

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
OCTOBER 20, 2021
9:00 A.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email your comments to the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG. Any written public comment must be received by 2:00 pm on October 19, 2021.

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use Items:
 - A. (First Reading and Public Hearing of the following Zoning Ordinance): A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE RESIDENTIAL PLANNED DEVELOPMENT PORTION OF THE BAYVIEW ON ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT TO INCREASE THE MAXIMUM PERMITTED BUILDING HEIGHT; ADD RESTAURANT, GROUP III, AND HOTEL/MOTEL USES TO THE SCHEDULE OF USES; ADD THREE (3) NEW DEVIATIONS RELATING TO RESTAURANT AND HOTEL/MOTEL USE; AND TO MODIFY TWO (2) EXISTING DEVIATION JUSTIFICATIONS RELATING TO INCREASE IN HEIGHT; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND, PROVIDE FOR AN EFFECTIVE DATE. (Greensheet No. 21-10-223)
 - B. (First Reading and Public Hearing of the following Zoning Ordinance): A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 4.19± ACRES FROM RESIDENTIAL TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO ALLOW A 132-BED ASSISTED LIVING FACILITY; LOCATED AT 9726 BONITA BEACH ROAD SE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-10-225)

Short recess, if needed

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement. (Greensheet No. 21-10-221)

- B. Authorize the fourth extension of the agreement allowing the Bonita Springs Lions Club to operate a Farmers Market on Wednesdays from 8:00 am-1:00 pm at the Lemon Tree Lot commencing October 21, 2021. At a date to be specified later, due to the Food Truck Park project, the Bonita Springs Lion's Club Farmers Market will be relocated to Front Street. (Greensheet No. 21-10-222)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Presentation of 15 Years of Service Award to City employee Brenda Reetz.

11. Second Reading and Public Hearing of the following Ordinance:

- A. AN AMENDMENT TO THE BONITA SPRINGS LAND DEVELOPMENT CODE; CHAPTER 7— ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT—ARTICLE XII— DOCK AND SHORELINE STRUCTURES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (GREENSHEET NO. 21-10-224)

12. City Attorney's Items

- A. Amend the settlement agreement with Angler's Paradise of Bonita and approve purchase and sale agreements for NW quadrant plan roadway acquisition. (Greensheet No. 21-10-226)

13. City Manager's Items

- A. Presentation and review of the August Monthly Financial Report. (Greensheet No. 21-10-220)

14. Mayor and Council Member Reports

15. Approval of Minutes: 09/14/21 & 09/29/21

16. Public Comment

17. Adjournment

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

REQUESTED MOTION: (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE RESIDENTIAL PLANNED DEVELOPMENT PORTION OF THE BAYVIEW ON ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT TO INCREASE THE MAXIMUM PERMITTED BUILDING HEIGHT; ADD RESTAURANT, GROUP III, AND HOTEL/MOTEL USES TO THE SCHEDULE OF USES; ADD THREE (3) NEW DEVIATIONS RELATING TO RESTAURANT AND HOTEL/MOTEL USE; AND TO MODIFY TWO (2) EXISTING DEVIATION JUSTIFICATIONS RELATING TO INCREASE IN HEIGHT; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND, PROVIDE FOR AN EFFECTIVE DATE.

REQUESTOR: Jacqueline Genson, AICP

AGENDA: First reading and public hearing of a Zoning Ordinance

STRATEGIC PRIORITY: No

BACKGROUND: This is the first reading of an amendment to Zoning Ordinance 20-06, Bayview on Estero Bay CPD/RPD). The amendment request affects the RPD portion of the planned development only; no changes to the CPD are requested. The Applicant's request is to seek an amendment as follows:

1. Increase the maximum permitted building height from 245 feet (22 stories) for Building A-Phase 2 and 115 feet (10 stories) for Building A- Phase 1 to 286 feet (22 stories) for all of Building A; and
2. Add a 7,500 square foot Restaurant, Group III use to the Schedule of Uses (**Exhibit "C"**) for both residential development scenarios of the RPD. The restaurant use will be open to the general public; and
3. Add Hotel/Motel to the Schedule of Uses (**Exhibit "C"**) subject to a conversion rate under the multi-family development scenario; and
4. Add three (3) new deviations relating to the 7,500 SF restaurant and hotel/motel use based on requirements of the Land Development Code (LDC); and
5. Modify two (2) existing deviation justifications relating to the increase in height in the RPD area; and
6. Modify the Master Concept Plan to provide for the changes (**Exhibit "B"**).

This is the first reading and public hearing where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for November 3, 2021 in order to afford due process in accordance with the land development code and state law. The case was heard by the Zoning Board on September 21, 2021, with a recommendation to approve the request (6-1). The minutes and Zoning Board meeting summary will be provided as part of the November 3, 2021 agenda item.

STAFF RECOMMENDATION: Move to the second reading and public hearing

ATTACHMENTS:

1. Draft Zoning 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
ZONING ORDINANCE NO. 21 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE RESIDENTIAL PLANNED DEVELOPMENT PORTION OF THE BAYVIEW ON ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT TO INCREASE THE MAXIMUM PERMITTED BUILDING HEIGHT; ADD RESTAURANT, GROUP III, AND HOTEL/MOTEL USES TO THE SCHEDULE OF USES; ADD THREE (3) NEW DEVIATIONS RELATING TO RESTAURANT AND HOTEL/MOTEL USE; AND TO MODIFY TWO (2) EXISTING DEVIATION JUSTIFICATIONS RELATING TO INCREASE IN HEIGHT; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND, PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by LB Estero Bay Investments, LLC (hereinafter “Developer” and to include any successor in interest) to amend the Bayview on Estero Bay CPD/RPD to increase the maximum permitted building height, amend the schedule of uses to add restaurant and hotel uses, add three (3) new deviations, modify two (2) existing deviation justifications, and modify the Master Concept Plan to provide for the changes; and

WHEREAS, the subject property is located at the northwest corner of Coconut Road and Coconut Point Resort Drive and is described more particularly in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, a Public Hearing was advertised and heard on September 21, 2021, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case PD21-80572-BOS, which recommended approval (6-1), after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The September 13, 2021 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

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

SECTION ONE: RECITALS

The forgoing recitals are true and correct and are incorporated herein by this reference.

SECTION TWO: APPROVAL OF REQUEST

The City Council hereby approves Petition PD21-80572-BOS to amend the Bayview on Estero Bay CPD/RPD subject to the following conditions and deviations:

Conditions:

The amended zoning approval and master concept plan are subject to the following conditions:

1. The development and use of the property must be in substantial compliance with the Master Concept Plan stamped received June 28, 2021, and titled "Bayview on Estero Bay" prepared by Waldrop Engineering, P.A., and attached hereto (**Exhibit "B,"** Sheets 1-3), except as modified by the conditions herein.

The total residential dwelling units may not exceed the approvals granted pursuant to Zoning Ordinance No. 20-06, which allowed for a maximum of 300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR 300 multi-family dwelling units; AND seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp. However, under the 300 multi-family unit option, up to 120 multi-family dwelling units may be converted from multi-family dwelling units to hotel/motel units at the rate of one (1) multi-family unit to one (1) hotel/motel unit. The development also includes up to 7,500 square feet of restaurant uses that are open to the public.

The Applicant must provide a cumulative land development summary table as a part of any local development order application.

2. Condition 2 of Zoning Ordinance No. 20-06 is amended as follows:

- a. Schedule of Uses: **Exhibit "C"**
- b. The Development Regulations: See **Exhibit "B"**

Building A is limited to 286 feet (20 habitable stories/2 stories of parking).

3. Parking for the restaurant must be accommodated within the RPD portion of the project and not within the CPD portion. Parking within the CPD is limited to the public access uses of the marina pursuant to Zoning Ordinance No. 20-06, Condition 7.
4. 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 Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

5. All terms and conditions of Zoning Ordinance No. 20-06 remain in full force and effect, unless specifically modified by this amendment or other preceding actions.

Deviations:

Deviations 7 and 8 of Zoning Ordinance No. 20-06 are amended as follows:

7. Deviation 7 is approved from LDC Section 4-741(b), which requires all buildings and structures to be setback from the development perimeter a distance equal to the greater of one-half the height of the building or structure, to allow ~~all buildings and structures~~ Building A within the Bayview on Estero Bay RPD/CPD to be setback from the development perimeter at a distance equal to the distances as shown on the MCP, with ~~forty-five (45)~~ seventy-five (75) feet being the smallest distance. Buildings seventy-five (75) feet or less must comply with the LDC, or one-half the height of the building.
8. Deviation 8 is approved from LDC Section 4-741(d)(4), minimum separation of buildings, which requires where there are two (2) or more principal buildings on a development tract, the minimum separation of buildings shall be one-half the sum of their heights, or twenty (20) feet, whichever is greater, to allow the minimum building separation between buildings A1 and A2 to be twenty (20) feet, and the minimum separation between buildings A and D to be forty-five (45) feet.

Deviations 14 through 16:

14. Deviation 14 is approved subject to **Condition 3** for relief from LDC Section 4-743, commercial uses in RPD zoning districts, which requires a minimum of 301 dwelling units to allow for 7,500 square feet of commercial uses in the RPD zoning district, to allow for 7,500 square feet of commercial uses with 300 dwelling units.
15. Deviation 15 is **WITHDRAWN** seeking relief from LDC Section 4-739, Permitted Uses in Planned Development zoning districts, which does not list the hotel/motel uses within Table 4-740 within the RPD zoning district.
16. Deviation 16 is approved from LDC Section 4-743(5), Commercial uses in RPD and MHPD districts, which prohibits signs for commercial uses other than project sales to be visible from the perimeter of the project, to allow for signage associated with the proposed restaurant to be visible from Coconut Road.

City Council of Bonita Springs hereby adopts and incorporates into this Ordinance the record of hearings, including testimony, reports, exhibits and attachments considered as part of the application, including specifically:

- A. Legal Description and Sketch of the Subject Property stamped received November 8, 2018
- B. Master Concept Plan stamped received June 28, 2021
- C. Schedule of Uses

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd of November, 2021.

Mayor

City Clerk

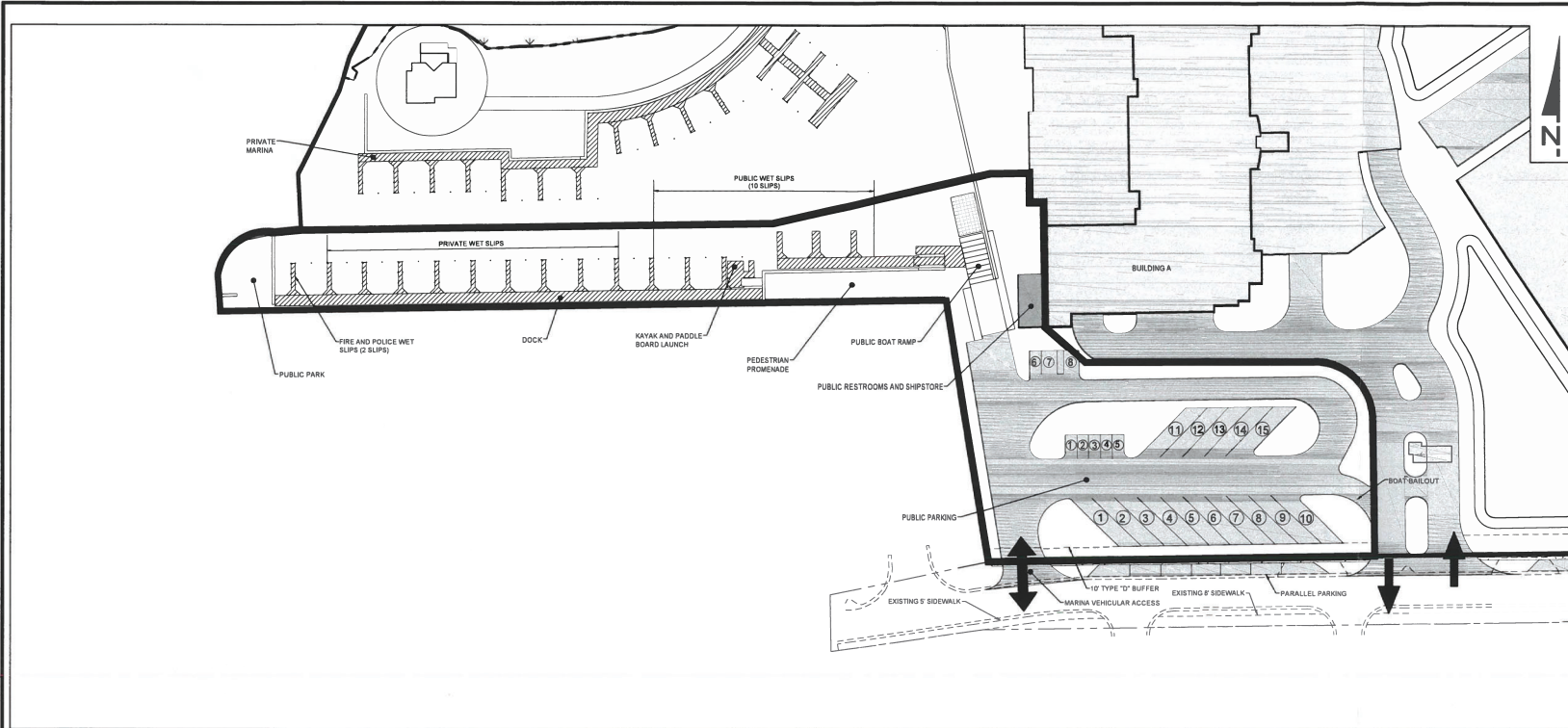
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Purdon	Quaremba
Forbes	Steinmeyer
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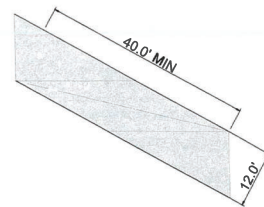


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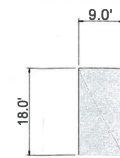


CPD INSET

PARKING SPACES	
TYPE	NO. OF SPACES
BOAT TRAILER	15
STANDARD	7
HANDICAPPED	1
TOTAL SPACES	23



BOAT TRAILER SLIP SPACE (TYP)



STANDARD PARKING (TYP)

WALDROP ENGINEERING
LAWD DEVELOPMENT CONSULTANTS
25100 BAYVIEW GRANDE BLVD. - SUITE 200S, MIAMI, FL 33155
P: 305-404-7777 F: 305-404-7899 EMAIL: info@waldropengineering.com

BAYVIEW ON ESTERO BAY
RPD/CPD
CLIENT: LB ESTERO BAY INVESTMENTS, LLC
SHEET 3 OF 3
MASTER CONCEPT PLAN

PLAN REVISIONS
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EXHIBIT C



BONITA SPRINGS Tampa Orlando Sarasota

28100 Bonita Grande Dr., Suite 305, Bonita Springs, FL 34135
p. (239) 405-7777 f. (239) 405-7899

CITY OF BONITA SPRINGS

SEP 12 2021

Bayview on Estero Bay RPD/CPD Amendment

COMMUNITY DEVELOPMENT
DEPARTMENT

Exhibit IV-G Schedule of Uses

*Changes to conditions of Zoning Ordinance No. 20-06 are shown in ~~strikethrough~~/underline format

MAXIMUM DEVELOPMENT

The Planned Development is approved for a maximum of the following:

OPTION 1 (CONTINUING CARE FACILITIES OPTION):

- *A Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units calculated at a density of 2 ILF units: 1 residential dwelling unit per 4-1183(c);
- 75 Assisted Living Facility (ALF) at a density of 4 ALF beds: 1 residential dwelling unit per 4-1283(a)(1); and
- 72 wet boat slips and 25 dry boat slips (15 on-site & 10 off-site in the Bayview II CPD)
- 1 public boat ramp
- 7,500 SF of Restaurants, Group I-III

OR

OPTION 2 (MULTI-FAMILY OPTION):

- 300 multi-family dwelling units or hotel/motel subject to conversation matrix in Condition X; and
- 72 wet boat slips and 25 dry boat slips (15 on-site & 10 off-site in the Bayview II CPD)
- 1 public boat ramp
- 7,500 SF of Restaurants, Group I-III

RPD

Accessory uses and structures, residential

Administrative offices

Assisted Living Facility (ALF)

ALF/CCF Accessory uses and structures, ALF/CCF including but not limited to: small-scale retail and personal services for use by residents such as ATM's, auditoriums, banking, barber and/or beauty shop, spa services, laundry and/or dry cleaning (Group I and II), medical offices, pharmacy, postal services, rehabilitation facilities, sundries, other community recreational facilities and similar uses)

Continuing Care Facility (CCF)

Clubs, country, private and fraternal

Accessory uses, including but not limited to:

ATM

Bait and tackle shop

Boat dock

Boat ramp

- Consumption on premises, including outdoor seating
- Day care center, adult and child
- Food and beverage service
- Locker rooms
- Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)
- Rental or leasing establishments, Group I only
- Restaurants Groups I, II and III with consumption on premises and outdoor seating
- Specialty retail shop, Groups I and II
- Swimming pools
- Sports courts
- Communication facilities, wireless
- Community gardens
- Cultural facilities
- Dwelling units:
 - Multi-family Building
- Entrance gates and gatehouse
- Essential services
- Essential services facilities, Group I
- Excavation, water retention
- Fences, walls
- Health Care Facilities, Groups I, II and III
- Home occupations in accordance with LDC Chapter 4
- Hotel/motel
- Independent Living Units (ILF)
- Models, display center, model unit limited to residential uses within the PD
- Multi-Slip Docking Facility
- Parks, public and private
- Parks, Groups I and II excluding fishing piers
- Parking lot, accessory, commercial, garage, temporary
- Real estate sales office
- Recreational facilities, commercial Group III, outdoor cultural, passive and active recreational (private on-site) and educational activities only
- Restaurant, Group I-III (limited to 7,500 SF within the overall RPD/CPD)
- Signs in accordance with Chapter 6
- Storage, indoor, accessory only
- Temporary uses in accordance with Chapter 4
- Transportation services, Group I and II

CPD

- Accessory uses and structures
- Administrative offices
- ATM
- Boat parts store
- Boat rental and leasing establishments, Group I
- Club, private
 - Accessory uses, including but not limited to:
 - Bait and tackle shop
 - Boat dock
 - Consumption on premises, including outdoor seating

Food and beverage service
Locker rooms
Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)
Rental or leasing establishments, Group I only
Restaurants Groups I, II and III with consumption on premises and outdoor seating and accessory to private club only
Specialty retail shop, Groups I and II
Swimming pools
Sports courts
Excavation, water retention
Fences, walls
Marina
Marina, accessory uses, excluding fueling facilities
Multi-slip docking facility
Parking lot, accessory
Parks, Groups I and II (excluding fishing piers)
Recreation Facilities, Commercial Group III, outdoor cultural, passive and active recreational and educational activities only
Signs in accordance with Chapter 6
Transportation services, Groups I and II

REQUESTED MOTION: (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 4.19± ACRES FROM RESIDENTIAL TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO ALLOW A 132-BED ASSISTED LIVING FACILITY; LOCATED AT 9726 BONITA BEACH ROAD SE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Community Development, Planner II

AGENDA: First reading of a Zoning Ordinance

STRATEGIC PRIORITY: No

BACKGROUND: The case was heard by the Zoning Board on September 21, 2021, with a recommendation to approve the request (7-0). This is the first reading of a Zoning Ordinance to rezone the subject property located at 9726 Bonita Beach Rd. SE from Residential Two-Family Conservation (TFC-2) to Residential Planned Development (RPD). Approval of the rezone would allow for the construction of a 132-bed, 108-unit assisted living facility with memory care units.

