisfactory to the Company; it being understood that lines and facilities must be sized and constructed to the satisfaction of Company in accordance with the guidelines and specifications of the Company, subject to refundable advance treatment for oversized facilities. Acceptance of said lines and facilities shall be within the sole discretion of the Company.

User shall be responsible for obtaining information and preparing all necessary environmental planning, hydrogeologic monitoring studies and reports reasonably necessary for the permitting, preparation and continued utilization of User's property as a site for effluent reuse. User shall further be required to provide wet weather storage (non-application day) for not less than five (5) days effluent allocation. Wet weather storage capacity is subject to evaluation on a case-by-case basis and may be increased due to, among other things, changes in regulatory requirements.

User shall be responsible for any and all costs relative to the maintenance of any water management tract constructed upon User's land and User shall be responsible, at its sole cost and expense, for the construction and maintenance of any effluent spray irrigation device or other system which draws from the water management tract. User shall incur the cost of securing licenses and permits from applicable governmental agencies relative to the reuse of the Company's treated effluent upon User's property, including any costs incurred by Company to secure same.

As a prerequisite to the Company's acceptance of effluent discharge and delivery lines, facilities and appurtenances thereof, User shall grant Company, its successors and assigns, all easements and rights of ingress and egress, necessary for the discharge and delivery of effluent upon User's property, including, but not limited to, easements covering lines and facilities. The easements shall allow the Company to own effluent discharge lines and other facilities required for the effluent delivery.

50.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other

developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require that, concurrent with Company signing off on Developer's Permit Application, Developer pay all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Carly Sanseverino, Staff Attorney; Ayita Lonergan, Floodplain Manager

AGENDA: Public Hearing

STRATEGIC PRIORITY: #1 Stormwater Improvement

BACKGROUND:

On February 16, 2022, the City’s Floodplain Manager presented necessary amendments to the City’s Flood Hazard Reduction Ordinance in order to maintain the City’s Class 5 status under FEMA’s NFIP Community Rating System (CRS). In order to maintain the City’s CRS classification, the following modifications are required:

- 1) Replacement manufactured homes must now meet the elevation requirements.
- 2) Adding size limitations to accessory structures as required by FEMA.
- 3) Adding pre-approved a variance process for agricultural structures.
- 4) Expanding plan review requirements of finished floor elevations to all permits.
- 5) Expanding review and inspections of fill to meet drainage plan requirements.
- 6) Alteration of a watercourse shall submit application to FEMA as a Conditional Letter of Map.
- 7) Variances and Appeals shall be heard by the Hearing Examiner.
- 8) Definitions have been updated to include Coastal A Zones (LiMWA).
- 9) Expanded the required information shown on preliminary plats.

The attached ordinance is the first of two ordinances necessary to effectuate the needed modifications. The draft ordinance has been reviewed by FEMA for sufficiency.

STAFF RECOMMENDATION: Adopt ordinance.

ATTACHMENTS:

1. Draft Ordinance

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, FLORIDA

ORDINANCE NO. 22 -

AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs, a municipal corporation in the State of Florida; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the City of Bonita Springs that may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, Lee County was accepted for participation in FEMA’s National Flood Insurance Program on September 19, 1984 and the City of Bonita Springs, which incorporated on December 31, 1999, and was accepted for participation in the National Flood Insurance Program on August 16, 2002, and desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the City of Bonita Springs has determined that is in the public interest to adopt the proposed floodplain management regulations in coordination with the *Florida Building Code* to remain consistent with the National Flood Insurance Program requirements; and

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

The above recitals are true and correct and incorporated herein by reference.

Section 2. Amending the Code of Ordinances.

Chapter 24 of the Bonita Springs Code of Ordinances is hereby amended, with deletions depicted by ~~strike~~throughs and additions depicted with underlining, as provided in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability.

It is the Council's intent that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered a separate provision and shall not affect the remaining provisions of this Ordinance. The Council further declares its intent that this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

Section 4. Codification and Scrivener's Errors

City Council intends that this Ordinance be made part of the Bonita Springs Code of Ordinances and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" can be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager without the need for a public hearing.

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

[This space left intentionally blank.]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Lee County, Florida, this ____ day of _____ 2022.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk's Office

Approved as to form:

City Attorney's Office

Vote:

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

Date filed with City Clerk: _____

EXHIBIT A
AMENDMENTS TO BONITA SPRINGS CODE CHAPTER 24

Chapter 24 - FLOOD HAZARD REDUCTION

ARTICLE I. FLOOD HAZARD REDUCTION

DIVISION 1. ADMINISTRATION

Subdivision I. Generally

Sec. 24 – 1. Scope.

The provisions of this article apply to all development located within the jurisdictional boundaries of the City of Bonita Springs, including those that ~~is~~ are wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 24 – 2. Intent.

The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

Sec. 24 – 3. Coordination with the *Florida Building Code*.

This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

Sec. 24 – 4. Warning.

The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

Sec. 24 - 5. Disclaimer of Liability.

This article shall not create liability on the part of the City of Bonita Springs or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made there under.

Secs. 24–6 to 24-10. Reserved.

Subdivision II. Applicability

Sec. 24 – 11. General.

- (1) Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) This article shall apply to all flood hazard areas within the City of Bonita Springs, as established in §24 - 11(3) of this article and to areas as specified in §24-114 and §24-112 of this article.
- (3) The Flood Insurance Study for Lee County, Florida and Incorporated Areas, effective ~~December 7, 2018~~ November 17, 2022, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Bonita Springs Department of Community Development located at 9220 Bonita Beach Road, Suite 111, Bonita Springs, FL 34135.

Sec. 24 - 12. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to Division 1, Subdivision V of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

Sec. 24 - 13. Other laws.

The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 24 - 14. Abrogation and greater restrictions.

This article supersedes any article in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing articles including but not limited to land development regulations, zoning resolutions / ordinances, stormwater management regulations, South Florida Water Management District permitting requirements, Florida Department of Environmental permitting requirements, or the *Florida Building Code*. In the event of a conflict between this article and any other article, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

Sec. 24 - 15. Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Secs. 24 – 16 to 24 – 20. Reserved.

Subdivision III. Duties and Powers of the Floodplain Administrator

Sec. 24 – 21. Designation.

The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

Sec. 24-22. General.

The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Division 1, Subdivision VII of this article.

Sec. 24-23. Applications and permits.