This is the first reading and public hearing of the Zoning Ordinance, where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for November 3, 2021, in order to afford due process in accordance with the land development code and state law.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing

ATTACHMENTS:

1. Draft Zoning 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
ZONING ORDINANCE NO. 21 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 4.19± ACRES FROM RESIDENTIAL TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO ALLOW A 132-BED ASSISTED LIVING FACILITY; LOCATED AT 9726 BONITA BEACH ROAD SE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Erdman Health Care Real Estate Group, LLC, has filed an application to request to rezone 4.19± acres to allow a 132-bed assisted living facility with a schedule of uses; and

WHEREAS, the subject property is located at 9726 Bonita Beach Road., Strap No. 34-47-25-B3-00254.0040, and is described more particularly as:

“See Exhibit A”

WHEREAS, a Public Hearing was advertised and heard on September 21, 2021, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case PD21-77930-BOS which considered the evidence available and recommended approval with conditions after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

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

SECTION ONE: RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION TWO: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request in PD21-77930-BOS to rezone the subject 4.19± acres from Two-Family Conservation (TFC-2) to Residential Planned Development (RPD) to allow for an assisted living facility with a maximum of 132 beds, subject to the following conditions:

1. The project shall be consistent with the Master Concept Plan titled “Erdman Master Concept Plan” prepared by Agnoli, Barber and Brundage, Inc., dated

09-2021, attached hereto and made a part hereof (**Exhibit “B”**), except as modified by the conditions below. The approved development intensity allows for a maximum of 132 beds for the permitted principal uses.

2. Schedule of Uses

Tract A:

Principal Uses:

- a. Assisted Living Facilities
- b. Memory Care Units
- c. Health Care Facilities, Group III, Skilled Nursing Care Facilities (4-408(19)c.)

Accessory Uses: Accessory uses and structures customarily associated with the permitted uses and structures, including:

- a. Food Services, limited to residents and their guests
- b. Consumption on premises, limited to residents and their guests
- c. Parking, limited to residents, their guests and staff
- d. Facility Office Area
- e. Fitness Facility, limited to residents and their guests
- f. Pools/Hot Tubs, limited to residents and their guests
- g. Patios and Raingardens
- h. Outdoor Dining Areas
- i. Internal Pathways and Sidewalks, limited to use by staff, residents and their guests
- j. Uses and structures that are accessory and incidental to the RPD for recreational use.

Tract B:

Principal Uses:

- a. Preserve

Accessory Uses: Accessory uses and structures customarily associated with the permitted principal uses and structures as allowed by the LDC in indigenous preserves, including:

- a. Pathways and Boardwalks
- b. Other passive uses as allowed by the LDC in indigenous preserves.

3. Property Development Regulations:

- | | |
|---------------------------------|---------------------|
| a. Minimum Setbacks: | Principal Structure |
| i. *Bonita Beach Road (south) | 21 feet |
| | *25 feet maximum |
| ii. Wisconsin Street (east) | 21 feet |
| iii. Alabama Street (north) | 21 feet |
| iv. Side | 20 feet |
| v. Rear: | 20 feet |
| b. Maximum Building Height: | 42 feet |
| c. Minimum Building Separation: | 20 feet |
| d. Minimum Open Space: | 40 percent |

4. Parking: In support of Deviation 1, a maximum of 70 parking spaces are permitted for the site.
5. Environmental
 - a. At the time of local development order, a preserve management plan for the 0.42 acre preserve, as shown on the Master Concept Plan, shall be submitted in accordance with Land Development Code Section 3-417(e) and shall include a restoration plant list to include upland scrub plant species found on the site, including pawpaw (genus Asimina), prickly-pear cactus (genus Opuntia), pineland heliotrope (Euploca polyphylla), and narrowleaf silkgrass (Pityopsis graminifolia). The plan shall also provide for trees required to fulfill the Type D buffer requirement after the invasive tree removal along Alabama Street and Wisconsin Street.
 - b. At the time of local development order, the Applicant shall demonstrate compliance with the Tree Advisory Board's approval for the removal and replacement of 3 heritage Florida slash pines with two 20' native trees, species to be agreed on by the Applicant and Staff and one Florida slash pine with a diameter at breast height of 19.5" to be retained in the preserve area. No construction shall be allowed within the dripline of the pine to be retained.
 - c. Prior to commencement of construction, the Applicant will allow for retrieval of native upland scrub groundcover plant species by members of the Florida Native Plant Society.
6. At the time of local development order, a permit will be required for any work within the Wisconsin Street and Alabama Street rights-of-way. Coordination with Public Works is required regarding the ultimate design for drainage in the roadway swales, which may require closed drainage.
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 approval; and
 - b. 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 Area (NFPA).
8. Access. To maintain and provide access to adjacent property owners, the Applicant shall provide and record in the Public Records of Lee County,

Florida, cross access easements for ingress and egress with the properties to the North and Northwest, consistent with the Cross-Access Easement Exhibit (**Exhibit “C”**).

- a. At the time of development or redevelopment of the properties to the West and Northwest, the Applicant shall connect consistent with the Cross-Access Easement Exhibit (**Exhibit “C”**).
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 local development order and Building Permit approval.
10. Approval of this Planned Development is not a guarantee of future approvals.

Deviations:

- a. Deviation 1 is **approved** subject to **Condition 4**, requesting relief from LDC Section 4-899(b)(3)a., to allow parking beyond 15 percent of the minimum required in LDC Section 4-1732.

SECTION THREE: FINDINGS AND CONCLUSIONS

Based upon an analysis of the application and the standards for approval of a planned development rezone, the City Council makes the following findings and conclusions:

1. The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities. The appropriate roadway links are currently over capacity, but the traffic generated by the proposed zoning will not have a significant impact on the volume.
3. Urban services, as defined in the Bonita Springs Comprehensive Plan, are available and adequate to serve the proposed land use.
4. The requested planned development:
 - a. appropriately conditioned meets or exceeds all general performance and locational standards set forth for potential uses allowed by the request;
 - b. is consistent with the intensities and general uses set forth in the Bonita Springs Comprehensive Plan, while the request does not include residential density, outside of a caretaker's residence within the

proposed building, and thus, the project is well below the permitted maximum density; and

- c. is compatible with existing uses in the surrounding area.
5. Additionally, pursuant to section 4-299(a)(2) and (4) of the LDC;
- a. The proposed use or mix of uses is appropriate at the subject location;
 - b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.
 - c. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

SECTION FOUR: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this Ordinance the record of hearings, including testimony, reports, exhibits and attachments considered part of the application as follows:

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property
- B. Master Concept Plan (MCP)
- C. Cross-Access Easement Plan
- D. Block Layout Plan

SECTION FOUR: 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 3rd day of November, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Gibson

Corrie
Quaremba
Steinmeyer

Date filed with City Clerk: _____

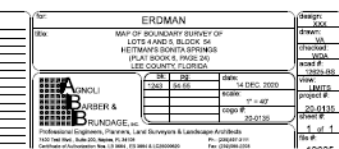


EXHIBIT B

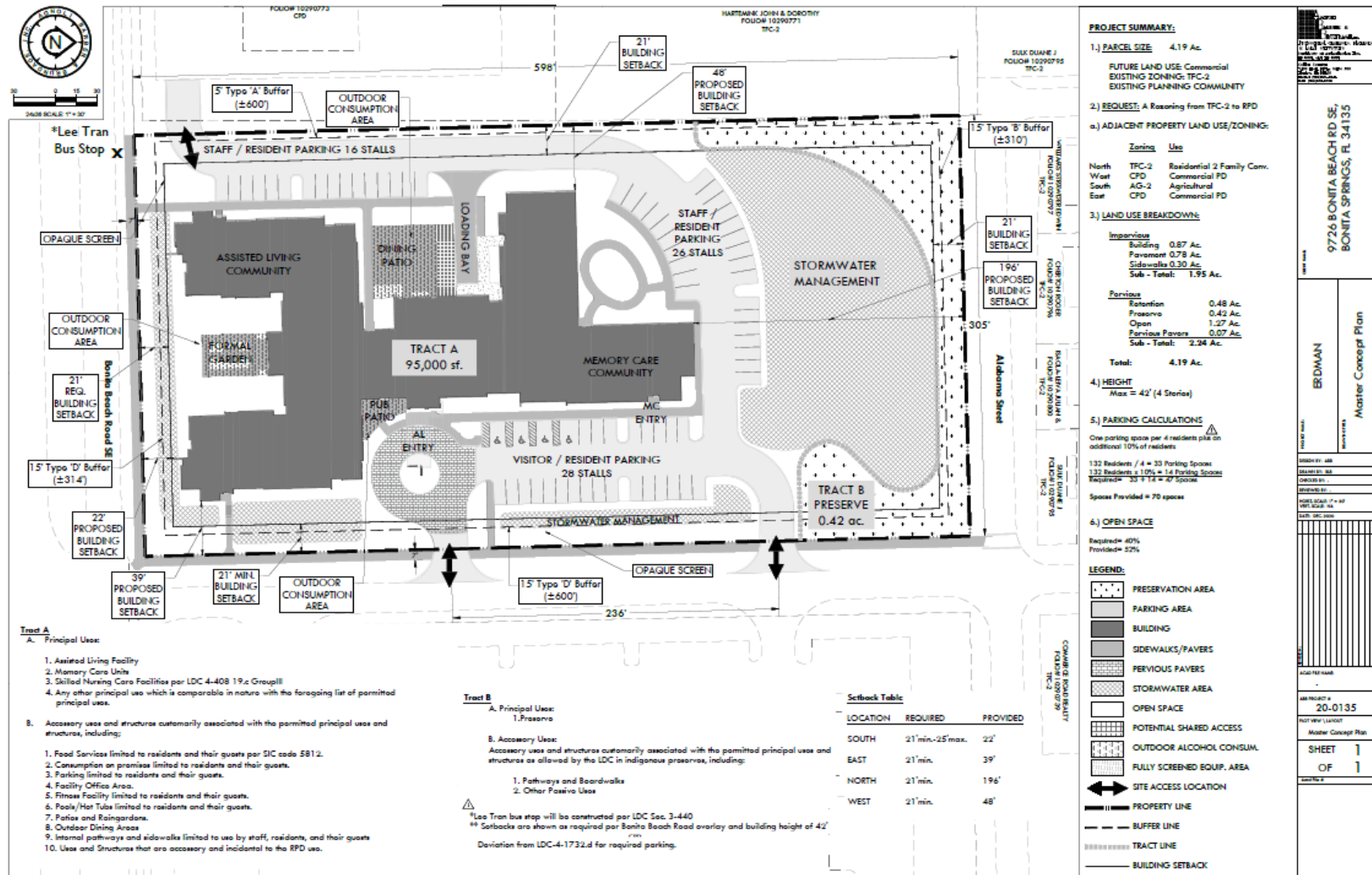
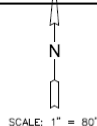


EXHIBIT C



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22°51'58" E	37.24'
L2	N 89°15'29" E	19.92'
L3	S 01°24'11" E	24.25'
L4	S 89°15'29" W	30.52'
L5	N 66°28'44" E	25.76'
L6	S 01°24'11" E	24.10'
L7	S 88°28'44" W	8.60'

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	65' 15.00"	143° 14' 35"	143.58'
C2	15.00'	6° 08' 10"	17.58'
C3	49.00'	6° 54' 00"	58.07'
C4	25.00'	6° 39' 35"	2.91'
C5	25.00'	4° 33' 13"	1.99'
C6	15.00'	90° 45' 48"	23.76'
C7	20.00'	90° 00' 57"	31.42'
C8	25.00'	3° 35' 24"	1.57'
C9	25.00'	3° 46' 29"	1.65'
C10	12.00'	87° 22' 34"	18.30'
C11	33.00'	224° 36' 27"	129.36'
C12	20.00'	47° 12' 56"	16.48'
C13	6.00'	90° 00' 00"	9.42'
C14	100.00'	89° 25' 40"	156.08'
C15	38.00'	71° 49' 06"	47.53'

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES ARE BASED ON THE FLORIDA STATE PLANE GRID, EAST ZONE, 83/90 ADJUSTMENT.
3. THE LEGAL DESCRIPTION FOR THE PARCEL IN THIS SKETCH AND DESCRIPTION IS WRITTEN IN A CLOCKWISE DIRECTION.
4. P.O.C. = POINT OF COMMENCEMENT.
P.O.B. = POINT OF BEGINNING.

PREPARED FOR THE BENEFIT OF: ERDMAN

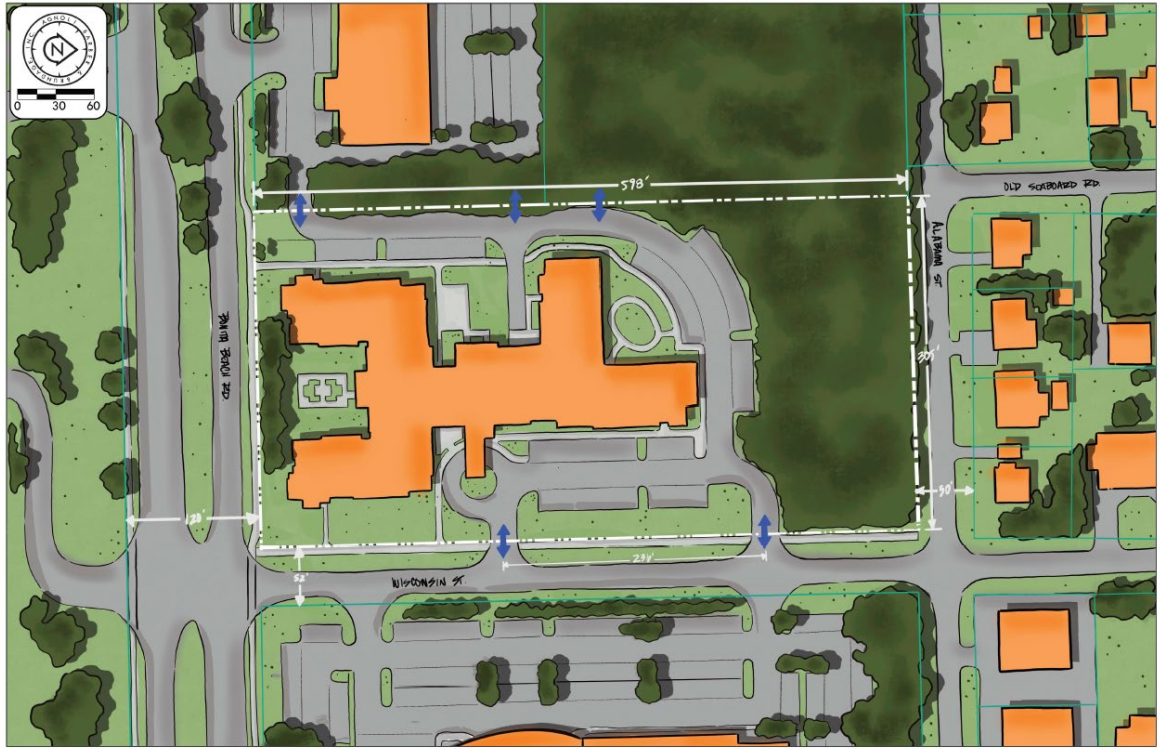
GEORGE W. HACKNEY, PSM 5606



NOT A SURVEY

for: ERDMAN		design:
title: SKETCH AND DESCRIPTION OF CASSIDY LASEMET LOTS 4 AND 5, BLOCK 54, ERDMAN'S BONITA SPRINGS (PLAT BOOK 6, PAGE 24) LEE COUNTY, FLORIDA		drawn: JAL checked: CVM
	date: JUL 13, 2021	scale: 1/8" = 30'
	date: JUL 13, 2021	view: 1/8" = 30'
	scale: 1" = 80'	project: 20-0135
	cogo: 80	sheet: 20-0135
	cogo: 20-0135.CRD	
GNOLI BARBER & SONS BRUNDAGE, INC.		file of: 12/93

Exhibit D



AGNOLI
BARBER &
BRUNDAGE, INC.

EXHIBIT D

Erdman Assisted Living Facility
Block Plan

Exhibit:
Source: 889
Created: 5/12/21
AAB PM, 20-01-22

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-10-221
October 20, 2021

REQUESTED MOTION: Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: #7 Environmental Protection

BACKGROUND:

On February 17, 2021, City Council approved the submittal of a Lee County Natural Resources Division/WCIND Waterway Development Program Proposal Form for Sub-grantees in the amount of \$40,000.00. The grant provides matching funds to continue marine law enforcement activities along the Imperial River and in Estero Bay. The funding amount requested was \$40,000.00 to accommodate the hourly rate in boat fuel and maintenance.

The WCIND has approved the requested grant in the amount of \$40,000.00 for support of the marine unit of the Lee County Sheriff's Office to provide on-water patrol. The patrol unit will continue to primarily patrol waters in the Imperial River and Estero Bay.

The City's proposed FY21-22 budget provides matching funds of \$40,000.00 (Fund Grants: 13.708.3372000). Staff is recommending Council maintain the City's match at \$40,000.00 to maintain the current levels of service for marine law enforcement.

STAFF RECOMMENDATION: Approve the agreement for WCIND sub-grant funding, authorize Mayor and staff to execute the grant agreement, and maintain the City's match at \$40,000.00 as currently proposed in FY2021-2022 budget.

ATTACHMENTS:

1. Agreement for WCIND Sub-grant Funding
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Bonita Springs hereafter referred to as "Recipient", and is for implementation of the Marine LE - Bonita FY22 Project for Marine law enforcement activity within district waters. (Law Enforcement L-548) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") under its Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on May 18, 2021 adopted Resolution No. 21-05-37 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 21-05-37 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$40,000 during the County's fiscal 2021-2022 year. No reimbursement shall be made for expenses made prior to October 1, 2021.

3. The Recipient agrees, warrants, and covenants that:
- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due on the 15th day of January, April, July, and October. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.
 - f. The Recipient agrees to submit reimbursement requests with supporting documentation no more frequently than monthly. The final reimbursement request must be received by the County no later than the October quarterly report.

- g. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- h. ☒ (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- i. ☒ (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$5,000 or greater that WCIND funds were used to produce
- j. Official communications shall be delivered as follows.

County designated Liaison Agent:

Michael Campbell
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-533-8133 phone
mcampbell@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Carly Sanseverino
Title	
Company	City of Bonita Springs
Address	9101 Bonita Beach Rd.
City, State, Zip	Bonita Springs, FL 334135
Phone	239-949-6262
Email	carly.sanseverino@cityofbonitasprings.org

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly based on project deliverables to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Project deliverables must be verifiable to reflect the work accomplished before funds will be disbursed.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$5000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$5000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for County fiscal year 2020/2021 only. All unspent grant funds remaining at the end of the grant period, September 30, 2022, will be retained by WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted by the Applicant and received by the County prior to July 15, 2022.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement except that the extension provided for in Section 4d above may be approved by the County designated Liaison Agent.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (check if applicable):
 - X Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - Quarterly Report Form,(Applicable to all except LE)
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY COUNTY MANAGER

APPROVED AS TO LEGAL FORM
FOR THE RELIANCE OF LEE COUNTY ONLY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: _____
Title: _____
Address: _____

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this ____ day of _____, 20__, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE - Bonita FY22

COUNTY: LEE

PROJECT NO: L-548

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

Recipient

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY

LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine LE - Bonita FY22

COUNTY: LEE

PROJECT NO: L-548

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

Recipient

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843)

LEE COUNTY ENVIRONMENTAL SERVICES DIVISION MARINE SERVICES PROGRAM STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: _____

Today's Date: _____ Report Period: _____

_____	Oct. - Dec.	_____
_____	Jan. - Mar.	_____
_____	Apr. - Jun.	_____
_____	Jul. - Sep.	_____

Total Hrs. Worked for the Period _____ Total Hrs. on the Water _____

Verbal Warnings _____ Manatee Zone Warnings _____

Written Warnings _____ Manatee Zone Citations _____

Total Citations _____ Complaints Dispatched _____

Assists:	Agency/Boaters	(Attach additional pages if necessary)	Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signage needs or enforcement problems: *(Attach additional pages if necessary)*

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM

COUNTY: LEE **PROJECT NUMBER:** L-548

PROJECT TITLE: Marine LE - Bonita FY22

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
--------------------------------	---------------------------------	---------------------------

Problems Encountered:

Project Manager _____
E-Mail _____
Phone _____

Accepted: _____
County Liaison Natural Resources Division

<u>Period Covered</u>
Oct – Dec 2020 _____
Jan – Mar 2021 _____
Apr – Jun 2021 _____
Jul – Sep 2021 _____

EXHIBIT "C"

GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

REQUESTED MOTION: Authorize the fourth extension of the agreement allowing the Bonita Springs Lions Club to operate a Farmers Market on Wednesdays from 8:00 am-1:00 pm at the Lemon Tree Lot commencing October 21, 2021.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

In 2017, City Council approved a one-year agreement for the Lion's Club to hold a farmer's market November 1st – April 30th. There is an option to renew the agreement for five additional one-year periods upon mutual agreement. The Lion's Club would like to renew the agreement for the fourth time and extend the agreement for the October 21, 2021 through September 30, 2022, time-period.

The terms of the extension provide for a once weekly farmer's market to be held at the Lemon Tree Lot with volunteers assisting and organizing the farmers. This Farmer's Market is listed as a community farmers market by the Florida Department of Agriculture and Consumer Services. The Lion's Club uses the funds from the market to provide funding to the Bonita Lions Eye Clinic, scholarship programs and other local charities.

During the summer of 2022, the Food Truck Park Project will be paving the Lemon Tree lot. Any booths still operating at that time will temporarily be relocated to Front Street to allow for the project to progress.

STAFF RECOMMENDATION: Approve Agreement

ATTACHMENTS:

1. Farmers Market Agreement BSC 17-10-147
2. Fourth Extension of the Farmer's Market Agreement

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

FARMER'S MARKET AGREEMENT

This Farmer's Market Agreement is made this 1st day of October, 2017, between the City of Bonita Springs, a Florida Municipal Corporation ("City") and Bonita Springs Lions Club, a nonprofit organization, ("Lessee" or "Lion's Club"). The City hereby agrees for Lion's Club to use a portion of space in Depot Park, as mutually agreed upon by the parties, and subsequently called the "premises". This agreement is made upon the following terms, conditions and covenants:

1. **Term:** The original term of this agreement shall be for one year, commencing October 1, 2017 and ending September 30, 2018. Pursuant to the terms below, the parties may renew for five (5) additional one year terms after September 30, 2018, upon mutual agreement. After the expiration of the original term, the agreement shall automatically renew for consecutive one (1) year periods upon the same terms and conditions. Either party must notify the other party in writing of its election to discontinue this agreement by August 1 of the year that it does not intend to have the Farmer's Market located on the premises.
2. **Use:** The Farmer's Market will operate one day a week (as mutually agreed to by the parties) from October 1st to the last week in September of each year. Lion's Club agrees that the premises shall only be used for the Farmer's Market and not for any other purpose.
3. **Parking:** Lion's Club will have volunteer's assist with directing customers with parking. Parking will remain free. Lion's Club will be allowed to use the parking lots directly across from the railroad tracks (Riverside) and a portion of the Depot Park parking lot, except that it will maintain for other park patrons at least 15 spaces near the Lion's Pride Park (playground) area. Lion's Club will use its parking lot across from the park for any overflow parking needs. The Lion's Club will be responsible for coordinating with the Lee County Sheriff's Office for any assistance in crossing Pennsylvania Avenue when customers are using the parking lot at the Lion's Club facility (10322 Pennsylvania Avenue).
4. **Rent:** There is no rent as long as the property is used only as a Farmer's Market following the terms and conditions of this agreement.
5. **Maintenance:** The City agrees to have a Parks and Recreation employee available to open and close restrooms for each Wednesday there is a Farmer's Market and to provide one trash can. Lion's Club will co-ordinate with Bonita Springs Parks and Recreation for this employee. Lion's Club will make sure that its vendors set up without any permanent structure and will assist with picking the litter and debris following each event. Lion's Club may not make alterations to the property, with exception to space markers to allocate the vendor locations.
6. **Charging Fees:** Lion's Club may charge and collect a reasonable fee for use of the spaces for the vendors using the Farmer's Market. Lion's Club will be responsible for collection of fees from its vendors.

BSC-17-10-147

7. Inspection: The City shall at all times have the right to inspect the premises, and to enter on them for any public purpose.
8. Compliance: Lion's Club shall diligently comply with all applicable Florida, Federal and local laws, ordinances and regulations of governmental authorities and agencies, including the requirements of the Fire Marshal. Lion's Club has the right to make and enforce reasonable rules for the vendors to follow. Lion's Club agrees to abide by any rules and regulations that may be issued by the City of Bonita Springs, including but not limited to, rules and regulations governing the hours during which the market will be open, hours and locations at which merchandise may be received or delivered, hours during which access will be permitted for vegetable cleaning and storage areas, and the type, character and dimensions of signs, fixtures and displays. At all times, Lion's Club must follow LDC §4-1434.
9. Insurance: Lion's Club will continue to maintain insurance, as noted on the attached Certificate of Insurance, attached hereto and incorporated by reference, during the operation of the Farmers Market. Prior to commencement each year, the Lion's Club will submit a new Certificate of Insurance to the City Clerk to keep on file.
10. Licenses: Lion's Club is responsible for assuring that vendors selling at the Farmer's Market have its applicable licenses and permits, including any sales tax and Lee County Business License Tax. Lion's Club will allow the City of Bonita Springs to review copies of its vendor's licenses upon request. Lion's Club will not permit a vendor from selling at the market who does not have its applicable licenses and permits.
11. Hold Harmless: Lion's Club agrees to indemnify and hold the City harmless from any and all claims, suits, judgments and damages resulting from its providing the services hereunder, including but not limited to, all claims, refutes and expenses made by any vendor, customer or patron using the farmers market.
12. Display and Selling Goods: The existing Farmer's Market is listed as a community farmers market by the Florida Department of Agriculture and Consumer Services, identified as a distinct part of our American culture and a unique feature of many Florida towns and cities. Fruits, vegetables, nursery stock and other commodities are available on a seasonal basis reminiscent of a bygone era when local markets were the heart of commercial districts.
13. In keeping with this purpose, goods may be sold directly from trucks. Goods must be appropriate for Farmer's Market, i.e., items which are grown or harvested from the land. The Farmer's Market is not a flea market. Vendors must furnish their own tables, chairs or other display arrangements. In case of rain, vendors must furnish their own protection, as the market is in Depot Park with limited shelter

provided. The Vendors at the close of the market must remove all refuse each week.

14. Notice shall be provided as follows:

Robert Hilliard
Bonita Springs Lion's Club
10346 Pennsylvania Avenue
Bonita Springs, FL 34136-6776

Carl L. Schwing, City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida, 34135

With copies to:
City Clerk and City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

HAVING WITNESS WHEREOF, Lion's Club has caused this agreement to be executed and the City has caused this agreement to be executed by Carl L. Schwing, City Manager. Said agreement shall be effective and operative of the fixing of the last signature hereto.



(Witness)

BONITA SPRINGS LION'S CLUB

By: 

Robert Hilliard



(Witness)

BY: 

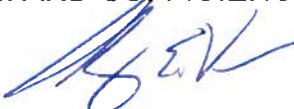
CITY CLERK

BONITA SPRINGS, FLORIDA

BY: 

Carl L. Schwing, City Manager

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY



CITY ATTORNEY

FOURTH EXTENSION OF THE FARMER'S MARKET AGREEMENT

THIS FOURTH EXTENSION to the Farmer's Market Agreement is made this ____ day of October, 2021 between the City of Bonita Springs, a Florida municipal corporation ("City"), and the Bonita Springs Lions Club, a nonprofit organization, ("Lessee" or "Lion's Club")

The City and Lion's Club hereby agree:

1. Consistent with paragraph one, renew the Farmer's Market Agreement for an additional one-year period with the Farmer's Market commencing October 21, 2021 and ending September 30, 2022.
2. The Premises on which the Farmer's Market shall be held is that City-owned parcel located at 27400 Old 41 Road, Bonita Springs, Florida 34135 (the "Lemon Tree Lot"). It is understood that once construction begins on the Food Truck Park at 27333 Old 41 Road, the Farmer's Market will be relocated to Front Street.
3. All of the remaining terms in the Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its appropriate authority. This agreement shall be effective and operative as of the fixing of the last signature hereto.

(Witness)

(Witness)

CITY CLERK

By: _____
Al Greenwood, President

By: _____
Arleen M. Hunter, City Manager

APPROVED AS TO LEGAL FORM: _____
CITY ATTORNEY'S OFFICE

REQUESTED MOTION: (Second Reading) AN AMENDMENT TO THE BONITA SPRINGS LAND DEVELOPMENT CODE; CHAPTER 7—ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT—ARTICLE XII— DOCK AND SHORELINE STRUCTURES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer, Laura Gibson, Jacqueline Genson, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: 4 (Environment); 5 (Community Aesthetics)

BACKGROUND:

The Dock and Shoreline Structures Code was originally adopted as part of the City’s transition land development code in 2000 and was last amended in 2014. Staff has identified changes based on recent permit requests and input from dock contractors in the area. Staff has also researched and compared dock and shoreline regulations from other jurisdictions and other regulatory agencies. These proposed changes seek to clarify and further define structural configurations of dock and other shoreline facilities in order to provide further flood and water quality protections.

The LPA reviewed the amendment package on June 10, 2021 and motioned to approve the amendments with a request for staff to consider items raised by the marine contracting community. After the first reading on June 16, staff addressed and responded to the items raised by the marine contracting community, which was distributed to them for review and comment on July 22, 2021. To date Staff has not received any comments on the current draft as proposed.

STAFF RECOMMENDATION: Approve the Amendments.

ATTACHMENTS:

1. Draft Ordinance
2. Amendment Package in Strike-through/Underline format
3. First Reading Presentation

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. 21 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE; CHAPTER 7 - ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT - ARTICLE XII - DOCK AND SHORELINE STRUCTURES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

WHEREAS, the City Council is the governing body of the City of Bonita Springs, Florida; and

WHEREAS, the City of Bonita Springs desires to streamline, clarify, and otherwise update provisions of the City's Land Development Code; and

WHEREAS, pursuant to the Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

WHEREAS, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Land Development Code

The Bonita Springs City Code is hereby amending Chapter 7 of the City's Land Development Code, with deletions depicted with ~~strike throughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such

court shall not affect or impair any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would be adopted had such unconstitutional provision not been included therein.

Section 4. **CONFLICTS OF LAW**

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted City of Bonita Springs ordinance or Florida Statutes, the more restrictive shall apply.

Section 5. **CODIFICATION AND SCRIVENER'S ERRORS**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; 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 that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. **EFFECTIVE DATE**

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this _____ day of _____, 2021.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Corrie

Gibson
Quaremba
Steinmeyer

Date filed with City Clerk: _____

Note: Text in underline has been added, ~~striketrough~~ text removed, green text moved (in whole or in part) to a different section.

Definitions will be moved to Chapter 9. Application requirements will be moved to the Dock and Shoreline Permit Application document.

ARTICLE XII. - DOCK AND SHORELINE STRUCTURES

DIVISION 1. - GENERALLY

Sec. 7-354. - ~~Definitions~~ Intent, Purpose, and Applicability.

It is the intent and purpose of this article to provide for the adequate securing of moored vessels, other riparian rights, and to provide safe access to boats and structures by users for routine maintenance and use while minimizing the impact on the navigability of the waterway, native marine habitat, listed species, and the use and view of the waterway by surrounding property owners and the public. It is further the intent of this article to provide reasonable access for boat and structure maintenance. The terms and provisions of this article apply to the city's corporate area.

~~The following words, terms and phrases, when used in this article, will have the following meanings unless the context clearly indicates a different meaning:~~

Sec. 9-27. - Definitions

Access walkway means the portion of a structure that allows access from land to the mooring area of a docking facility or from land to a fishing pier or from land to a kayak launch terminal platform.

~~Areas of special concern (ASC) means those areas as identified and described in the Lee County Manatee Protection Plan.~~

Benthic Species Survey Assessment means an assessment of the animals and plants that live on or in the bottom of a body of water and that is performed during spawning season. Supporting data are in the form of but are not limited to: benthic habitat species maps that depict the topography, photos, acoustic surveys, and an analysis of sedimentary samples beneath the body of water that provide data sufficient to determine the presence of shellfish and seagrass beds necessary for the habitat of benthic species to reproduce or feed.

Boat means a vehicle or vessel designed for operation in water as a watercraft propelled by sail or one or more electric or internal combustion engines. Boats include motorized personal watercraft. For the purposes of the Lee County Manatee Protection Plan, non-mechanically Personal, manually powered watercraft such as canoes and kayaks are not considered boats covered by this definition. See also Vessel or Watercraft.

Boat canopy means a non-permanent roofed structure installed over or adjacent to water to provide a covered mooring or storage place for boats.

~~Boat facility means a public or private structure or operation where boats are moored or launched, including commercial, recreational and residential marinas, and boat ramps.~~

Boat ramp means a structure, manmade or altered natural feature, or an inclined and stabilized surface extending into the water from the shore, which facilitates the launching and landing of boats or manually powered watercraft into a waterbody or from which trailered watercraft boats can be launched and retrieved.

Boathouse means a roofed structure constructed over or adjacent to water to provide a covered mooring or storage place for watercraft boats.

Director means the director of the department of community development, or his successor or designee, except when otherwise stated.

~~Ditch means a manmade trench or canal that was built for a non-navigational purpose. (See 33 CFR 329.24 for definition of navigable waterways.)~~

Docking facility means a water-oriented structure(s) designed primarily for the launching, retrieval, storage or mooring of watercraft boats. A docking facility may consist of an access walkway, finger pier, marginal dock, terminal platform, boat lift, boat ramp, floating dock, or any combination of these structures where permitted.

~~Egress and ingress means, for the purposes of the county Manatee Protection Plan, a continuous pathway of deep water that vessels would most likely travel between a facility and a marked channel.~~

Exterior property line means the side lot line or riparian property line separating two or more lots or parcels under common ownership from the adjoining lots or parcels under separate ownership.

Finger pier means a dock landing that branches from an access walkway or terminal platform to form a watercraft boat slip and provide direct access to watercraft boat moored in the slip.

Fishing Pier includes observation deck.

Hazard to navigation means a watercraft boat or structure erected, under construction or moored that obstructs the navigation of watercraft boat(s) proceeding along a navigable channel or obstructs reasonable riparian access to adjacent properties.

~~Invasive exotic vegetation means the category 1 invasive plant list as amended by the Florida Exotic Pest Plant Council. Major plant species from this list include Australian pine (Casuarina spp.), Brazilian pepper (Schinus terebinthifolius), paper or punk tree (Melaleuca quinquenervia), beach naupaka (Scaevola frutescens or Scaevola taccada) and earleaf acacia (Acacia auriculiformis).~~

Kayak Launch means a structure that may be used for storing and/or launching kayaks, canoes, paddle boards or other non-motorized vessels.

~~Lawfully has the same meaning as set forth in section 4-2.~~

~~Linear shoreline means the mean high water line in tidally influenced areas and the ordinary high water line along waterways that are not tidally influenced. This definition does not apply to shorelines artificially created after October 24, 1989, through dredge and fill activities (such as boat basins or canals). Shorelines artificially created before October 24, 1989, must have been permitted in accordance with the regulations in effect at that time. Shoreline along manmade ditches (such as mosquito control, flood control ditches, etc.) will not qualify as linear shoreline, regardless of the date of construction unless verifiable documentation of regular navigational use prior to July 1, 2004, exists. For purposes of the Manatee Protection Plan, linear shoreline will be calculated using survey quality aerial photographs or by accurate field survey. The calculation of linear shoreline for purposes of this chapter is based upon shoreline owned or legally controlled by the property owner.~~

Littoral zone means the shallow-water region of a waterbody where sunlight penetrates to the bottom.

Manatee Protection Plan means the Lee County Manatee Protection Plan, dated June 17, 2004, approved by the board of county commissioners on June 29, 2004, as it may be amended from time to time.

Mangrove means any specimen of the species black mangrove (Avicennia germinans), white mangrove (Laguncularia racemosa), or red mangrove (Rhizophora mangle).

Marginal dock means a dock that runs immediately parallel and adjacent to the shoreline or shoreline vegetation and is used for mooring boats. . The term "marginal dock" includes docks with a maximum access walkway length of 25 feet to a dock running parallel to the shoreline and adjacent to wetland vegetation.