The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development ~~in flood hazard areas~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas, for compliance with the requirements of this article;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications in all areas of the community, including special flood hazard areas and coastal high hazard areas to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with other applicable governmental entities to assure that applications, plan reviews, and inspections for buildings and structures ~~in flood hazard areas~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas comply with the applicable provisions of this article.

Sec. 24 - 24. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure will be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, ~~if~~ as applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of “substantial improvement” and previous permits issued for repair of flood-related damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

Sec. 24 – 25. Modifications of the strict application of the requirements of the *Florida Building Code*.

The Floodplain Administrator, in coordination with other applicable governmental entities, shall review requests that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Division 1, Subdivision VII of this article.

Sec. 24 - 26. Notices and orders.

The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

Sec. 24 - 27. Inspections.

The Floodplain Administrator shall make the required inspections as specified in Division 1, Subdivision VI of this article for development that is not subject to *the Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 24 - 28. Other duties of the Floodplain Administrator.

The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with other applicable governmental agencies, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to §24-24 of this article;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA) in accordance with §24-46(3) of this article;
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions will be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* and this article to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Bonita Springs are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements, which are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified by the U.S. Fish & Wildlife Service on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas".

Sec. 24 - 29. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement

or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses shall be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records are available for public inspection at the Department of Community Development.

Secs. 24 – 30 to 24-32. Reserved.

Subdivision IV. Permits

Sec. 24 – 33. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

Sec. 24 – 34. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 24 - 35. Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are

exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. §604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. §366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in areas which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. §553.73(10)(k) are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

Sec. 24 – 36. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Division 1, Subdivision V of this article.
- (5) State the valuation of the proposed work.
- (6) Be accompanied by copies of State or District permit(s), as applicable.
- ~~(6)~~(7) Be signed by the applicant or the applicant's authorized agent.
- ~~(7)~~(8) Give such other data and information as required by the Floodplain Administrator.
- ~~(8)~~(9) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

Sec. 24 – 37. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other article of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

Sec. 24 – 38. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 24 - 39. Suspension or revocation.

The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other article, regulation or requirement of this community.

Sec. 24 – 40. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; F.S. §373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. §381.0065 and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. §161.141.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. §161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

Secs. 24 – 41 through 24-34. Reserved.

Subdivision V. Site Plans and Construction Documents

Sec. 24 - 44. Information for development ~~in flood hazard areas.~~

The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries, ~~and~~ flood zone(s), base flood elevation(s), design flood elevation(s), elevation requirements established by other local, State or Federal permits, existing and proposed ground elevations; if as necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with §24-45(2) or (3) of this article.
- (3) Where the parcel on which the proposed development will take place will

have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with §24 - 45(1) of this article.

- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Delineation of Coastal Barrier Resource Areas and Otherwise Protected Areas, as applicable.
- ~~(8)~~(9) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- ~~(9)~~(10) Existing and proposed alignment of any proposed alteration of a watercourse.
- (11) Elevation datum provided shall be consistent with the Flood Insurance Rate Map (FIRM) datum in effect at the time of application.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data ~~that are~~ required by this article, but that are not unless required to be prepared by a registered design professional, if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

Sec. 24 - 45. Information in flood hazard areas without base flood elevations (approximate Zone A) and unmapped area(s).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided or are located outside the limit of study, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 24-46. Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development shall not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in §24-47 of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard

area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, shall not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse shall not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA for approval as a Conditional Letter of Map Change and as specified in §24-47 of this article.
- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

Sec. 24-47. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Secs. 24 - 48 – 24- 50. Reserved.

Subdivision VI. Inspections

Sec. 24 - 51. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 24 - 52. Development other than buildings and structures.

The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 24 - 53. Buildings, structures and facilities exempt from the *Florida Building Code*.

The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 24 - 54. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with §24-45(3)(b) of this article, the documentation of height of the lowest floor above highest adjacent grade, ~~prepared by the owner or the owner's authorized agent~~ prepared and sealed by a Florida licensed professional surveyor.

Sec. 24 - 55. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in §24-54 of this article.

Sec. 24 - 56. Manufactured homes.

The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Secs. 24-57 through 24-60. Reserved.

Subdivision VII. Variances and Appeals

Sec. 24 - 61. General.

The City of Bonita Springs ~~Board of Adjustment and Appeals~~ Hearing Examiner shall hear and decide on any requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to Florida Statutes §553.73(5), the City of Bonita Springs ~~Board of Adjustment and Appeals~~ Hearing Examiner shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. Any request for appeals shall be heard by the ~~Board of Adjustment and Appeals~~ Hearing Examiner. This section does not apply to Section 3109 of the *Florida Building Code*, Building.

Sec. 24 - 62. Appeals.

Any requests for appeals from the strict application of this article shall be taken to the ~~Board of Adjustment and Appeals~~ Hearing Examiner pursuant to Florida Statutes §553.775. Appeals should be considered when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the ~~Board of Adjustment and Appeals~~ Hearing Examiner may appeal such decision to the Circuit Court, as provided by Florida Statutes.

Sec. 24 - 63. Limitations on authority to grant variances.

The ~~Board of Adjustment and Appeals~~ Hearing Examiner has limited authority to grant variances. The ~~Board of Adjustment and Appeals~~ Hearing Examiner shall base their decision on variances on technical justifications submitted by applicants, the considerations for issuance in §24-~~67~~ 69 of this article, the conditions of issuance set forth in §24-~~68~~ 70 of this article, and the comments and recommendations of the ~~Board of Adjustment and Appeals~~ Hearing Examiner, the Floodplain Administrator and other applicable governmental entities. The ~~Board of Adjustment and Appeals~~ Hearing Examiner has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

Sec. 24 - 64. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in §24-46 of this article.

Sec. 24 - 65. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation shall not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

Sec. 24 - 66. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of §24-64, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 24-67 Agricultural structures.

A variance is authorized to be issued for the construction or substantial improvement of at-grade agricultural structures provided the requirements of this section are satisfied and:

- (1) A determination has been made that the proposed agricultural structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not

limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

- (d) Is not located in a coastal high hazard area (Zone V/VE and Coastal A), except for aquaculture structures dependent on close proximity to water.

(2) Wet floodproofing construction requirements.