~~Marina has the meaning provided in section 4-2.~~

Marine resources means natural resources found in brackish and salt water areas such as mangroves, seagrasses, oyster beds and other hard-bottom habitats.

Mean high water means the average height of the high waters over a 19-year period. For shorter periods of observation, the term "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

Mean high water line means the intersection of the tidal plane of mean high water with the shore.

Mean low water means the average height of the low waters over a 19-year period. For shorter periods of observation, the term "mean low water" means the average height of the low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

~~*Mean low water line* means the intersection of the tidal plane of mean low water with the shore.~~

~~*MFSE* means the marine facilities siting element of Lee County's Manatee Protection Plan.~~

Mooring area means the portion of a docking facility used for the mooring of boats ~~watercraft~~.

~~*Multi-slip docking facility* has the meaning provided in section 4-2.~~

Navigable channel means the area within a natural waterbody that has a minimum of three feet of water depth at mean low water. ~~(See 33 CFR 329.24 for definition of navigable waterways.)~~ In artificial waterbodies, the navigable channel is measured from mean high waterline to mean high waterline.

~~*Open water* means, for the purposes of the Manatee Protection Plan, wide water bodies or water adjacent to passes and gulf passes within the city, to include Big Hickory Pass, the southern portion of Big Carlos Pass and New Pass.~~

Ordinary High Water Line means the intersection of the tidal plane of ordinary high water with the shore as applied to artificial water bodies.

Public service marina means a marina that generally leases wet storage to the general public on a first come, first serve basis, and also offers services such as the provision of supplies, sewage pump-out, repair of boats and wet or dry storage.

Retaining wall means a vertical bulkhead constructed five feet landward of the mean high-water line and wetland vegetation.

Single-family dock means a fixed or floating structure, including moorings, used for berthing buoyant vessels, that is an accessory use to an existing or proposed single-family residence, with no more than two boat slips per residence when located in a natural waterbody. A shared single family dock approved in accordance with this LDC may contain up to four boat slips.

Slip or watercraft-slip means a space designed for the mooring or storage of a single boat ~~watercraft~~, regardless of size, which includes wet or dry slips, anchorage, beached or blocked, hoist, parked on trailers, open or covered racks, seawall or the number of parking spaces for boat ramps. Fishing piers ~~Piers authorized only for fishing or observation~~ are not considered wet slips.

~~*Structure* refers to any water-oriented facility and includes, without limitation, any dock, boardwalk, floating dock, fishing pier, wharf, observation deck, deck, platform, boathouse, mooring piling, riprap, revetment, seawall, bulkhead, retaining wall, jetty, groin, geotextile tube, boat lift, davit or boat ramp, or any other obstacle, obstruction or protrusion used primarily for the landing, launching or storage of watercraft, erosion control and shoreline stabilization, or for water-oriented activities.~~

Submerged aquatic vegetation (SAV) means fresh, saline (seagrass) or brackish submerged vegetation, not to include macroalgae, that may be used by manatees for food.

Terminal platform means the part of a docking facility connected to and generally wider than the access walkway that is used both for securing and loading a boat ~~vessel~~.

~~*Vessel* means a motor propelled or artificially propelled vehicle and every other description of boat, watercraft, barge and airboat (other than a seaplane), used or capable of use as a means of transportation on the water, including jet skis. See *Boat* or *Watercraft*.~~

~~Warm water refuge means known areas of warm water discharge, deep water or natural springs where manatees congregate in the wintertime for thermoregulation. Known or recognized warm water refuges are listed in the Manatee Protection Plan.~~

~~Waterbody means all artificial and natural bodies of water, as those terms are defined in section 4-2, and all adjacent wetlands, as defined in section 7-190.~~

~~Watercraft means any vehicle designed for transporting persons or property on, in or through water. See Boat or Vessel.~~

Work means and includes, but is not limited to, all dredging or disposal of dredge material, excavation, filling, construction, erection or installation, or any addition to or modification of a structure on a waterway.

~~(Ord. No. 14-02, § 7-41, 2-19-2014)~~

~~Sec. 7-355. Violations and penalty.~~

- ~~(a) Any person doing work in violation of this article or any approval or permit issued in accordance with this article is subject to prosecution through the city code enforcement process described in chapter 2. Any affected party, including the city, may seek a civil injunction to enjoin work on a structure conducted in violation of this article, in addition to or in lieu of initiating or pursuing code enforcement action.~~
- ~~(b) Each day work continues on any structure without the appropriate permits constitutes a separate offense.~~

~~(Ord. No. 14-02, § 7-42, 2-19-2014)~~

~~Sec. 7-356. Applicability of article.~~

~~The terms and provisions of this article apply to the city's corporate area.~~

~~(Ord. No. 14-02, § 7-43, 2-19-2014)~~

~~Sec. 7-357. Compliance with applicable regulations.~~

~~Permits issued in accordance with this chapter or development orders for work do not eliminate the need to obtain all applicable state and federal agency permits. Except when issued in conjunction with a transfer of a watercraft slip, city approval does not constitute a property right.~~

~~(Ord. No. 14-02, § 7-44, 2-19-2014)~~

Sec. 7-355.8. - Permits and variances required.

- (a) A permit is required prior to starting any work addressed by this article. Any repairs of greater than 50 percent of the structural components of existing structures or the proposed expansion of or addition to a structure as addressed in this article, shall require the entire structure to be brought into conformance with the requirements of this article.
- (b) Permit applications must be submitted in writing on an appropriate form to the department of community development, and contain the following:
 - (1) ~~The names, addresses, and telephone numbers of the property owners;~~ Information required on the application;

- ~~(2) The name, address and telephone number of the property owner's agent, if applicable; A fee, as established by the City;~~
- ~~(3) Written authorization from the property owner to the agent, if applicable; All necessary state and federal agency permits which shall be obtained prior to commencement of development; and~~
- ~~(4) The property street address; Any other information necessary to meet the criteria of this article.~~
- ~~(5) The property STRAP number;~~
- ~~(6) A site plan, showing the following:

 - ~~a. The proposed location of the work relative to riparian property lines; and~~
 - ~~b. Dimensions and side setbacks of all proposed structures or work;~~~~
- ~~(7) All necessary state and federal agency permits shall be obtained prior to commencement of development, unless a submerged lands lease is required from the state department of environmental protection, in which case city approval is required first; and~~
- ~~(8) A fee, as established by the city.~~
- (c) Work relating to industrial, commercial or multifamily projects may require a development order in accordance with chapter 3 and construction drawings sealed by a professional engineer (P.E.) or registered architect. All development order applications will be reviewed for compliance with this article.
- (d) The director has the discretion to require:
 - (1) Construction drawings sealed by an appropriately qualified professional engineer, or registered architect; and/or
 - (2) A boundary or record survey, including labeled delineation of riparian lines, sealed by a professional surveyor and mapper (PSM) identifying the property boundary, and ~~or~~ riparian extensions into the waterbody in relation to construction or work. Lots at the canal terminus or at a bend of a canal must show the radius of the waterway. See Figure 7.1. The survey submitted to meet ~~this~~ these criteria must be certified to the City of Bonita Springs; and/or
 - (3) A post-construction as-built survey, sealed by a PSM and certified to the city, prior to issuance of a certificate of completion for any permit under this section.
- (e) The director may conduct on-site inspections to determine if the proposed work or structure meets the required minimum standards.
- (f) A permit is required to repair or replace an existing structure. The director has the discretionary authority to exempt minor repairs such as decking.
- (g) The director can authorize minor design alteration necessary to comply with the Americans with Disabilities Act such as handrails.
- (h) Permit approvals granted under this section will be based upon the information submitted by the applicant. An approval under this section does not constitute a legal opinion regarding the riparian rights boundaries of the subject property or adjacent property, and may not be used to substantiate a claim of right to encroach into another property owner's riparian rights area.
- ~~(i) Issuance of a permit for new construction, reconfiguration, or the repair of an existing structure that changes the configuration in a manner not consistent with the terms and conditions of the Manatee Protection Plan is prohibited. Variances or special exceptions from the requirements of this article may be requested in accordance with section 4-124(2)31(b) and (c) respectively as long as the variance or special exception requested is consistent with the Manatee Protection Plan. Application for special exceptions may be requested only as referenced in this article.~~

~~(Ord. No. 14-02, § 7-45, 2-19-2014)~~

~~Sec. 7-359. Variances.~~

- ~~(a) Variances from the requirements of this article may be requested in accordance with section 4-124(2). City council may grant a variance from the provisions of this article only upon finding the following criteria have been met:~~
- ~~(1) The granting of a variance will not threaten or create an undue burden upon the health, safety and welfare of abutting property owners or the general public;~~
 - ~~(2) The requested variance is necessary to relieve an unreasonable burden placed upon the applicant by applying the regulations in question to his property;~~
 - ~~(3) The variance requested is consistent with the Bonita Plan and the Manatee Protection Plan.~~
- ~~(b) Requests for variances involving historic resources, as defined in chapter 5, may be obtained in accordance with sections 5-150 and 5-151.~~

~~(Ord. No. 14-02, § 7-46, 2-19-2014)~~

~~Sec. 7-360. Exemption from setback requirement.~~

~~Any structure permitted under this article will not be subject to the 25-foot setback requirements from a bay, canal or other waterbody set out in chapter 4.~~

~~(Ord. No. 14-02, § 7-47, 2-19-2014)~~

~~Sec. 7-361. Nonconforming structures.~~

~~A nonconforming structure may be repaired, replaced or altered if the size, dimensions and location of the structure are and will remain in compliance with existing regulations, including the Manatee Protection Plan and section 7-385(b)(4), regarding seawalls. Nonconforming structures may be altered if, in the opinion of the director, the proposed work will not cause an increase in the nonconformity.~~

~~(Ord. No. 14-02, § 7-48, 2-19-2014)~~

~~Secs. 7-362—7-380. Reserved.~~

DIVISION 2. - LOCATION AND DESIGN

Sec. 7-381~~56~~. - ~~Docking facilities and boat ramps~~ Work in this division will be permitted in accordance with the following regulations:

- (a) ~~Turbidity.~~ All structures must be placed so as to provide the least possible impact to aquatic or wetland native shoreline vegetation.
- (b) During work that will generate turbidity, turbidity screens must be installed and properly maintained until turbidity levels are reduced to normal (ambient) levels.

Sec. 7-357. - MULTI-SLIP COMMERCIAL AND RESIDENTIAL FACILITIES (greater than 4 slips)

- (a) The general screening process in the Manatee Protection Plan will be used to identify desirable locations for new marine facilities, as well as to evaluate the redesign and expansion of existing sites. The results of the screening process will also result in a determination of the maximum number of slips that may be approved at a requested location. The screening, design, and location criteria ~~is~~ are set forth in chapter 4, the Manatee Protection Plan and Bonita Plan Objective 22.3 and 22.4, with its associated policies.

- (b) In order to reduce the pollution from copper bottom paint and bilge water, all new or modified multifamily or commercial docking facilities shall be required to install one boat lift per slip, ~~when the slip is put in use to moor boats~~. Slips that contain boats with a gross weight of over 10,000 pounds are not required to have boat lifts and Bboats are required to be stored on boat lifts when not in use. ~~Additionally, s~~Slips used to moor boats less than 24 hours are not required to install boat lifts.
- (c) Except when a reduced water depth for a public service marina has been approved by variance, there must be a minimum depth of one foot clearance between the deepest draft of a boat vessel (with the engine in the down position) and an unvegetated bottom or the top of submerged aquatic vegetation (e.g., seagrasses) at mean low water, with a minimum water depth of at least four feet within mooring areas, turning basins, and ingress and egress pathways. ~~The hearing examiner City Council may grant a variance to the minimum water depth for a public service marina in accordance with section 4-124(2), only upon finding the request is consistent with the provisions of Lee County Manatee Protection Plan.~~
- (d) Transfer of (~~watercraft~~ boat) slip credits (TSC).
 - (1) ~~Transfer of slips.~~ The Manatee Protection Plan provides for the transfer of ~~watercraft~~ boat slips when certain requirements are satisfied.
 - (2) Credits from shorelines with legally existing docks. The Manatee Protection Plan contains provisions that may give credit for the removal of legally existing docks.
 - (3) Procedural rules for creating transfer watercraft slip credit under the Lee County Manatee Protection Plan. Until such time the city finds it necessary to adopt its own regulations, it will use Lee County regulations Administrative Code Section 13-24 to guide credit issuance. The city may also consider transfer of slips outside of its jurisdiction by interlocal agreement with another government.
- (e) All multi-slip and marina docking facilities, except boat davits, in or adjacent to natural waterbodies must be set back a minimum of 25 feet from all adjoining side lot lines.

Sec. 7-358. - PRIMARY STRUCTURES Single/Two Family Docks, Fishing Piers, Kayak/Canoe Launch, Boat Ramps; Boardwalks.

(1a) Number of slips.

- ~~a. (1) No more than one private single-family watercraft~~ boat mooring dock with two wet slips is permitted per single-family lot, and no more than two boat mooring docks with up to four wet slips is permitted per two-family unit on a single lot in natural waterbodies. If a parcel abuts both a natural waterbody and an artificial waterbody, one slip may be allowed on each waterbody.
- ~~b. (2) A shared property line dock can be permitted for up to four wet slips with a joint use agreement in compliance with subsection (8) of this section.~~
- ~~c. (3) More than two slips may be approved with a special exception in accordance with section 4-131(c).~~

(2b) Length of docks.

- (1) ~~No private single-family dock structure, including mooring area, may be permitted or constructed in a natural or artificial waterbody to exceed any of the following lengths as measured from the mean high water line seaward:~~
 - ~~a. 200 feet;~~
 - ~~b. 25 percent of the navigable channel width. Watercraft Boat mooring areas that are waterward of the dock will be deemed ten feet in width, or~~

- (2) Docks and their associated watercraft mooring areas in the Estero Bay Aquatic Preserve shall not exceed 20 percent of the waterway width measured from Mean High Water Line to Mean High Water Line.
- (3) No structure addressed by this section shall extend further into a closed waterbody, such as a lake, than where a reasonable water depth for a single boat mooring is achieved, and in no event shall such depth exceed five (5) feet during normal hydrological conditions unless existing natural conditions of the waterbody necessitate a greater water depth to allow safe mooring conditions.
- (4) The director may permit administrative deviations from the length allowed by this subsection (2) based upon the following criteria:
- c. ~~Up to 300 feet, if the director, in his sole discretion, finds that:~~
- ~~1a.~~ The proposed dock has been approved by all applicable state and federal agencies; and
 - ~~2b.~~ The increased length will not result in a hazard to navigation; and
 - ~~3c.~~ The proposed dock is compatible with docks or other structures and uses on adjoining lots; and, except for closed waterbodies,
 - ~~4d.~~ If the increase in length results in an area over water of 500 square feet or greater, a benthic species survey assessment conducted between June 1 and September 30, shall be provided demonstrating the increase in length will lessen the dock's impacts on seagrass beds or other marine resources.

(3c) Design and Maximum dimensions.

- ~~a. (1) Structures permitted by this section Docking facilities in natural waterbodies must comply with the following maximum dimensional requirements: The application of these regulations is illustrated in Figures 7-1 through 7.3, Private Single Family Dock Structure Plan View.~~
- a. The access walkway to the docking facility, fishing pier, or kayak launch shall not exceed 4 feet in width and finger piers extending from docking facilities shall not exceed 3 feet in width.
 - b. In natural water bodies the terminal platform shall not exceed 160 square feet.

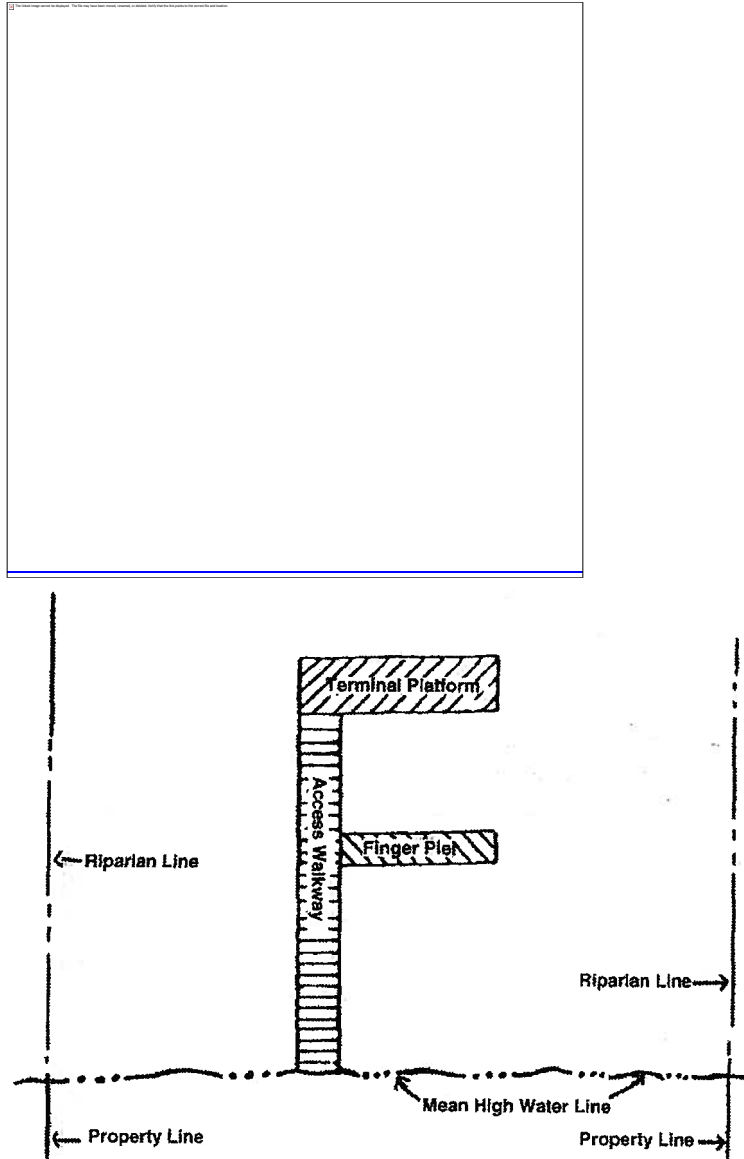


Figure 7-1. Private Single Family Structure Plan View

PRIVATE SINGLE FAMILY STRUCTURE

Access walkway	4 feet wide
Terminal platform	160 square feet
Finger piers	3 feet wide

- ~~b. The term "m.c. Marginal docks" includes docks with~~ may have a maximum access walkway length of 25 feet to a dock running parallel to the shoreline and immediately adjacent to any existing wetland vegetation.
- d. Docks and other water-oriented structures permitted by this section may protrude up to 10 feet landward of the mean high water line to provide access to the structure and allowed uses. The landward portion of the structure shall not be higher in elevation than the adjacent land. Docks and other structures permitted in this section may connect to additional accessory structures via stairway or access walkways as long as said structures are in compliance with other code sections.
- e. ~~Single-family residential b~~ Boat ramps cannot exceed 15 feet in width.
- f. ~~In natural waterbodies, t~~The design and construction of fishing piers or kayak launches ~~structures must not exceed 260, 260 square feet for the terminal platform for fishing piers or observation decks; and M must not exceed 160, 160 square feet for a the terminal platform for kayak/canoe launch structures; and~~
- g. Boardwalks over or adjacent to waterbodies shall meet all of the following criteria:
1. Shall be ADA compliant.
 2. Shall have hardened handrails.
 3. If part of a development, may require architectural review and shall be compliant with any other part of the City's regulations and applicable Zoning ordinances or resolutions.
 4. Shall be designed, constructed, and maintained to avoid adverse effects to the water body.
 5. Shall be no higher than five feet above the ordinary high water line or MHWL except and only where necessary to make a connection to the upland shore.
 6. Vertical elements such as pilings and railings shall extend no higher than 4 feet above the boardwalk surface and shall not include or accommodate screen houses or other enclosed structures.
- (2) Except for a kayak launch that is normally built closer to the water line, only one structure as permitted in this section shall be allowed per lot unless the lot abuts both a natural and artificial waterbody or the lot has a shoreline greater than 150 linear feet. Docks, fishing piers, and kayak launches may be combined and built at the same height so long as State and Federal permits can be obtained as applicable.
- (3) ~~Handrails may be required to prohibit the mooring of watercraft in any area not designated as a watercraft slip. Handrails must be permanently maintained~~ Dock facilities, fishing piers, kayak launch structures, boardwalks, or any combination thereof with 500 square feet or greater over water shall provide a benthic species survey assessment. If the assessment shows resources will be impacted, adjustment to the site plan or a mitigation plan will be required. An assessment will not be required for closed waterbodies such as lakes.
- (4) ~~All wood pilings shall be wrapped from that are located within one foot above of the mean high-water line to one foot below the sediment line with must be wrapped in PVC so as to reduce the leaching of wood preservation materials~~
- (5) ~~Plastic or marine-resistant materials shall be used on all docks in the tidal range. Except for pilings in the tidal range, wood should not be used for construction of any dock or related facility.~~
- (6) Deviations from this section that do not result in an increase to the size of the structure may be approved with a special exception in accordance with section 4-131(c).

(4d) Setbacks.

- ~~a. (1) All multi-slip and marina docking facilities, except boat davits, in or adjacent to natural waterbodies must be set back a minimum of 25 feet from all adjoining side lot lines.~~
- b. All private single-family docking facilities structures in natural waterbodies must be set back from all adjoining side lot and side riparian lines as follows:
 - 4a. Marginal docks, boat lifts, and mooring pilings—No less than ten feet.
 - 2b. All other boat mooring docks, fishing piers, boardwalks, or combination thereof—No less than 25 feet for lots with a water frontage of 65 feet or more and no less than 15 feet for lots with a water frontage of less than 65 feet.
 - 3. ~~Boat lifts and mooring pilings—No less than ten feet.~~
- (2) Except for lots abutting the end or corner of a canal, all boat slips in artificial waterbodies shall have a side setback requirement of 10 feet.
- ~~c. (3) Side setback requirements can be reduced if:~~ All boat ramps must be set back ten feet from all adjoining side lot and side riparian lines.
 - ~~1. Adjoining property owners execute a written agreement in recordable form, agreeing to a setback less than that required or to a zero setback; and~~
 - ~~2. Placement of the dock in accordance with the setback agreement will not result in greater environmental impacts than compliance with the regulations set forth in this subsection (4).~~
- d. (4) The director, in his discretion, may permit administrative deviations from the setbacks required by this subsection (d) (4) ~~if the facility is located as close to the required setback as possible and~~ subject to the following:
 - ~~1a. The width of the subject parcel is not wide enough to permit construction of a docking facility, perpendicular to the shoreline at the midpoint of the shoreline property line, without a deviation; or~~
 - 2. Construction of the structure outside the setback area will not cause or will minimize damage to wetland vegetation or other environmental resources or will not cause greater damage than will occur if the deviation is not granted; and
 - b. The decreased setback will not create a hazard to navigation; and
 - c. Adjoining property owners execute a written agreement in recordable form, agreeing to a setback less than that required or to a zero setback.
- ~~e. All boat ramps must be set back ten feet from all adjoining side lot and side riparian lines.~~

(5e) Location.

- ~~a. (1) Docking structures in natural or artificial waterbodies that create a hazard to navigation are prohibited.~~
- b. (2) Boat ramps located in a manner that will result in a change in the mean high-water line are prohibited.
- ~~c. (3) Docks located at the end or bend of a canal may will~~ require a survey sealed by a PSM depicting the riparian area. The dock must be designed to allow for adequate ingress/egress and mooring within the subject property's riparian area.
- (4) A minimum canal width of 40' is required for docking facilities including boat lifts unless the boat lift is of diagonal style to pull the boat completely over land or davits are used.
- (5) Docking facilities will be placed at the most impacted area of the property as long as the other criteria of this section can be met. If impacts to natural resources such as mangroves cannot be avoided, replacement may be required as described in Section 7-362.

(6f) *Minimum water depths.*

- a. ~~Single-family docking facilities.~~ There must be a minimum depth of one foot clearance between the deepest draft of a boat (with the engine in the down position) and an unvegetated bottom or the top of submerged aquatic vegetation or other marine resources (e.g., seagrasses) at three feet mean low water for all watercraft slips on private single-family docking facilities in natural waterbodies.

Boat slips shall project into natural waterbodies no less than necessary:

- (1) To reach a minimum depth of minus three feet mean low water; or
- (2) So as to maintain, from the lowest point of the keel or propeller, whichever is lower, of the boat to be berthed at the dock, a minimum clearance over any submerged bottom lands or the top of submerged aquatic vegetation or other marine resources (e.g., seagrasses) of one foot as measured at mean low water.

- b. ~~Multi-slip docking facilities or marinas.~~ ~~Except when a reduced water depth for a public service marina has been approved by variance, there must be a minimum depth of one foot clearance between the deepest draft of a vessel (with the engine in the down position) and an unvegetated bottom or the top of submerged aquatic vegetation (e.g., seagrasses) at mean low water, with a minimum water depth of at least four feet within mooring areas, turning basins, and ingress and egress pathways. The hearing examiner may grant a variance to the minimum water depth for a public service marina in accordance with section 4-124(2), only upon finding the request is consistent with the provisions of Lee County Manatee Protection Plan.~~

- (7) ~~Interest in land to support residential dock/facility approval.~~ In order to obtain a permit for a residential dock and related facilities, the property owner/applicant must have a recorded right to access the water meeting the following criteria:

- a. ~~A deed describing the residential lot with at least one boundary being the waterway along which the dock facility is proposed. The lot described must be a buildable lot with sufficient square footage to meet city requirements, except as provided in section 4-925(b)(2)d; or~~
- b. ~~A recorded easement granting access to the waterbody for purposes of constructing and using a dock/facility meeting the following criteria:~~
 - 1. ~~The easement must be over land contiguous to the residential lot such that an extension of the side lot lines will allow access to the water beyond the rear lot line;~~
 - 2. ~~The easement must be for the benefit of a residential lot that is a buildable lot under city regulations; and~~
 - 3. ~~The easement must be necessary to gain access to the waterbody over and through waterway buffer and maintenance areas required for development approval under chapter 3.~~

- (8) ~~Joint use agreements.~~ Adjacent property owners seeking approval for a shared docking facility must submit a draft joint use agreement to environmental sciences. The agreement must be approved by the city attorney's office prior to permit issuance, and must:

- a. ~~Identify each party by name, including mailing address. The parties must be the owners of the property abutting each other that will benefit from the dock facility.~~
- b. ~~Identify the physical location of the subject parcels, including STRAP numbers, a legal description and accompanying sketch.~~
- c. ~~Identify the specific location of the docking facilities, including the name of the waterbody, the dimensions of the facilities, and the dimensions of the land that will be used in conjunction with the facilities.~~
- d. ~~Provide, as an attachment to the agreement, a detailed sketch of the facility identifying the various docking facilities, subject property boundaries and the upland area intended to be~~

~~encumbered by the normal use of these facilities. This sketch must be consistent with the statements made to comply with subsection (8)c of this section.~~

- ~~e. Specifically identify those areas that will be the subject of access easements to provide access (ingress/egress) to the docking facilities from each of the benefitted parcels. Depending on the facilities and parties involved, these easements may be reciprocal in nature. The easements must be specifically granted to each party named in the agreement and must run with the land (i.e., be part of the title to the primary residential parcel) in perpetuity. Grant of dock easement rights to parcels that do not abut the docking facility parcel is prohibited.~~
 - ~~f. Provide, as an attachment, a sketch prepared by a registered PSM, based on the legal description and identifying the access easements granted.~~
 - ~~g. Indicate who will be responsible for the cost of construction and maintaining the facilities. This can be accomplished by inclusion of cost sharing provisions.~~
 - ~~h. Indicate that the parties understand and agree to abide by all applicable federal, state and local regulations pertaining to the construction, maintenance and use of the facilities.~~
 - ~~i. Be submitted as a draft to environmental sciences for review by staff and the city attorney's office prior to recording.~~
 - ~~j. Be recorded in the public records at the applicant's cost. In order to satisfy the minimum recording requirements imposed by the Florida Statutes, there must be two witnesses to each party's signature and each party must acknowledge the agreement before a notary public. Additional requirements can be found in F.S. § 695.26. A copy of the recorded agreement or a document identifying the recording information must be submitted to the city prior to permit issuance.~~
- ~~(9) **Wood pilings to be wrapped.** All wood pilings that are located within one foot of the mean high-water line must be wrapped in PVC so as to reduce the leaching of wood preservation materials.~~
- ~~(10) **Approved materials.** Plastic or marine-resistant materials shall be used on all docks in the tidal range. Except for pilings in the tidal range, wood should not be used for construction of any dock or related facility.~~

~~(Ord. No. 14-02, § 7-71, 2-19-2014)~~

~~Sec. 7-382. -- Dock boxes.~~

~~Dock boxes on private single-family docking facilities may not exceed three feet in height and 100 cubic feet in size. Dock boxes do not require building or marine facility permits.~~

~~(Ord. No. 14-02, § 7-72, 2-19-2014)~~

~~Sec. 7-383. -- Fishing piers or observation decks.~~

~~Fishing piers, observation decks or kayak/canoe structures may be permitted in areas where water depth is insufficient for watercraft mooring. Kayak/canoe structures are for use with non-motorized watercraft. Fishing piers, observation decks and kayak/canoe structures must meet the following criteria:~~

- ~~(1) **Design.** The design and construction must:~~
 - ~~a. Prohibit watercraft mooring;~~

- b. ~~Provide access walkways and terminal platforms at five feet above mean high water, except that the terminal end of a kayak/canoe structure used for launching kayaks/canoes may be constructed lower than five feet above mean high water;~~
- c. ~~Provide fixed handrails, including intermediate rails, installed around the perimeter of the structure, except for the terminal end of a kayak/canoe structure;~~
- d. ~~Include a "no boat mooring" sign placed facing the water on the terminal platform of the structure; and~~
- e. ~~Be set back from all adjoining side lot and riparian lines no less than 25 feet on natural water bodies. In manmade waterbodies, no setback is required.~~

~~(2) *Dimensions.* The design and construction:~~

- a. ~~Must provide access walkways that do not exceed a total of four feet in width in natural waterbodies;~~
- b. ~~Must not extend waterward more than 200 feet from the mean high waterline;~~
- c. ~~Must not exceed 260 square feet for the terminal platform for fishing piers or observation decks;~~
- d. ~~Must not exceed 160 square feet for the terminal platform for kayak/canoe structures; and~~
- e. ~~Must not extend waterward more than 25 percent of the navigable channel width.~~

~~(Ord. No. 14-02, § 7-73, 2-19-2014)~~

~~Sec. 7-384. *Boathouses.*~~

- ~~(a) The following regulations apply to all boathouses associated with private single-family residential uses, except where specifically superseded by other provisions of this article:~~

~~(1) *Location.*~~

- a. ~~Boathouses must be constructed adjacent to or over a waterway. Any boathouse constructed over land must be located, in its entirety, within 25 feet of the mean high water line.~~
- b. ~~Boathouses over submerged bottoms containing areas of dense seagrasses or shellfish beds are prohibited.~~
- c. ~~Boathouses, boat lifts and davits designed with mooring inside the structure may not extend beyond 25 percent of the width of a navigable channel.~~

~~(2) *Setbacks.* The minimum setbacks for boathouses measured from side lot lines and riparian lot lines to the nearest point of the structural beam of the boathouse roof are as follows:~~

- a. ~~Natural waterbodies—25 feet.~~
- b. ~~Artificial waterbodies—Ten feet.~~

~~When a boathouse is constructed on or adjacent to two or more adjoining lots under common ownership and control, the setbacks will be measured from the exterior property lines.~~

~~(3) *Design criteria.*~~

- a. ~~*Maximum area.* A boathouse may not encompass more than 500 square feet of roofed area.~~
- b. ~~*Height.* The maximum height of a boathouse is 20 feet above mean high water, as measured from mean high water to the highest point of the boathouse.~~
- c. ~~*Permitted uses.*~~

- ~~1. Use of a boathouse for living or fueling facilities is prohibited.~~
- ~~2. Up to 25 percent of the total roofed area of a boathouse can be used for storage of items that relate directly to the use and maintenance of watercraft. Items that do not relate directly to the use and maintenance of watercraft may not be stored in a boathouse.~~
- ~~d. **Decking.** Access walkways not exceeding four feet in width are permitted in the area under the roof of a boathouse located over water. Additional decking in the area under the roof of a boathouse is prohibited.~~
- ~~e. **Enclosure.**~~
 - ~~1. Boathouses located over a waterbody or adjacent to a natural waterbody must be open-sided. Safety rails that are 42 inches or less are permitted.~~
 - ~~2. Boathouses located adjacent to an artificial waterbody must meet the following requirements:~~
 - ~~(i) The boathouse must be open-sided if the proposed side setback is between ten and 25 feet.~~
 - ~~(ii) The boathouse may be open-sided or enclosed with wood lattice, chainlink fencing or other fencing materials if the side setback is 25 feet or more.~~
- ~~(4) **Wind load standards.** All boathouses must comply with the building code wind load standards as adopted in chapter 3.~~
- ~~(b) The application of the regulations is illustrated in Figure 7-2, Boathouse Plan Review.~~

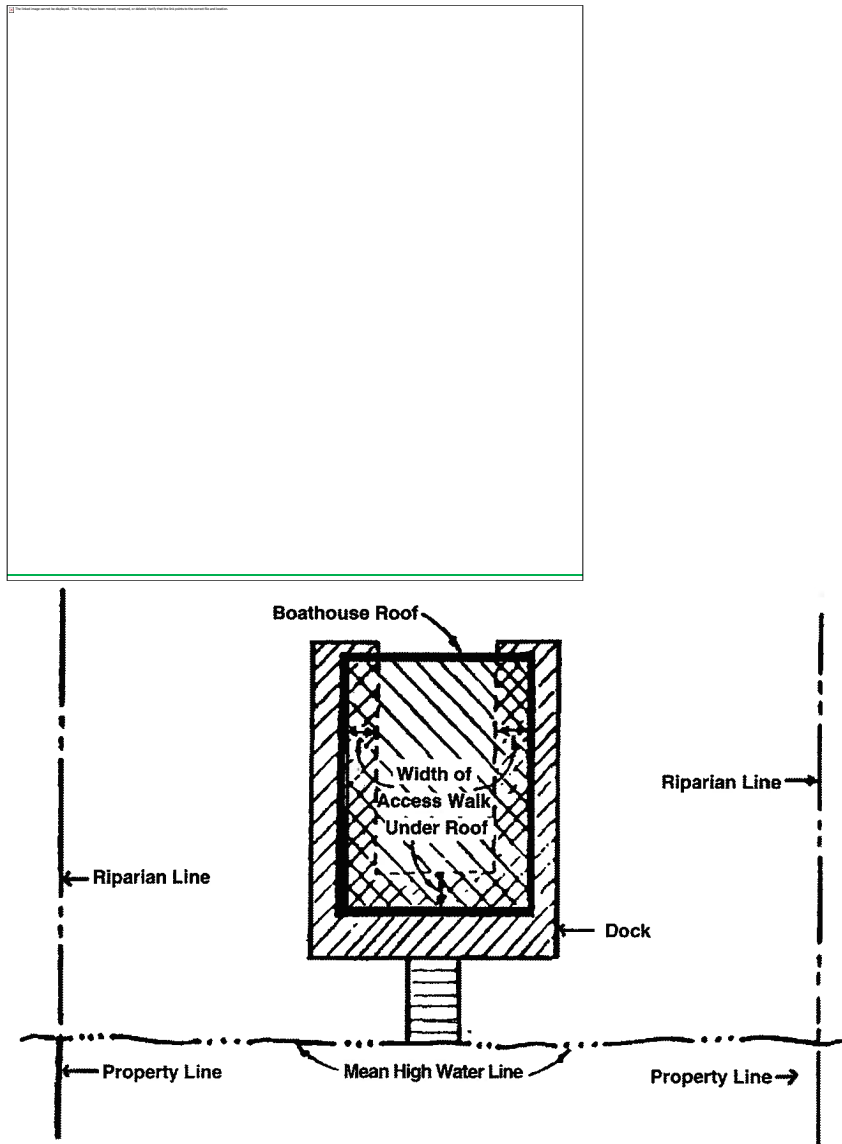


Figure 7-2. Boathouse Plan Review

(Ord. No. 14-02, § 7-74, 2-19-2014)

Sec. 7-38559. - Seawalls, retaining walls and riprap revetment.

- (a) Riprap rock or other similar approved material must be placed waterward along 50 percent of the linear length of a new or replacement seawall where not prohibited by state or federal agencies. This riprap is not required where it would interfere with designated watercraft boat tie-up areas. The rock must be placed a minimum of three feet in height above the bottom, waterward of the seawall, or up to the mean high-water line. The rock must be a minimum average size of 12 inches in diameter.
- (b) Seawalls on artificial waterbodies and retaining walls.
 - (1) New Seawalls may be permitted in an artificial canals except for V Flood Zones, with a minimum of 50 percent of the bank having seawalls, or for a linear distance less than 300 feet where both adjoining properties have seawalls. A new or replacement seawall must be installed in line with the existing seawall(s) and new or replacement seawalls may be constructed at no more than a

maximum of two feet above the adjacent seawall(s), vertically transitioning at no greater than a forty-five-degree angle or a return wall is used to sufficiently provide for the break in grade at the property line. Replacement seawalls may be installed alignment or adjoining seawalls and placed no greater than one foot waterward of an existing seawall. Until the backfill area is stabilized, silt fence or sod must be placed immediately landward of the seawall cap to minimize erosion into the water.