- (a) Anchored to resist floatation, collapse and lateral movement.
- (b) When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.
- (c) Flood damage-resistant materials are used below the base flood elevation plus one (1) foot.
- (d) Mechanical, electrical and utility equipment, including plumbing fixtures, are elevated above the base flood elevation plus one (1) foot.

Sec. 24-68 Non-elevated accessory structures.

A request for a variance is authorized to be heard and decided by the Community Development Department Director for the construction or substantial improvement of non-elevated accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in §24-105 of this article, provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:

- (1) Represent minimal investment and has low damage potential.
- (2) Are one story and not larger than 1,200 square feet in size, and have flood openings in accordance with Section R322.2 of the *Florida Building Code, Residential*.
- (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing

fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 24-~~67~~69. Considerations for issuance of variances.

In reviewing requests for variances, the ~~Board of Adjustment and Appeals Hearing Examiner~~ shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 24 - ~~68~~70. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the

site limit compliance with any provision of this article or the required elevation standards;

- (2) Determination by the ~~Board of Adjustment and Appeals~~ Hearing Examiner, that:
- (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance shall not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and articles; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

~~Secs. 24-69 to 24-70. Reserved.~~

Subdivision VIII. Violations

Sec. 24-71. Violations.

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance

required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

Sec. 24-72. Authority.

For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 24-73. Unlawful continuance.

Any person who continues any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 24- 74 to 24 - 76. Reserved.

DIVISION 2. DEFINITIONS

Subdivision I. General

Sec. 24 - 77. Terms defined in the *Florida Building Code*.

Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

Sec. 24 - 78. Terms not defined.

Where terms are not defined in this article or the *Florida Building Code*, such terms will have ordinarily accepted meanings such as the context implies.

Sec. 24 - 79. Definitions.

Unless otherwise expressly stated, the following words and terms, for the purposes of this article, have the meanings shown in this section.

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Agricultural structure. For floodplain management purposes, a walled and roof structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides.

Coastal A Zone. Flood hazard areas that have been delineated as subject to wave heights between 1 ½ feet (457 mm) and 3 feet (914 mm). Such areas are seaward of the Limit of Moderate Wave Action (LiMWA) line shown on the Flood Insurance Rate Map.

Coastal construction control line. The line established by the State of Florida pursuant to *Florida Statutes* §161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Critical facility means one or more of the following:

- (1) Structures or facilities that commercially produce, use or store highly volatile, flammable, explosive, toxic and/or water-reactive materials that are defined as extremely hazardous substances by the Environmental

Protection Agency under section 302 of the Emergency Planning and Community Right-to-Know Act, Title III of the Superfund amendments and Reauthorization Act of 1986, 42, USC.;

- (2) Hospitals, nursing homes, assisted living facilities and health care facilities Groups I, II and IV;
- (3) Structures used as law enforcement stations, fire stations, governmental vehicle and equipment storage facilities and emergency operations centers that are needed for emergency response activities before, during and after a flood incident; and
- (4) Public or private utility facilities that are vital to maintaining and restoring normal services to flooded areas before, during and after a flood incident.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as “high hazard areas subject to high velocity wave action” or “V Zones” and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood. The flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures,

temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the “start of construction” commenced before September 19, 1984.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 19, 1984.

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which

the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation must be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code*, Building; *Florida Building Code*, Residential; *Florida Building Code*, Existing Building; *Florida Building Code*, Mechanical; *Florida Building Code*, Plumbing; *Florida Building Code*, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such project with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Limit of Moderate Wave Action (LiMWA). Line shown on FIRMs to indicate the inland limit of the 1 ½-foot (457 mm) breaking wave height during the base flood.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser. Actual Cash Value is the actual cash value~~ (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) established by a qualified independent appraiser, or tax assessment value ~~adjusted to approximate market value by a factor~~ provided by the Property Appraiser plus 20 percent.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 19, 1984 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 19, 1984.~~

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. A vehicle, including a park trailer, which is: [See Florida Statutes §320.01]

- (1) Built on a single chassis;

- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive loss means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The five-year period of accumulation begins when the first improvement or repair of each building

is permitted subsequent to November 18, 1992. The cost of replacing windows and doors with impact-resistant products, installation of impact-resistant storm shutters, or replacement roofs with code-compliant materials and methods, shall be assessed in the cumulative cost for only a one-year period. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration shall not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*. ~~The requirements for allowing such relief are set forth in 24-61 et seq., Variances and Appeals, of this ordinance~~

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

DIVISION 3. FLOOD RESISTANT DEVELOPMENT

Subdivision I. Buildings and Structures

Sec. 24 - 80. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to §24-35 of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Division 3, Subdivision VII of this article.

Sec. 24-81. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*,

Building Section 3109 and Section 1612, *Florida Building Code*, Residential Section R322, or the Florida Department of Environmental Protection permitting requirements.

- (2) Minor structures and non-habitable major structures as defined in Florida Statutes §161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

Subdivision II. Subdivisions

Sec. 24 - 82. Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and shall be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; ~~in Zones AH and AO, in all areas of the community, including special flood hazard areas and coastal high hazard areas,~~ adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 24 - 83. Standards for subdivision and other development proposals.

~~Where any portion of proposed subdivisions,~~ Proposed subdivisions in all areas of the community, including special flood hazard areas and coastal high hazard areas, including manufactured home parks and subdivisions, ~~lies within a flood hazard area,~~ the following shall be required:

- ~~(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;~~
- (1) Delineation of the following, as appropriate, shall be shown on preliminary plats;
 - (a) Flood hazard areas
 - (b) Floodway boundaries
 - (c) Flood zone(s)
 - (d) Base flood elevation(s)
 - (e) Design flood elevation(s)
 - (f) Coastal Construction Control Line(s)

- (g) Coastal Barrier Resource Systems
- (h) Otherwise Protected Areas
- (i) Development Order elevation requirements
- (j) South Florida Water Management District elevation requirements
- (k) Florida Department of Environmental Protection elevation requirements

- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with §24-45(1) of this article; and
- (3) Compliance with the site improvement and utilities requirements of Division 3, Subdivision III of this article.

Subdivision III. Site Improvements, Utilities and Limitations

Sec. 24-84. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and shall be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; ~~in Zones AH and AO,~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 24-85. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 24-86. Water supply facilities.

All new and replacement water supply facilities must be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 24-87. Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in §24-46(1) of this article demonstrates that the proposed development or land disturbing activity shall not result in any increase in the base flood elevation.