- ~~(2) Riprap rock or other similar approved material must be placed waterward along 50 percent of the linear length of a new or replacement seawall where not prohibited by state or federal agencies. This riprap is not required where it would interfere with designated watercraft tie-up areas. The rock must be placed a minimum of three feet in height above the bottom, waterward of the seawall, or up to the mean high water line. The rock must be a minimum average size of 12 inches in diameter.~~

(b~~c~~) Seawalls on natural waterbodies.

- ~~(1) The Bonita Plan, through policy 14.2.1, allows for environmentally compatible shoreline stabilizing systems along the gulf beaches where necessary to protect shoreline from erosion. The Bonita Plan, through policy 5.1.9, does not permit seawalls for new development.~~

- ~~(2) New or expanded seawalls are not allowed along natural waterbodies, including the Gulf of Mexico, however-~~

- ~~(3) H~~a~~rdened structures, including, but not limited to, geotextiles tubes, groin, fencing and other similar structures, may be permitted along natural waterbodies, if emergency situations exist, as determined by the local building official. Hardened structures are also subject to state and/or federal determination, and the project must be acceptable to the state department of environmental protection and the U.S. Army Corps of Engineers.~~

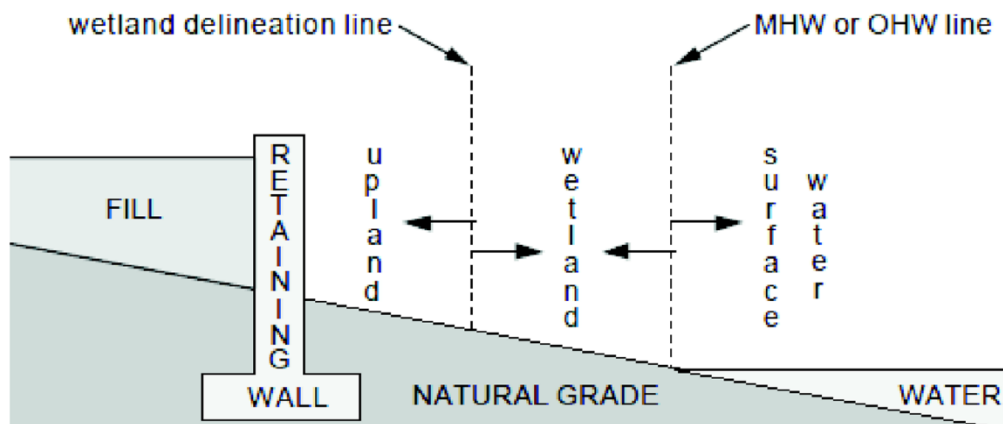
- ~~(4) Lawfully existing seawalls along natural waterbodies may be maintained or repaired and may be replaced with the same type structure, built no more than a maximum of two feet above the existing seawall height, vertically transitioning at no greater than a forty-five-degree angle when adjacent to existing seawalls at a lower height or a return wall is used to sufficiently provide for the break in grade at the property line. to the same dimensions and in the same location as the previously existing structure. Replacement seawalls may be placed no greater than one foot waterward of an existing seawall if the seawall will not be waterward of the existing seawall alignment on adjacent shorelines. Until the backfill area is stabilized, silt fence or sod must be placed immediately landward of the seawall cap to minimize erosion into the water. Seawalls must be maintained or replaced with another seawall or different method of shoreline protection.~~

(e~~d~~) Retaining walls. Retaining walls must be setback a minimum of five feet from the mean high water line or landward of any wetland vegetation.

- (1) A retaining wall may be built as an alternative to a vertical seawall, provided that all activities, including dredging, filling, slope grading, or equipment access and similar activities and all portions of the wall are located at one of the following distances, whichever is further:

- a. Five feet landward of the mean high water line, or
- b. Landward of any wetland vegetation, or
- c. Landward of a wetland area adjacent to surface water as depicted in the image below.

Figure 7.4 Cross-section of retaining wall



- (e) Seawalls and retaining walls shall be designed and installed to prevent erosion adjacent to the ends of the wall and to fully contain added fill so as to have no adverse impact to adjacent properties.
- (ef) *Drainage systems.* French drains or other drainage systems that divert water from going over the retaining wall and/or seawall are required on all new or replacement seawalls and retaining walls and must be approved by the city. See example in Figure 7-35. The drainage system must run the entire length of the seawall or retaining wall

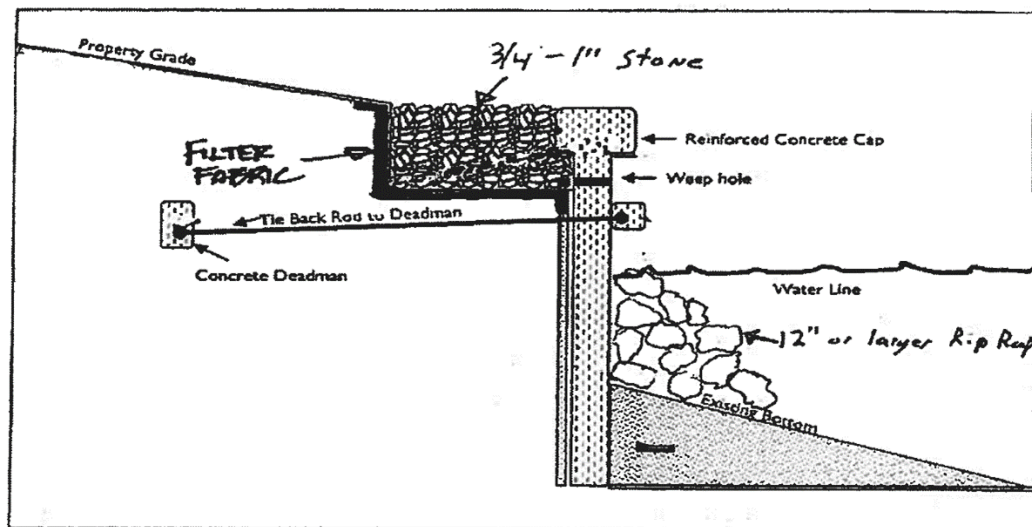


Figure 7-35- Drainage System

- (dg) *Riprap revetment.*

- (1) Riprap must be located and placed so as not to damage or interfere with the growth of wetland vegetation.
- (2) Material used for riprap should be sized properly for intended use, be a minimum average of 12 inches in diameter, and installed at a 45-degree angle or less on top of filter fabric or equivalent

material to prevent erosion of subgrade. Riprap must be clean and free of debris deemed harmful to the environment and public safety. Riprap shall not be cemented together.

- (3) ~~Mangroves or other approved wetland vegetation must be planted three feet on center in compliance with section 7-387(b)(2) for added shoreline stabilization and ecological benefit within the riprap. Other wetland mitigation techniques may be considered in lieu of vegetation planting. No vegetation planting is required for riprap revetments constructed in artificial upland canals with a minimum of 50 percent of the bank having seawalls, or for a linear distance less than 300 feet where both adjoining properties have seawalls.~~

- (e) ~~Drainage systems. French drains or other drainage systems that divert water from going over the retaining wall and/or seawall are required on all new or replacement seawalls and retaining walls, and must be approved by the city. See Figure 7-3. The drainage system must run the entire length of the seawall or retaining wall.~~

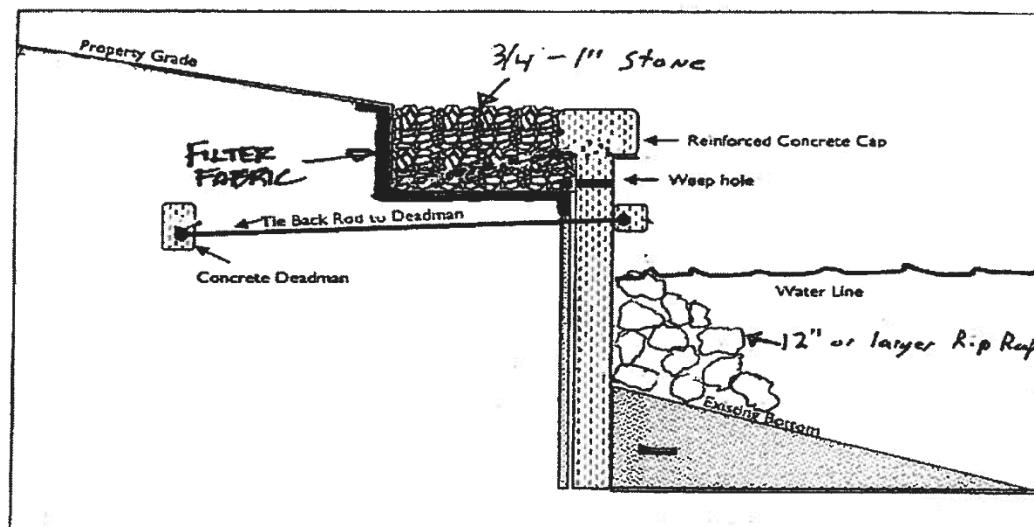
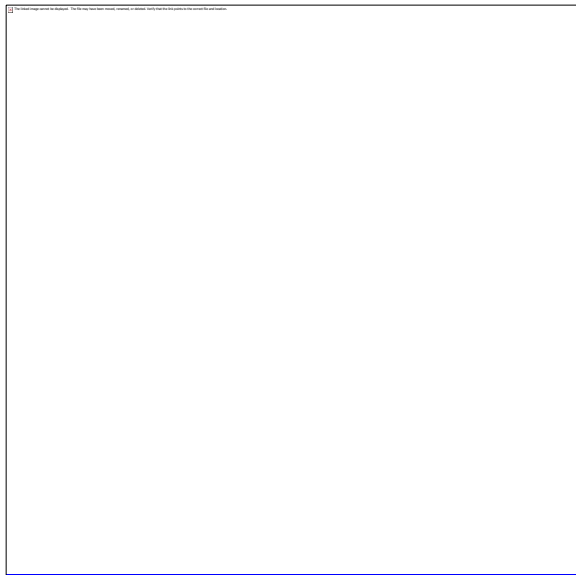


Figure 7-3. Drainage System

(Ord. No. 14-02, § 7-75, 2-19-2014)

Sec. 7-360. – ACCESSORY STRUCTURES – Boathouses, boat canopies, and dock boxes.

(a) The following regulations apply to all boathouses and boat canopies associated with private single-family and two-family residential uses, except where specifically superseded by other provisions of this article. No new multi-family or commercial boathouses/canopies will be permitted. The term boathouse within this section shall include boat canopies except where specifically distinguished.

(1) Location.

- a. ~~Boathouses—~~Must be constructed adjacent to or over a waterway. Any boathouse constructed over land must be located, in its entirety, within 25 feet of the mean high-water line.
- b. ~~Boathouses—~~Must not be constructed over submerged bottoms containing areas of dense seagrasses or shellfish beds are prohibited submerged aquatic vegetation or other marine resources. A benthic species survey assessment may shall be required for all boathouses or boat canopies, with an area of 500 square feet over water or when the combined square footage of the docking facility and boathouse or boat canopy exceeds 500 square feet over water.
- c. ~~Boathouses, boat lifts and davits designed with mooring inside the structure may~~Must not extend beyond 25 percent of the width of a navigable channel.

(2) Setbacks.

- a. The minimum setbacks for boathouses measured from side lot lines and riparian lot lines to the nearest point of the structural beam of the boathouse roof are as follows:
 - a1. Natural waterbodies—no less than 25 feet for lots with a water frontage of 65 feet or more and no less than 15 feet for lots with a water frontage of less than 65 feet.
 - b2. Artificial waterbodies—Ten feet except for lots abutting the end or corner of a canal.
- b. When a boathouse is constructed on or adjacent to two or more adjoining lots under common ownership and control, the setbacks will be measured from the exterior property lines.
- c. Side setbacks may be reduced according to the administrative deviation process outlined in 7-357(b)(4)d.

(3) Design criteria, Dimensions, and Use.

- a. ~~Maximum area. A boathouse may not encompass more than 500 square feet of roofed area.~~Up to 1000 square feet of boathouse or boat canopy roofed area is allowed per lot in artificial waterbodies and up to 500 square feet in natural waterbodies.
- b. ~~Height.~~The maximum height of a boathouse is may not exceed 20 feet above mean high water, as measured from mean high water to the highest point of the boathouse.
- c. ~~Permitted uses~~The maximum height of a boathouse is 20 feet above mean high water, as measured from mean high water to the highest point of the boathouse. The height of a boat canopy shall not exceed 12 feet measured from the highest point of the canopy to the height of the dock walkway.
- d. Use of a boathouse for living or fueling facilities is prohibited.
- e. Up to 25 percent of the total roofed area of a boathouse can be used for storage of items that relate directly to the use and maintenance of watercraft boats. Items that do not relate directly to the use and maintenance of watercraft boats may not be stored in a boathouse.
- f. ~~Decking.~~Access walkways not exceeding four feet in width are permitted in the area under the roof of a boathouse located over water. Additional decking in the area under the roof of a boathouse is prohibited. Decking may be provided under the roofed area of a boathouse or boat canopy as long as the area does not exceed 25 percent of the total roofed area.

g. *Enclosure.*

1. Boathouses located over a waterbody or adjacent to a natural waterbody must be open-sided. Safety rails that are 42 inches or less are permitted.
2. ~~Boathouses located adjacent to an artificial waterbody must meet the following requirements:~~
 - ~~(i) The boathouse must be open-sided if the proposed side setback is between ten and 25 feet.~~
 - ~~(ii) The boathouse may be open-sided or enclosed with wood lattice, chain-link fencing or other fencing materials if the side setback is 25 feet or more.~~
2. The sides of a boat canopy cover shall remain open on all sides, except that a drop curtain, not to exceed 18 inches shall be permitted on the sides.

h. Fishing piers shall not be covered by a boathouse or boat canopy.

(4) *Wind load standards.* All boathouses must comply with the building code wind load standards as adopted in chapter ~~3~~10 of the Code of Ordinances.

(5) Boat canopies shall meet the requirements of Awnings and Canopies in the Florida Building Code.

(b) An example of ~~the~~ application of the regulations is illustrated in Figure 7-2.6, Boathouse Plan Review.

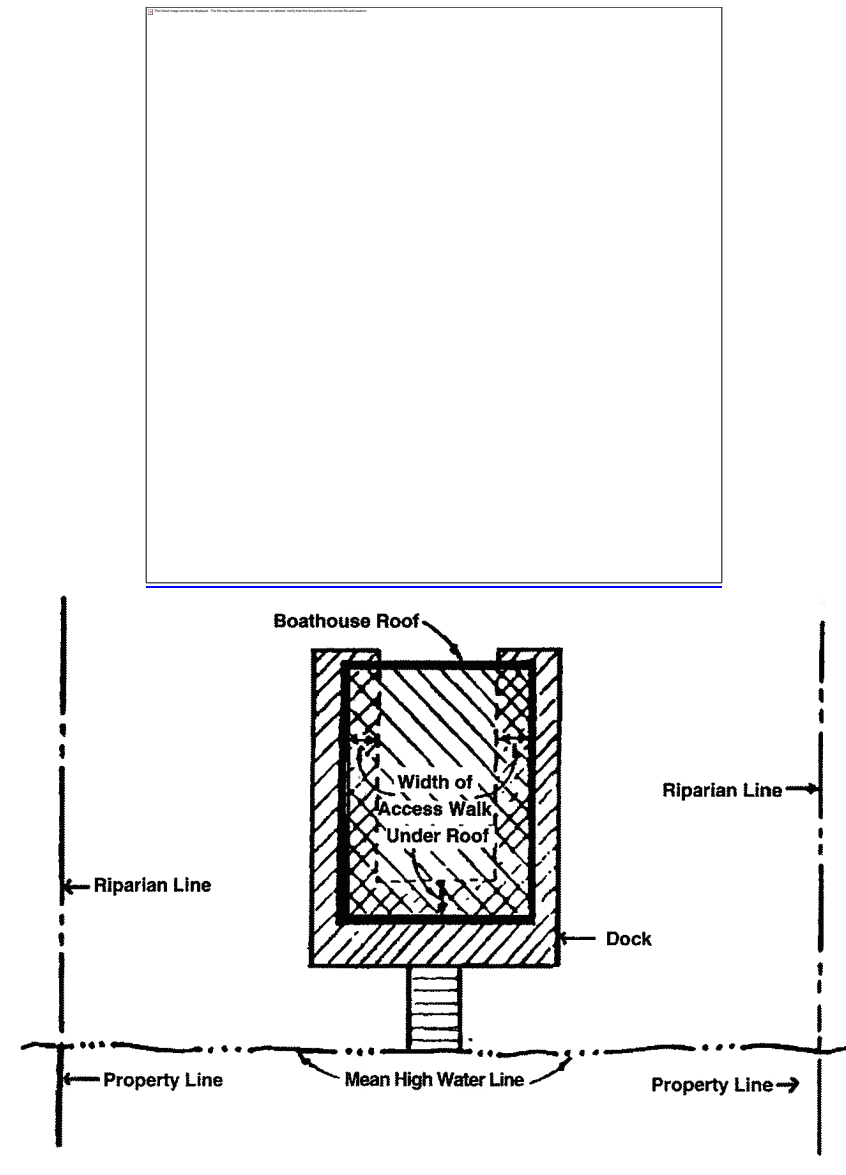


Figure 7-2.6- Boathouse Plan Review

- (c) Dock boxes on private single-family and two-family residential docking facilities may not exceed three feet in height and 100 cubic feet in size. Dock boxes do not require building or marine facility permits.

(Ord. No. 14-02, § 7-75, 2-19-2014)

Sec. 7-38661. - Dredging; new and maintenance.

- (a) All dredging limits must be clearly defined. No further channelization of natural watercourses for boat access will be permitted.
- (b) Methods to control turbidity and dispose of dredging spoil must be indicated. All dredging of existing navigational channels shall meet the following standards:

- (1) In natural waterbodies, no additional dredging is to be performed than is necessary to restore the channel to original design specifications.
 - (2) There shall be in no case any dredging seaward of the mean high water line for the sole and primary purpose of providing fill for any area landward of the mean high water line.
 - (3) There shall be no drilling for oil or gas wells, excavation for minerals, except the dredging of dead oyster shells as approved by the department of environmental protection, and no erection of any structures unless such activity is associated with activity authorized by this article.
 - (4) No dredge material is allowed to be deposited on a single-family residential lot except in conjunction with an approved building permit utilizing the fill material. In no case will hydraulic pumping of dredge material onto residential lots be allowed. Erosion control measures shall be provided to contain the dredge material.
 - (5) Dredging must be confined to the area adjacent to existing or proposed docks that would be occupied by a boat approaching, departing, or moored to the dock.
 - (6) A benthic species survey assessment shall be provided. If the assessment shows resources will be impacted, a mitigation plan will be required.
 - (7) Dredging will not be permitted adjacent to a proposed or newly constructed dock if the dock could have been designed to avoid the need for dredging. Such design measures include positioning the dock appropriately along the shoreline, as well as bridging near shore shoal areas.
 - (8) If spoil material will be transported, a self-contained truck must be used.
 - (9) The maximum depth of maintenance dredging shall not exceed below five feet mean low water.
 - (e11) Dredging that is permitted for commercial or multifamily projects must provide a bathymetric grid/survey of post dredging depth at no less than ten-foot intervals and be prepared, signed, and sealed by a PSM or professional engineer prior to final inspection.
- (dc) Public beach renourishment projects will not require a city dredging permit.

(Ord. No. 14-02, § 7-76, 2-19-2014)

Sec. 7-38762. - ~~Turbidity; protection of v~~Vegetation Protection, Removal, and Mitigation.

- (a) ~~Turbidity. All structures must be placed so as to provide the least possible impact to aquatic or wetland vegetation. During work that will generate turbidity, turbidity screens must be installed and properly maintained until turbidity levels are reduced to normal (ambient) levels.~~
- (b) *Protection of vegetation and marine resources.*
 - (1) ~~Permit conditions. Conditions for the protection of shoreline vegetation can be placed on permits issued in accordance with this article. The conditions can include the method of designating and protecting mangroves to remain after construction and replacement planting for mangroves removed due to construction. Mangrove removal in conjunction with construction of riprap revetments, seawalls, or retaining walls along natural waterbodies is prohibited.~~
 - (2) ~~Mangrove replacement and plantings. Native wetland vegetation removal necessary for construction of docking facilities is limited to the minimum extent necessary. To the greatest extent possible, the docking facility including access walkway must be located to:~~
 - a. ~~For each mangrove removed due to construction, three mangroves must be replanted at an alternate location on the subject property. If planting on the subject property is not appropriate, alternative forms of mitigation, such as payment into a mitigation bank, may be allowed. Use existing natural openings;~~
 - b. ~~Mangrove plantings must be container grown, no less than one year old, eight inches in height and have a guaranteed 80 percent survivability rate for at least a five-year period. Mangrove plantings must be planted three feet on center. Mangrove replanting is required if~~

~~the 80 percent survivability rate is not attained. Use areas infested with invasive exotic vegetation identified as a Category 1 invasive plant list as amended by the Florida Invasive Species Council;~~

- ~~c. Mangroves shall be planted in two rows on staggered three-foot centers. The first row should be located six inches below the mean high water line, and the second row shall be located six inches above the mean high water line. Avoid larger mangroves native wetland vegetation; and~~
 - ~~d. Provide a maximum width of four feet and a maximum height of eight feet above the level of the walkway base.~~
- (3) Mangrove removal. Submerged aquatic vegetation and other marine resources. Seagrass and other marine resources shall be protected through the following standards:
- a. ~~Mangrove removal in conjunction with construction of riprap revetments, seawalls, or retaining walls along natural waterbodies is prohibited.~~ Where marine resources are likely to be found in the vicinity of proposed structures covered under this article, a benthic species survey assessment shall be required prior to issuance of any project approval or permit. The petitioner shall be required to demonstrate how negative impacts to seagrass beds will be minimized and how negative impacts to hard bottom communities will be mitigated. Appropriate mitigation shall be provided such as relocating oysters and providing a substitute growth medium in the project area for loss of substrate.
 - b. ~~Mangrove removal necessary for access walkway construction is limited to the minimum extent necessary to gain access to the dock facility. To the greatest extent possible, the access must be located to:~~ All proposed dock facilities shall be located and aligned to stay at least 10 feet from any existing seagrass beds, except where a continuous bed of seagrasses exists on the shore of the property and adjacent to the property.
 - ~~1. Use existing natural openings;~~
 - ~~2. Use areas infested with invasive exotic vegetation;~~
 - ~~3. Avoid larger mangroves; and~~
 - ~~4. Provide a maximum width of four feet and a maximum height of eight feet above the level of the walkway base.~~
 - c. Where docking facilities are within 10 feet of seagrass beds such docks shall comply with the following conditions:
 - 1. Access walkways must be elevated at least 5 feet above mean high water; and
 - 2. Planking is limited to a maximum width of 8 inches, minimum spacing of 1/2 inch between planks after shrinkage, or be designed using alternative materials that provide equal or better light penetration to the bottom of the waterbody.

(b) Vegetation removal and mitigation.

- (1) For each native shrub or tree removed due to construction, replacement shall be required at a 3:1 ratio for mangroves and 1:1 ratio for other wetland vegetation along the shoreline or at an alternate location on the subject property in accordance with the requirements below. If replanting on the subject property is not appropriate, alternative forms of mitigation, such as payment into a mitigation bank, may be allowed.
- (2) For rip rap installation projects, mangroves or native wetland shrubs or trees will be planted for every three feet of open shoreline in accordance with the requirements below.

- (3) Plantings shall have an 80 percent survivability rate for at least a five-year period. Annual replanting is required if the 80 percent survivability rate is not attained for the first five years. After five years, an 80 percent coverage of the planting area is required.

<u>Project Site Location/Type</u>	<u>Type of Plant</u>	<u>Size</u>	<u>Spacing</u>	<u>Location</u>
<u>East of Old 41</u>	<u>Native wetland shrub</u>	<u>1 gallon</u>	<u>2' o.c.</u>	<u>At MHWL</u>
<u>All Permits with Vegetation Removal other than Mangroves</u>	<u>Native wetland shrub</u>	<u>3 gallon</u>	<u>3' o.c.</u>	<u>At MHWL</u>
	<u>Native wetland tree</u>	<u>4'/10-15 gallon</u>	<u>10' o.c.</u>	<u>Site Dependent</u>
<u>West of Old 41</u>	Mangrove	8" Container grown	2 rows Staggered 3' o.c.	6" below MHWL At MHWL

~~(Ord. No. 14-02, § 7-77, 2-19-2014)~~

~~Sec. 7-388. Marina design and location.~~

- ~~(a) Community development will use Bonita Plan Objective 22.4 and its associated policies for marina design criteria, and will coordinate with Lee County for the Manatee Protection Plan. The City may, by interlocal agreement, provide for the transfer of any watercraft slip credits pursuant to Lee County Administrative Code 13-21.~~
- ~~(b) In order to reduce the pollution from copper bottom paint and bilge water, all new or modified multifamily or commercial docking facilities shall be required to install one boat lift per slip, when the slip is put in use to moor boats. Slips that contain boats with a gross weight of over 10,000 pounds are not required to have boat lifts. Additionally, slips used to moor boats less than 24 hours are not required to install boat lifts. Boats are required to be stored on boat lifts when not in use.~~

~~(Ord. No. 14-02, § 7-78, 2-19-2014)~~

~~Sec. 7-389. Facility siting criteria.~~

~~The general screening process in the Manatee Protection Plan will be used to identify desirable locations for new marine facilities, as well as to evaluate the redesign and expansion of existing sites. The results of the screening process will also result in a determination of the maximum number of slips that may be approved at a requested location. The screening criteria is set forth in chapter 4, the Manatee Protection Plan and Bonita Plan Objective 22.4, with its associated policies.~~

~~(Ord. No. 14-02, § 7-79, 2-19-2014)~~

~~Sec. 7-390. Transfer of (watercraft) slip credits (TSC).~~

- ~~(a) Transfer of slips. The Manatee Protection Plan provides for the transfer of watercraft slips when certain requirements are satisfied.~~

- ~~(b) Credits from shorelines with legally existing docks. The Manatee Protection Plan contains provisions that may give credit for the removal of legally existing docks.~~
- ~~(c) Procedural rules for creating watercraft slip credit under the Lee County Manatee Protection Plan. Until such time the city finds it necessary to adopt its own regulations, it will use Lee County Administrative Code Section 13-21 to guide credit issuance. The city may also consider transfer of slips outside of its jurisdiction by interlocal agreement with another government.~~

~~(Ord. No. 14-02, § 7-80, 2-19-2014)~~

Sec. 7-3963. – Beach/dune walkovers.

Walkovers must be constructed in a manner that minimizes disturbance to the dune and beach system and existing vegetation. Vegetation impacted during construction must be replaced with similar native vegetation suitable for beach and dune stabilization. The construction of dune walkovers may not occur during the marine turtle nesting season, May 1 through October 31.

~~(4a)~~ *Florida Department of Environmental Protection (FDEP).*

- ~~a.(1)~~ Prior to issuance of a county permit, the applicant must provide a copy of the FDEP permit approval for the walkover.
- ~~b.(2)~~ The conditions and requirements set forth in this section are in addition to and supplement the FDEP permit guidelines.

~~(2b)~~ *General design.*

- ~~a.(1)~~ The walkover must be constructed and located in existing natural openings, if available. The walkover must extend to the seaward edge of the existing line of vegetation and the terminal end must be perpendicular to the shoreline to prevent possible sea turtle entrapment.
- ~~b.(2)~~ Decks, platforms or lights are not permitted on beach/dune walkovers.

~~(3c)~~ *Design criteria for single-family developments.*

- ~~a.(1)~~ The maximum width of the walkover structure is four feet. Railings are limited to a handrail with no more than two center guard rails.
- ~~b.(2)~~ The posts for the walkover structure must be a maximum of four inches in diameter and may not be encased in concrete.

~~(4d)~~ *Design criteria for multifamily and /commercial developments.*

- ~~a.(1)~~ The maximum width of the walkover is six feet. If more than one walkover is permitted, they must be spaced a minimum of 100 feet apart.
- ~~b.(2)~~ The pilings for the walkover must be a maximum of six inches in diameter.

~~(Ord. No. 14-02, § 7-81, 2-19-2014)~~

~~Secs. 7-3962—7-410. —Reserved.~~

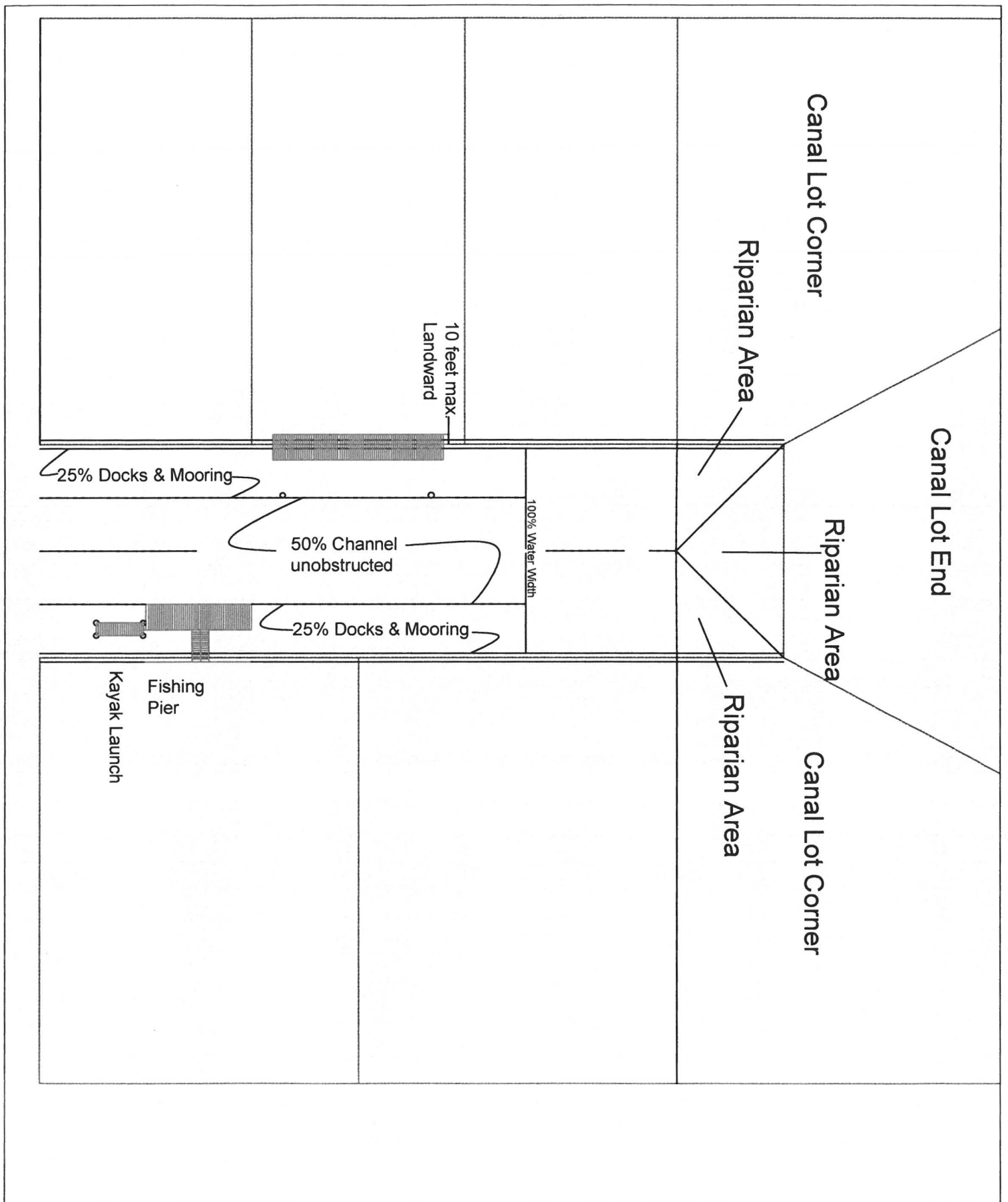
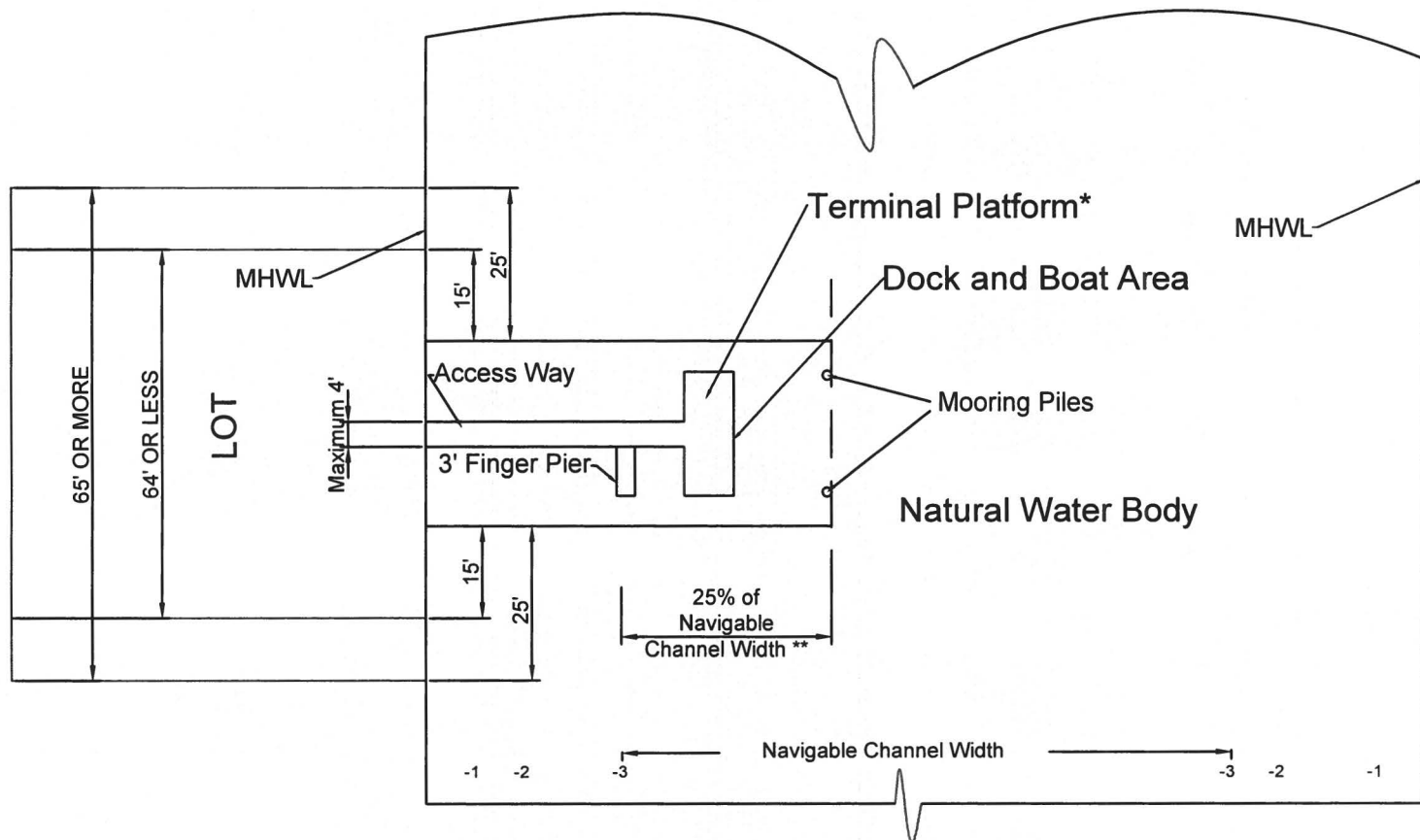


Figure 7.1



* Terminal Platforms limited to 160sf.