Sec. 24-88. Limitations on placement of fill.

Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of *the Florida Building Code*.

Sec. 24-89. Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by §24-46(4) of this article demonstrates that the proposed alteration shall not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with §24-112(3) of this article.

Subdivision IV. Manufactured Homes

Sec. 24-90. General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Florida Statutes §320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

The placement of manufactured homes or recreational vehicles is prohibited in coastal high hazard areas (Zone V) and Coastal A Zones, except in an existing manufactured home or recreational vehicle park or subdivision. A replacement manufactured home or recreational vehicle may be placed on a lot in an existing manufactured home or recreational vehicle park or subdivision, provided the anchoring standards of §24-92 of this article and the elevation standards of ~~§24-94 and §24-95, as~~

~~applicable, §24-93 of this article~~ are met. New or expanded manufactured home or recreational vehicle parks or subdivisions are prohibited.

Sec. 24-91. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the foundation requirements of the *Florida Building Code*, Residential Section R322.2 and this article. ~~Foundations for manufactured homes subject to §24-95 of this article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
- (2) In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the foundation requirements of the *Florida Building Code*, Residential Section R322.3 and this article.

Sec. 24-92. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 24-93. Elevation.

~~Manufactured homes that are placed, replaced, or substantially improved shall comply with §24-94 or §24-95, as applicable. All new manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).~~

Sec. 24-94. General elevation requirement.

~~Unless subject to the requirements of §24-95, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the top of the~~

~~lowest floor (Zone A) or bottom of the lowest horizontal structural member (Zone V) is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~Sec. 24-95. Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to §24-194, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, must be elevated such that either the:~~

- ~~(1) Top of the lowest floor (Zone A) or bottom of the lowest horizontal structural member (Zone V) of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

Sec. 24-96~~94~~. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code*, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

Sec. 24-97~~95~~. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code*, Residential Section R322, as applicable to the flood hazard area.

Sec. 24-96 to 24-97 Reserved.

Subdivision V. Recreational Vehicles and Park Trailers

Sec. 24-98. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational

vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 24-99. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in §24-98 96 of this article for temporary placement shall meet the requirements of Division 3, Subdivision IV of this article for manufactured homes.

Subdivision VI. Tanks

Sec. 24-100. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 24-101. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of §24-102 of this article shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.

Sec. 24-102. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas must be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures must meet the foundation requirements of the applicable flood hazard area.

Sec. 24-103. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Subdivision VII. Other Development

Sec. 24-104. General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of §24-87 —of this article if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing, and electrical systems above the design flood elevation, or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

~~Sec. 24-105. Accessory structures.~~

~~Accessory structures are not required to meet the elevation requirements if they meet all of the following requirements, in addition to those set forth in §24-87:~~

- ~~(1) —The structure is securely anchored to resist flotation, collapse, and lateral movement;~~
- ~~(2) —The structure must be designed to allow for the automatic entry and exit of~~

~~flood waters;~~

- ~~(3) The building is a minimal investment and the total size of the building does not exceed 100 square feet in floor area per lot;~~
- ~~(4) The structure is used exclusively for uninhabitable parking or storage purposes;~~
- ~~(5) All electrical or heating equipment is elevated above the design flood elevation or otherwise protected from intrusion of floodwaters; and~~
- ~~(6) For accessory structures located in coastal high hazard areas (V zones), breakaway walls must be used if below the lowest floor.~~

Sec. 24-105 Non-elevated accessory structures.

Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used for only parking or storage and, in addition to the limitations of §24-87 of this article:

- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the *Florida Building Code, Residential*.
- (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.
- (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 24-106. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters shall meet the limitations of §24-87 of this article.

Sec. 24-107. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of §24-87 of this article.

Sec. 24-108. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of §24-87 of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of §24-46(3) of this article.

Sec. 24-109. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

Sec. 24-110. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones.

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas and Coastal A Zones decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

Sec. 24-111. Other development in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures may be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec. 24-112. Nonstructural fill.

In all areas of the community, including special flood hazard areas and coastal high hazard areas:

- (1) In areas other than Coastal A Zones, fill shall be the minimum necessary to achieve the intended purposes and shall be designed and placed to slope to the existing grade in accordance with the requirements of Bonita Springs Land Development Code Section 4-2224.

- (4)(2) In coastal high hazard areas and Coastal A Zones, minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings.
- (2)(3) In coastal high hazard areas and Coastal A Zones, nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal may be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
- (3)(4) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Sec. 24-113. Critical Facilities.

Critical facilities, as defined in the Flood Hazard Reduction Ordinance, shall be located outside the limits of the special flood hazard area where feasible. Construction of new critical facilities shall be permissible within the special flood hazard area if no feasible alternative site is available. If permitted, critical facilities shall be elevated or protected to or above the base flood elevation plus two (2) feet or the 500-year (0.2 percent chance) flood elevation, whichever is higher. Flood proofing and sealing measures shall be implemented to ensure that toxic substances shall not be displaced by or released into floodwaters. Access routes elevated to or above the base flood elevation shall be provided to all critical facilities to the maximum extent possible. Critical facilities shall be designed to remain operable during such an event.

Sec. 24-114. Standards for areas in the B, C, and X Zones.

All new buildings not located in the areas of special flood hazard established in §24-11(3) of this article shall have the lowest floor elevation (including basement) constructed at least 12 inches above the crown of the nearest local street unless the Floodplain Administrator determines there are extenuating circumstances that would preclude meeting that elevation; or to the minimum elevation required by other local, state or federal permit.

Secs. 24-115 to 24-120. Reserved.

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS – ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT; PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Carly Sanseverino, Staff Attorney; Ayita Lonergan, Floodplain Manager

AGENDA: Public Hearing

STRATEGIC PRIORITY: #1 Stormwater Improvement

BACKGROUND:

On February 16, 2022, the City’s Floodplain Manager presented necessary amendments to the City’s Flood Hazard Reduction Ordinance in order to maintain the City’s Class 5 status under FEMA’s Community Rating System (CRS).

In order to maintain the City’s CRS classification, the following modifications are required:

- 1) Replacement manufactured homes must now meet the elevation requirements.
- 2) Adding size limitations to accessory structures as required by FEMA.
- 3) Adding pre-approved a variance process for agricultural structures.
- 4) Expanding plan review requirements of finished floor elevations to all permits.
- 5) Expanding review and inspections of fill to meet drainage plan requirements.
- 6) Alteration of a watercourse shall submit application to FEMA as a Conditional Letter of Map.
- 7) Variances and Appeals shall be heard by the Hearing Examiner.
- 8) Definitions have been updated to include Coastal A Zones (LiMWA).
- 9) Expanded the required information shown on preliminary plats.

The attached ordinance is the companion ordinance to Green Sheet 22-08-115, which amends the Flood Hazard Reduction Ordinance. This ordinance amends the associated local technical amendments to the Florida Building Code in Section 10-22 of the City’s Code of Ordinances.

STAFF RECOMMENDATION: Adopt ordinance.

ATTACHMENTS:

1. Draft Ordinance

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
ORDINANCE NO. 22-**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS - ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT; PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Bonita Springs City Council is authorized pursuant to Section 166.01, Florida Statutes, to enact ordinances necessary for the exercise of its powers; and

WHEREAS, Lee County was accepted for participation in the National Flood Insurance Program on September 19, 1984, and the City of Bonita Springs was accepted for participation in the National Flood Insurance Program on August 16, 2002, and desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Florida Statutes §553.73 establishes the state-wide unified building code known as the *Florida Building Code*; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Council previously adopted certain local requirements, and pursuant to section Florida Statutes §553.73(5), the City Council now desires to format those requirements to coordinate with the *Florida Building Code*; and

WHEREAS, the fiscal impact of this ordinance is negligible because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program, and there will be continued cost savings and benefits relating to flood insurance for our residents; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section Florida Statutes §553.73(4); and

WHEREAS, it is declared that the provisions and regulations hereinafter contained and enacted are for the purpose of securing and promoting the public health, safety and welfare of the residents and property of the City of Bonita Springs.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

The above recitals are true and correct and incorporated herein by reference.

Section 2. Amending the Code of Ordinances.

Chapter 10 of the Bonita Springs Code of Ordinances is hereby amended, with deletions depicted by ~~strikethroughs~~ and additions depicted with underlining, as follows:

Sec. 10-22 Definitions: Florida Building Code Amendments

(a) Definitions. The *Florida Building Code*, Building and *Florida Building Code*, Existing Building, are hereby amended by the following technical amendments to the definitions.

REPETITIVE LOSS. Flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The five-year period of accumulation begins when the first improvement or repair of each building is permitted subsequent to November 18, 1992. The cost of replacing windows and doors with impact-resistant products, installation of impact-resistant storm shutters, or replacement roofs with code-compliant materials and methods, shall be assessed in the cumulative cost for only a one-year period. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

- (b) The *Florida Building Code*, Building is further modified by the following technical amendment to Section 107.3.5:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include: Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one and two family):

6. Structural requirements shall include: Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

- (c) The Florida Building Code, Building is further modified by the following technical amendment to Section 1612:

1612.4.1 Modification of ASCE 24. Reserved. Table 6-1 and Section 6.2.1 in ASCE 24 shall be modified as follows:

~~1. The title of Table 6.1 shall be "Minimum Elevation of Floodproofing, Relative to Base Flood Elevation (BFE) or Design Flood Elevation (DFE), in Coastal A Zones and in Other Flood Hazard Areas that are not High Risk Flood Hazard Areas."~~

~~2. Section 6.2.1 shall be modified to permit dry floodproofing in Coastal A Zones, as follows: "Dry floodproofing of nonresidential structures and nonresidential areas of mixed-use structures shall not be allowed unless such structures are located outside of High Risk Flood Hazard areas and Coastal High Hazard Areas. Dry floodproofing shall be permitted in Coastal A Zones provided wave loads and the potential for erosion and local scour are accounted for in the design. Dry floodproofing of residential structures or residential areas of mixed-use structures shall not be permitted."~~

1612.4.3 Modification of ASCE 24 (Coastal A Zone). Stem walls shall not be permitted in Coastal A Zones.

- (d) The Florida Building Code, Residential is modified by the following technical amendment to Section R322:

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either

free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.5. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Pile systems design and installation shall be certified in accordance with Section R322.3.9. Spread footing, mat, raft or other foundations that support columns shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24.

~~**Exception:** Reserved. In Coastal A Zones, stem wall foundations supporting a floor system above and backfilled with soil or gravel to the underside of the floor system shall be permitted provided the foundations are designed to account for wave action, debris impact, erosion and local scour. Where soils are susceptible to erosion and local scour, stem wall foundations shall have deep footings to account for the loss of soil.~~

Section 3. Severability.

It is the Council's intent that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered a separate provision and shall not affect the remaining provisions of this Ordinance. The Council further declares its intent that this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

Section 4. Codification and Scrivener's Errors

City Council intends that this Ordinance be made part of the Bonita Springs Code of Ordinances and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" can be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager without the need for a public hearing.

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Lee County, Florida, this ____ day of _____ 2022.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk's Office

Approved as to form:

City Attorney's Office

Vote:

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

Date filed with City Clerk: _____

REQUESTED MOTION: Update regarding master plan for the Banyan Tree parcel in Downtown Bonita.

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

On May 18, 2022, the City Council discussed an idea from the Bonita Springs Historical Society who proposed to install lighting and landscaping intended to accent the Banyan tree across from Riverside Park. The Council authorized BSHS to move forward with a root study and begin plans for lighting and landscaping, at their own financial risk, as a preliminary step towards installation of any lighting.

During the discussion, Council also directed staff to engage DPZ to provide conceptual plans for the entire parcel. At this meeting, DPZ will be presenting various components and layout options for Council's consideration for future planning.

The Bonita Springs Historical Society has provided a topographical and boundary survey of the tree and its roots produced by RWA Engineering. Mr. Derrick Botana with the Bonita Springs Historical Society will be presenting their updated concept plans as well.

STAFF RECOMMENDATION: Council's pleasure.

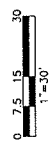
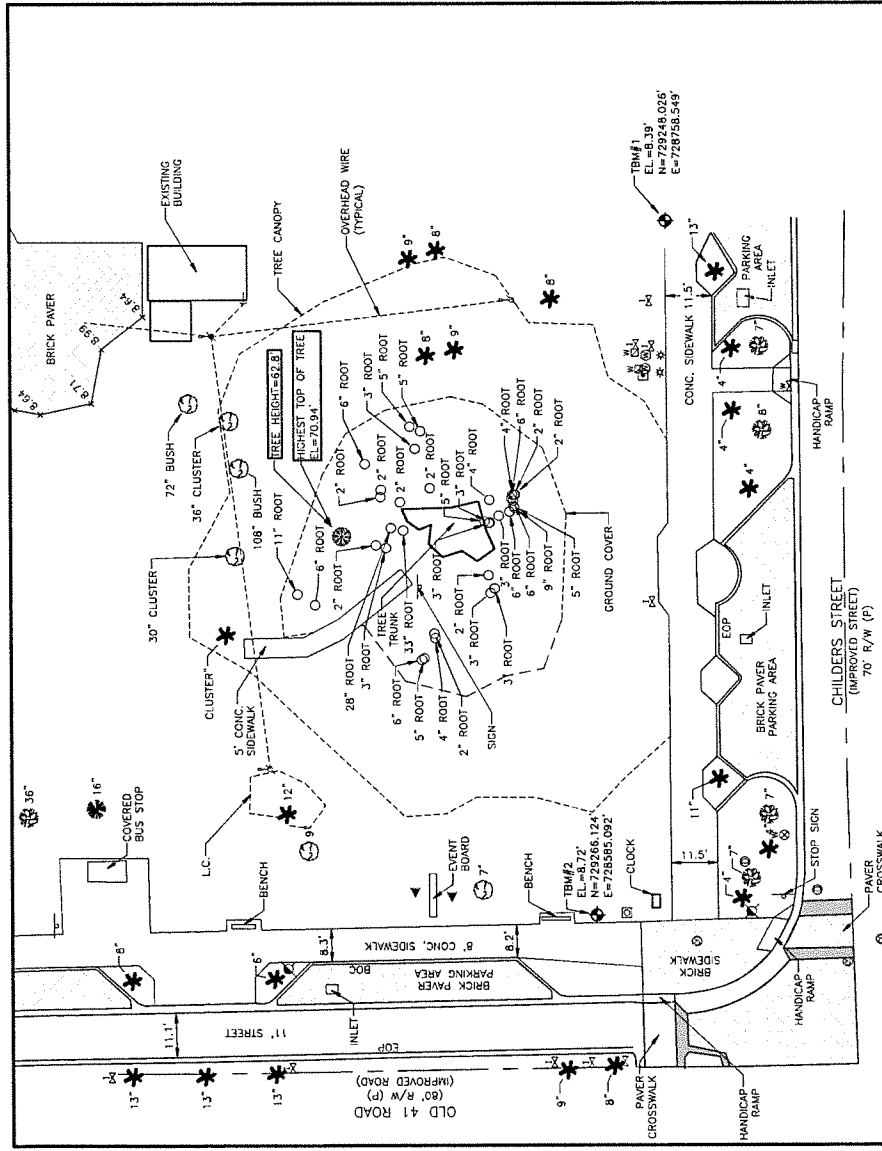
ATTACHMENTS:

1. Topographic, Tree, and Boundary Survey from RWA Engineering
2. Bonita Banyan Perspective View and Concept Plan

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek

Council Action: Approved __ Denied __ Deferred __ Other _____



ABBREVIATIONS & LEGEND:

- ⊗ = AIR RELEASE VALVE
- ⊕ = WATER VALVE
- ⊙ = BACKFLOW PREVENTOR
- ⊖ = IRRIGATION VALVE
- ⊗ = ELECTRIC PULL-BOX
- ⊕ = STREET LIGHT
- ⊙ = ELECTRIC TRANSFORMER
- ⊖ = CABLE TV SERVICE
- ⊗ = SANITARY CLEANOUT
- ⊕ = SANITARY MANHOLE
- ⊙ = COMMUNICATIONS SERVICE
- ⊖ = SET 5/8" IRON PIN WITH CAP LB 6952
- ⊗ = PROPOSED DRAINAGE FLOW
- ⊕ = PAGE
- ⊙ = BANYAN TREE
- ⊖ = PALM TREE
- ⊗ = UNKNOWN TREE
- ⊕ = FINISHED FLOOR ELEVATION
- ⊙ = SEE CURVE TABLE
- ⊖ = PERMANENT REFERENCE MONUMENT
- ⊗ = FOUND IRON PIN WITH CAP
- ⊕ = ACCESS EASEMENT
- ⊙ = DRAINAGE EASEMENT
- ⊖ = PUBLIC UTILITY EASEMENT
- ⊗ = LAKE MAINTENANCE EASEMENT
- ⊕ = COUNTY UTILITY EASEMENT
- ⊙ = UNDEVELOPED EASEMENT
- ⊖ = IRRIGATION EASEMENT
- ⊗ = AIR CONDITIONER
- ⊕ = BRICK PAVEMENT
- ⊙ = EASEMENT/BRICKS
- ⊖ = BACK OF CURB
- ⊗ = RIGHT-OF-WAY
- ⊕ = POOL EQUIPMENT PAD
- ⊙ = CONCRETE BRICK PAVEMENT
- ⊖ = PLANT BOOK
- ⊗ = SPOT ELEVATION
- ⊕ = LANDSCAPE
- ⊙ = ELECTRIC POST
- ⊖ = GROUND LIGHT
- ⊗ = PINE TREE

- GENERAL NOTES:
- UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
 - DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DIMENSIONAL TIES ARE PERPENDICULAR TO RELATIVE PARCEL BOUNDARY LINE.
 - BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83, 2011 ADJUSTMENT).
 - THIS SURVEY IS ONLY FOR THE LANDS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FROM ENCUMBRANCES.
 - ABSTRACT OF TITLE WAS NOT REVIEWED.
 - EXISTING UTILITIES, EASEMENTS, UNLESS DEPICTED HEREON, WERE NOT LOCATED.
 - ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE GPS DERIVED. BENCHMARK PID A6335 WITH ELEVATION OF 3.13' (NAVD88).
 - SURVEYED PARCEL IS IN F.E.M.A. FLOOD ZONE(S) "X" AND "AE" ELEVATION 10.0' AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S DIGITAL FLOOD INSURANCE RATE MAP (DFIRM). MAP NUMBER 12071C059H EFFECTIVE DATE: MAY 16, 2012.
 - THIS SURVEY REPRESENTS EXISTING CONDITIONS AS OF THE DATE OF LAST FIELD WORK OBSERVATION: 06/01/2022.

MICHAEL A. WARD
DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 15,550
THE SIGNATURE OF THE SURVEYOR ON THIS DOCUMENT WAS
AUTHORIZED BY MICHAEL A. WARD, PLS.

PROJECT: BONITA BANYAN PROJECT	
CROSS REFERENCE: 22-566 PG-50	PROJECT NO.: 220055.00.00
SHEET NUMBER: 1	OF 2
FILE NAME: BSIS-01	

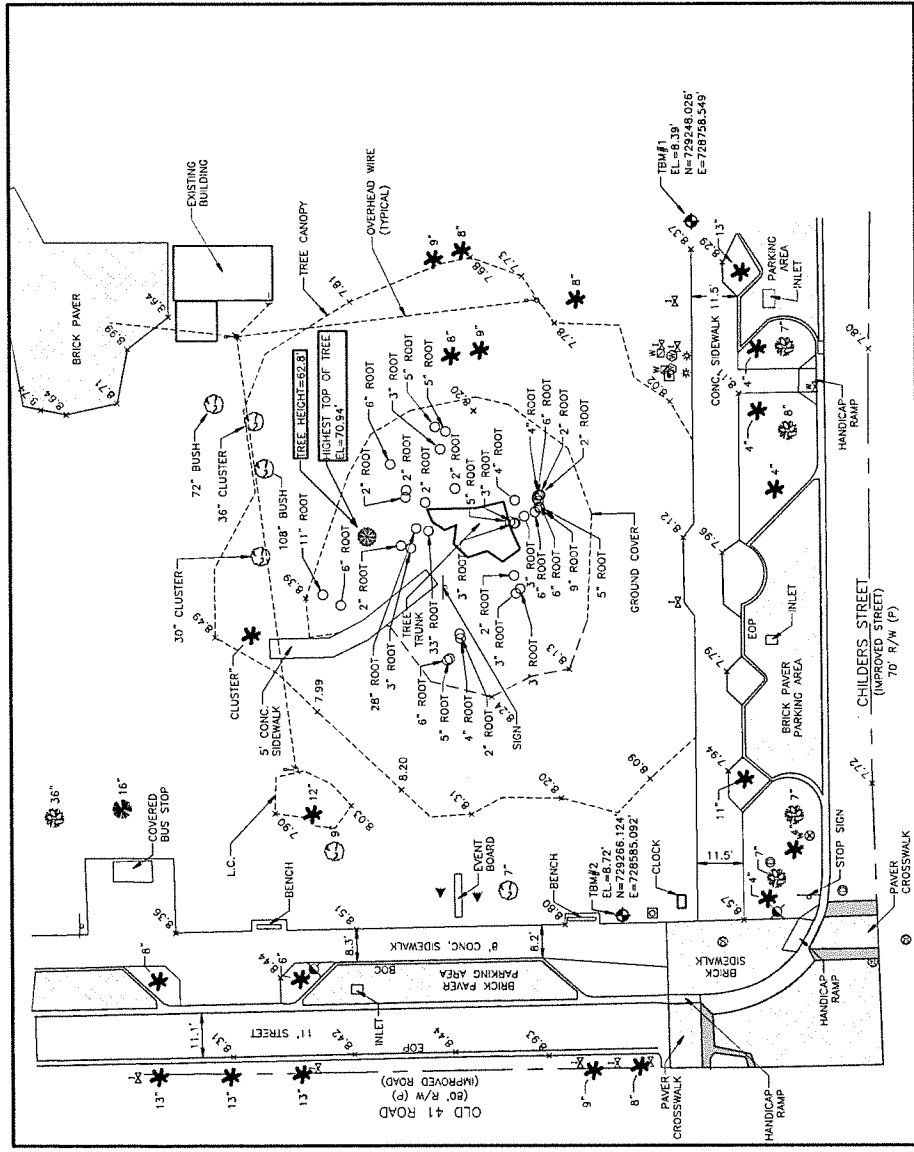
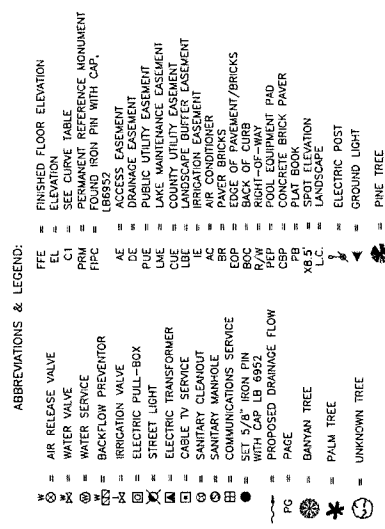
CLIENT: BONITA SPRINGS HISTORICAL SOCIETY	
TITLE: TOPOGRAPHIC, TREE, AND BOUNDARY SURVEY	

DATE: 07/20/22	SCALE: 1"=30'
BY: M.A.W.	CHK: M.A.W.
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NO. 3: 1	NO. 4: 1
NO. 5: 1	NO. 6: 1
NO. 7: 1	NO. 8: 1
NO. 9: 1	NO. 10: 1
NO. 11: 1	NO. 12: 1
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NO. 99: 1	NO. 100: 1

NAME	DATE
FIELD: CL	6/01/22
DRAWN: JR	6/07/22
CHECKED: WF	6/07/22

12800 University Drive, Suite 175 Fort Myers, Florida 33907 Phone: (239) 597-0575 Fax: (239) 597-0578 LB No.: 6952	
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RWA ENGINEERING	
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	NAME	DATE
FIELD:	CL	6/01/22
DRAWN:	JR	6/07/22
CHECKED:	WF	6/07/22



12800 University Drive, Suite 175
Fort Myers, Florida 33907
Phone: (239) 597-0575
Fax: (239) 597-0578
LB No.: 6952

DATE:	6/8/2022
HORIZ. SCALE:	1"=30'
VERT. SCALE:	N/A
SHEET NO.:	35
TWP.:	47S
RGE.:	25E

CLIENT:	BONITA SPRINGS HISTORICAL SOCIETY
TITLE:	TOPOGRAPHIC, TREE, AND BOUNDARY SURVEY

PROJECT: BONITA BANYAN PROJECT			
CROSS REFERENCE: ZO-566 CG-50	PROJECT NO.: 2200955.00.00	SHEET NUMBER: 2 OF 2	FILE NAME: BS1S-01



**MEET ME AT THE
BANYAN TREE!**

**BONITA BANYAN
PERSPECTIVE VIEW**



MEET ME AT THE BANYAN



BONITA BANYAN CONCEPT PLAN



REQUESTED MOTION: Approve a Resolution to adopt the 2022-2023 annual Stormwater Assessment Fee

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Management

BACKGROUND: Ordinance No. 19-05 established a Stormwater Utility Ordinance and authorized the imposition of assessments and utility fees to fund the City's Stormwater Management Services. Section 48-100 within the Ordinance authorizes the imposition of a stormwater service assessment and a stormwater improvement assessment.

The Stormwater Assessments to be charged to all Benefitted Property pursuant to the methodology approved at the public hearings adopting Resolution 19-72 will be computed for each tax parcel of Benefitted Property located within the benefit area for the Fiscal year beginning on October 1, 2022, by multiplying the number of Equivalent Residential Units (ERUs) attributable thereto by the ERU rate of \$50.00, less any authorized mitigation credits for which the benefitted property may be entitled to arrive at the net ERU. The \$50.00 rate includes \$26 for the stormwater service assessment and \$24 for the stormwater improvement assessment.

The 2022-2023 draft budget includes stormwater assessment fee revenue of \$1,008,100 based upon the current assessment rate.

STAFF RECOMMENDATION: Approve the Resolution

ATTACHMENT:

1. Resolution

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SYSTEM AND IMPROVEMENTS; IMPOSING A NON-AD VALOREM ASSESSMENT FOR STORMWATER UTILITY FEES AGAINST CERTAIN REAL PROPERTY WITHIN THE CITY LIMITS ESTABLISHED AS THE STORMWATER BENEFIT AREA; APPROVING THE STORMWATER ROLLS; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bonita Springs, Florida has enacted Ordinance No. 19-05 establishing a Stormwater Utility Ordinance, and authorized the imposition of assessments and utility fees to fund the City's Stormwater Management Services; and

WHEREAS, the imposition of stormwater utility fees is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Services among parcels of property that are benefited thereby; and

WHEREAS, on February 20, 2019, the City Council adopted Resolution No. 19-16, electing to use the uniform method of collecting Non-Ad valorem special assessments for the provision of stormwater services, facilities and programs within the City boundary, which identifies all parcels located within the Bonita Springs City limits as its area of applicability and determined those properties to be benefited by the City's Stormwater Management Service area, identified the method of assigning Equivalent Residential Units (ERUs) and apportioning the cost of the Stormwater Management Services against benefited property located within the benefit area; directed the preparation of the tentative Stormwater Assessment rolls; and directed the provision of notices as required by law; and

WHEREAS, on September 9, 2019, the City Council adopted Resolution 19-72, constituting the Final Rate Resolution, adopting the Stormwater Assessment rolls, imposing Stormwater Assessments and their collection pursuant to the Uniform Assessment Collection Act; and

WHEREAS, pursuant to the Ordinance 19-05, the City Council is authorized to subsequently establish and impose Stormwater Assessments through the adoption of an Annual Stormwater Service Assessment resolutions.

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

Section 2. This Resolution is adopted pursuant to the provisions of Ordinance No.19-05, the Final Rate Resolution No. 19-72, Chapter 403, Florida Statutes, and other applicable provisions of law.

Section 3. This Resolution shall constitute the annual Stormwater Assessment resolutions as provided by Sections 48-158 and 48-208, respectively.

Section 4. The maximum rate per Equivalent Residential Unit(ERU) established in Resolution No. 19-72 is hereby ratified and confirmed without change for the Fiscal Year beginning October 1, 2022.

Section 5. The Stormwater Assessments to be charged to all Benefited Property pursuant to the methodology approved at the public hearings adopting Resolution 19-72 will be computed for each tax parcel of Benefitted Property located within the benefit area for the Fiscal Year beginning on October 1, 2022 by multiplying the number of ERUs attributable thereto by the ERU rate of \$50.00, less any authorized mitigation credits for which the benefitted property may be entitled to arrive at the net ERU. As provided in Ordinance 19-05, the Stormwater Assessments shall constitute a lien upon the tax parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity of all other liens, titles, and claims, until paid. The lien for Stormwater Assessments shall be deemed perfected upon adoption by the Council of this Resolution. Upon perfection, the lien for Stormwater Assessments collected under the Uniform Utility Collection Act shall attach to the property included on the tax roll as of the prior January 1, the lien date for ad valorem taxes.

Section 6. The Stormwater Assessment shall be collected pursuant to the Uniform Assessment Collection Act. The City Clerk is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Assessment rolls to the Lee County Tax Collector by September 15, 2022 in the manner prescribed by Section 197.3632, Florida Statutes.

Section 6. The adoption of this Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the amount per ERU, the adoption of the Stormwater Assessment rolls and the levy and lien of the Stormwater Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

Section 7. This Resolution shall be effective upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of August, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr

Purdon

Forbes

Gibson

Corrie

Quaremba

Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Adopt a proposed millage rate for fiscal year 2022-2023

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND: On July 1, 2022, the Property Appraiser of Lee County, Florida provided the City of Bonita Springs a Certification of Taxable Value certifying its taxable value.

Florida Statute Section 200.065, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall furnish to the Property Appraiser the proposed millage rate, the rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage rate for the Fiscal Year 2022-2023 budget.

We have experienced an increase in total taxable value of 15.15%.

In fiscal year 2022-2023, the maximum millage rate allowed by a majority vote of the governing body is 1.1504 and is based on the rolled back rate of 0.7248 and adjusted 6.13% for the change in per capita Florida personal income. A two-thirds (5 out of 7) council member vote allows for a maximum millage rate of 1.2654.

The proposed millage rate for fiscal year 2022-2023 is 0.8173 mills (\$0.8173 per \$1,000 of assessed property value) which is equal to the prior year rate. This proposed millage rate is greater than the rolled-back rate of 0.7248 mills by 12.76%.

The 2022-2023 draft budget includes the following revenue based upon the current millage rate of 0.8173: General Fund \$10,862,100 and Downtown Area Revenue Sharing \$418,900.

The two public hearings will be held on September 8, 2022, at 5:01 P.M. and September 21, 2022, at 5:01 P.M.

STAFF RECOMMENDATION: Pursuant to Florida statutes, adopt a proposed millage rate.

ATTACHMENTS: None.

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____