** 20% in Aquatic Preserve.

Figure 7.2

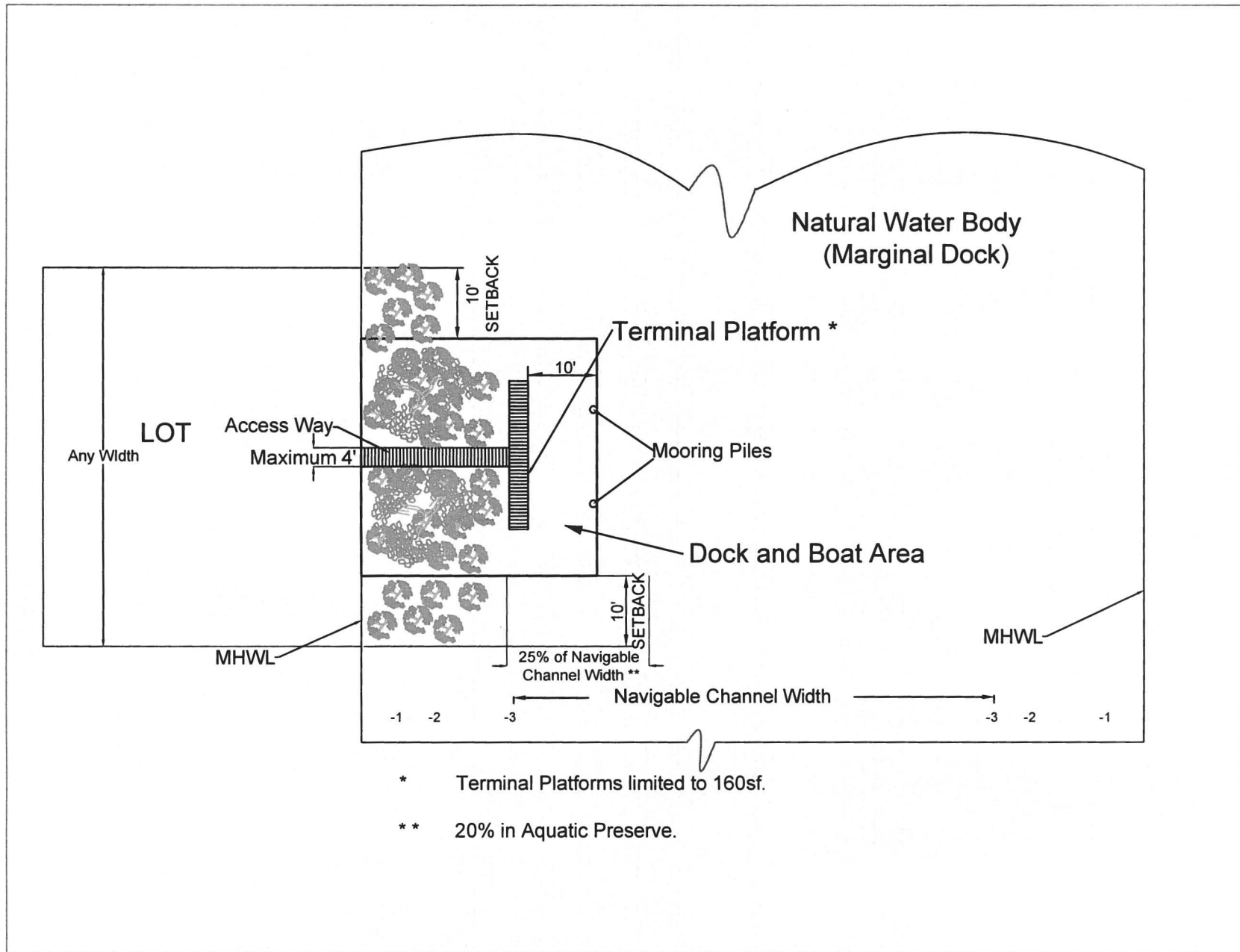


Figure 7.3

DOCK CODE AMENDMENTS

Changes to the City of Bonita Springs Land Development Code relating to shoreline use.

The Dock and Shoreline Structures Code was originally adopted as part of the City's transition land development code in 2000 from Lee County. Staff has identified changes based on recent permit requests and input from dock contractors in the area.

WHY ARE CHANGES NEEDED?

- The City originally adopted the Land Development Code from Lee County in 2001
- Make the language more clear and concise, moving/removing language as needed

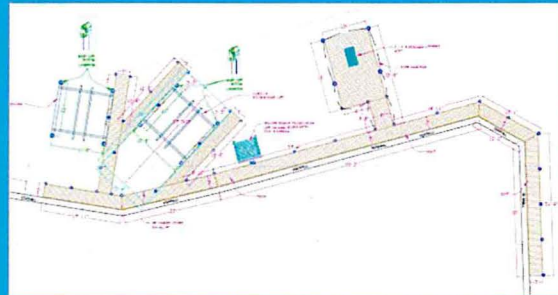
Some amendments were done by the City in 2014, 7 years ago.

Staff has researched and compared dock and shoreline regulations from other jurisdictions and regulatory agencies and worked with the City Attorney to form these amendments.

Amendments:

Simplify text - Definitions to main LDC Definitions chapter
Application info to application form
Redundant text removed – repeated or unnecessary references to other code and Bonita Plan sections (work must conform to these standards without saying).

- To repair discrepancies in the code, add clarity to regulations



3

MAIN CHANGES

- Resiliency/Flood Control
 - Seawalls:
 - Allow seawalls to be raised
 - Not restricted in artificial canals
 - Continue protections for natural shorelines and V Flood Zones per Bonita Plan



Currently new or replacement seawalls are only allowed at their current height or the height of adjacent seawalls for new seawalls

Currently only artificial canals with at least 50% seawalls can have additional seawalls permitted.

No change to current regulation of no new seawalls on natural water bodies. FDEP and ACOE do not permit this. Other shoreline protection options – riprap and living shorelines – are encouraged.

MAIN CHANGES

- Dock placement and size specifications
 - Matches FDEP exemptions
 - Allows multiple water oriented uses on one structure
 - Adds lake/boardwalk specifications
- Lessen Side Setbacks



- Clarification on dock configuration and square footage over water to match FDEP Exemption allowances,
- Allowing a combination boat dock facility and fishing pier,
- Allow for lesser dock side setbacks for lots under 65' in width and Side Setback Agreement option for boat canopies, many lots are under 65' and cannot meet 25' setback, still protects view corridors and navigability for boats to get in and out
- Clarification on types of structures/encumbrance in narrow canals and end/corner lots,

Administrative deviation allowances (pg 10)

MAIN CHANGES

- Water Quality/ Protection of Aquatic Life
- Adds dredging standards and requirements
- Benthic habitat species survey assessment for certain applications and administrative deviations
- Protection of vegetation-
 - Enhanced vegetation protection and replacement standards
 - Add seagrass/marine resource protections to align with FDEP requirements



Estero Bay Tributaries (Imperial River, Spring Creek) are designated Outstanding Florida Waters enjoyed by fisherman, boaters, kayakers, tourists, also FDEP Impaired Waters

Additional standards to protect quality of life for neighborhood dredging projects, turbidity, nutrient uptake.

Work with EBAP staff to determine where benthic surveys are needed, also FGCU resources

Still allows vegetation removal for docking facilities and seawalls in artificial canals.

Questions?

On June 10th the Local planning agency approved the amendments as compliant with the Bonita Plan and asked staff to consider the Marine Industry concerns.

Goal of these amendments is to balance water recreation and protection of wildlife and habitat in the City.

REQUESTED MOTION: Amend the settlement agreement with Angler's Paradise of Bonita and approve purchase and sale agreements for NW quadrant plan roadway acquisition.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney Item's

STRATEGIC PRIORITY: #2 – Transportation

BACKGROUND:

The property known as Angler's Paradise lies on the northwest quadrant of the Bonita Springs US 41 Intersection, just north of the shopping plaza. The City's quadrant plan conducted by McMahon and Associates identified this quadrant for a new reliever roadway to alleviate traffic congestion at the US 41/Bonita Beach Road intersection. In resolving interrelated claims relating to the property's entitlements, the City has worked with the property owner to develop a roadway alignment and an agreement to establish a means of acquisition of the NW quadrant roadway.

That agreement addressed both property valuation methodologies and development considerations but was ultimately unable to come to a resolution. Continued negotiations have resulted in a mutually agreeable price and additional changes to the settlement terms in order to accommodate the interests of the City and the property owner.

The Purchase & Sale Agreement will be provided to City Council Members via addendum prior to the Council meeting.

STAFF RECOMMENDATION: Approve agreement and authorize Mayor to execute all necessary documents to complete the transaction.

ATTACHMENTS:

1. Settlement Agreement from July 17, 2019 BSC-19-07-137
2. First Amendment to Settlement Agreement (to be provided via Addendum)
3. Purchase and Sale Agreements (Angler's Paradise and Colt's Run) (to be provided via Addendum)

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

AGREEMENT

The Parties, City of Bonita Springs ("City") and Angler's Paradise of Bonita Springs, Inc. ("Angler's") agree to resolve their current disputes involving Angler's 27 acre "Project," located at Boston Road and Windsor Road in Bonita Springs and the City's proposed roadway through Angler's property, as follows:

Master Concept Plan, Application for Relief and Proposed Roadway

1. Angler's will re-submit to the City its Application for Relief from the City's current Moratorium (Ord. 17-12). The City will re-institute the processing of Angler's Master Concept Plan ("MCP") (Ord. 09-06), which shall be amended to reflect the applicable provisions of the City's effective Comprehensive Plan and land development regulations, as well as to reflect the City's proposed roadway traversing the Angler's property ("Roadway"). It is understood by Angler's and the City that the land use entitlements granted to Angler's in terms of density and intensity would be consistent and proportionate under City's current land development regime to those enjoyed by Angler's prior to the expiration of the previously approved Zoning Ordinance 09-06 and accompanying MCP, attached hereto as Exhibit "A-1" and "A-2" respectively, any subsequently enacted City Land Development Code provisions to the contrary notwithstanding. The alignment for said proposed Roadway is attached hereto and incorporated herein as Exhibit "B" to this Agreement. It is further understood that as a result of the impacts of the Roadway, the MCP will need to be amended to reflect the new alignment on the Project site and previous MCP; but in any event Angler's will retain suitable access across the Roadway to enable Angler's to extend utilities to its remainder parcel. Upon satisfactory completion by the City of an expedited review of the amended MCP, the City will consider at a public hearing the amended MCP. Neither party shall have any remaining obligations under this Agreement if (a) the Application for Relief is not approved or (b) the securing of the required property from the neighbor pursuant to paragraph 2, below, is not achieved, or (c) the City and the owner of the Publix Shopping Center parcels fail to reach the written agreement contemplated in paragraph 2, below within 150 days following the City's approval of Angler's "Application for Relief," as all three occurrences are mutually exclusive and integral to the purpose of this Agreement.

"Publix Shopping Center" Parcels

2. Prior to the re-submission of Angler's Application for Relief and the administrative processing of its amended MCP, Angler's will secure the agreement of its adjacent neighbor ("the Publix Shopping Center") to convey to the City, at no cost to the City, such portions of the neighbor's property, as are necessary to construct the Roadway ("the Publix Shopping Center parcels"). The legal descriptions of the Publix Shopping Center parcels to be deeded shall be those descriptions attached hereto as Composite Exhibit "C." Contemporaneous with the re-submission of Angler's Application for Relief and the administrative processing of its amended MCP, the deeds to the Publix Shopping Center parcels shall be tendered to an escrow agent mutually agreed to by the City and the Publix Shopping Center. The deeds to the Publix Shopping Center parcels shall be released to the City only after the City and the owner of the Publix Shopping Center parcels have reached a written agreement giving the owner of those parcels rights of drainage into approximately .53 acres of any

new drainage facilities to be constructed by the City concurrent with the new Roadway, at no cost to the owner of the Publix Shopping Center parcels. Thereafter, the deeds shall be released from escrow immediately upon the occurrence of one of the following: (1) the appraisals required by paragraph 3, below, reflect a difference in estimated full compensation due Angler's of less than 50% of the lower appraisal estimate; or (2) the appraisals required by paragraph 3, below, reflect a difference in estimated full compensation due Angler's which is greater than 50% of the lower appraisal, and the valuation issue has been submitted to arbitration; or (3) the City's filing of an eminent domain action pursuant to paragraph 5(c)(3), below.

Valuation of Roadway Through Angler's

3. Angler's and the City shall, within 150 days following the City's approval of Angler's "Application for Relief," simultaneously exchange their respective appraisals of the full compensation due to Angler's for the City's proposed Roadway through Angler's property.

a. Appraisals by both Parties shall be in accordance with Section 73.071(3), Fla.Stat. (2018) and relevant case law.

b. The appraisals shall value the land to be acquired for the Roadway (Exhibit "B" hereto) through Angler's property, plus any severance damages to Angler's remainder property suffered as a result of that acquisition.

c. The DOV for the appraisals shall be the date of appraisal submittal, per paragraph 3 of this Agreement, as both parties shall move forward promptly to complete this task once the City approves the Amended MCP. Notwithstanding, if the City initiates condemnation proceedings pursuant to paragraph 5(c)(3) the appraisals shall be updated to reflect the actual date of taking.

4. Upon receipt of the appraisals, the Parties shall have 10 days to review the opposing Party's appraisal to verify compliance with the agreed upon conditions as set out in paragraph 3, above. In the event of a timely objection in writing, the Parties shall work together in good faith to resolve such objections; but if such objections cannot be resolved within 30 days of the receipt of the written objection, either Party may present such objections for consideration by any Arbitrator appointed pursuant to paragraph 5(b) or (c) below, or by any judge hearing the eminent domain matter contemplated by paragraph 5(c)(3), as the case may be.

Determination of Full Compensation to be Paid

5. The Parties have agreed to alternate methods of determining the amount of full compensation, depending upon the value differences, if any, in the appraisals. In the event the Parties ultimately resolve to a value for the Angler's Property to be conveyed to the City, the Parties agree said conveyance will be "in lieu of condemnation." All appropriate and reasonable costs incurred by Angler's to accommodate changes in Angler's MCP made necessary by the Roadway will be reimbursed to Angler's by the City as part of the "full compensation" due to the owner in an amount not to exceed \$88,000.00.

a. If the appraisals reflect a difference in estimated full compensation due

Angler's, which differential is less than 5% of the lower appraisal value, then the Parties agree to split that differential evenly with any necessary rounding in favor of Angler's. The Roadway right of way will, upon payment to Angler's, be conveyed immediately to the City by Angler's, along with the escrowed deeds. Said payment shall be made by the City to Angler's within 90 days of conveyance of the deeds.

b. If the estimated compensation difference between the appraisals is greater than 5%, but less than 50% of the lower appraisal estimate, then the issue of full compensation due Angler's shall be submitted to binding arbitration by an independent Arbitrator agreed upon by both Parties. Said arbitration process, including the Arbitrator's determination of award, shall be completed within 60 days of submittal to the Arbitrator, unless the Arbitrator seeks an extension of time for determination which extension shall be no greater than an additional 30 days. The arbitration award shall be paid by the City to Angler's no later than 90 days from the date of the Arbitrator's decision.

c. If the Parties' appraisals reflect a difference in estimated full compensation due Angler's which is greater than 50% of the lower appraisal, neither party shall have any remaining obligations under this Agreement unless both parties agree to submit the valuation issue to arbitration.

(1) In the event both Parties agree to submit the issue of valuation of full compensation for the acquisition of the Roadway through Angler's to non-binding arbitration under this subsection c, then, upon the Arbitrator's determination of the award, each Party shall have 45 days from said determination to advise one another and the Arbitrator whether that Party will accept the arbitrator's compensation decision and cause the City to acquire title to the property for the amount indicated by the arbitration decision.

(2) If both Parties agree to accept the Arbitrator's determination of full compensation due Angler's under this subsection c, then the City shall pay the full amount of that award to Angler's no later than 90 days from the date of the arbitration award.

(3) If either Party opts to reject an Arbitrator's determination under this subsection c, then the City shall initiate eminent domain proceedings for the Roadway, pursuant to Chapters 73 and 74, Fla. Stat. (2018), as soon as practicable thereafter, but no later than 12 months from the date for the arbitration award. In that event, Angler's agrees to not contest the taking of the Roadway right of way, assuming the alignment selected by the City described in Exhibit "B."

Procedural Provisions

6. When title to the Roadway property passes to the City as contemplated herein, upon payment by the City of all sums owing under this agreement, Angler's shall execute a release in favor of the City in a form substantially similar to that attached hereto as Exhibit "D."

7. The attorneys for the Parties will draft such additional documents necessary to effectuate this Agreement.

8. Except as otherwise stated herein, the Parties will each bear their own fees and costs for the Administrative and Arbitration Proceedings.

9. The Parties concur that this Agreement, all discussions concerning this Agreement, and all work product (attorney, appraisal, engineer or otherwise) generated pursuant to this Agreement constitute settlement discussions. In that regard, neither this Agreement, nor the existence of this Agreement, nor any documents or opinions generated pursuant to this Agreement shall be admissible or subject to discovery in any proceeding, civil action, administrative adjudication or other noncriminal proceeding, other than the arbitration contemplated herein.

IN WITNESS WHEREOF, the City and the Angler's have executed this Agreement effective on the date the last party hereto executes below.

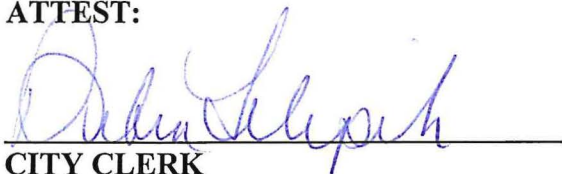
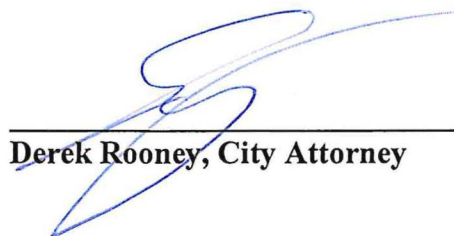
CITY OF BONITA SPRINGS:

Date Signed: 7/17/19



Peter Simmons, Mayor

ATTEST:


CITY CLERK
Derek Rooney, City Attorney

"ANGLER'S":

WITNESSES:

Lisa Durand
NAME: Lisa Durand
[PRINT/TYPE]

Patricia R. Saporito
NAME: Patricia R. Saporito
[PRINT/TYPE]

ANGLER'S PARADISE OF BONITA SPRINGS,
INC.

BY: P. Ronald Saporito
NAME: P. Ronald Saporito
[PRINT/TYPE]
TITLE: Managing member

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 09-06

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY ANGLER'S PARADISE OF BONITA SPRINGS TO REZONE FROM AGRICULTURAL (AG-2), RESIDENTIAL MULTIPLE-FAMILY (RM-2), RESIDENTIAL PLANNED DEVELOPMENT (RPD), COMMERCIAL (C1-A) AND COMMERCIAL (CG) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) AND COMMERCIAL PLANNED DEVELOPMENT (CPD); ON LAND LOCATED AT 27641, 27661, 27681, AND 27701 BOSTON ROAD AND 27821, 27861 WINDSOR ROAD, BONITA SPRINGS, FLORIDA, ON 27.5 +/- ACRES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Angler's Paradise of Bonita Springs has filed an application for rezoning 27.5 +/- acres of land from Agricultural (AG-2), Residential Multiple-Family (RM-2), Residential Planned Development (RPD), Commercial (C1-A) and Commercial (CG) to Residential Planned Development (RPD) and Commercial Planned Development (CPD) to allow for 260 residential units, 30,000 SF of retail and office uses and a 160 room hotel/motel; and

WHEREAS, the subject property is located at 27641, 27661, 27681, and 27701 Boston Road and 27821, 27861 Windsor Road, Bonita Springs, Florida, and is described more particularly as:

"See Exhibit A"

WHEREAS, a Public Hearing was advertised and heard on April 17, 2009 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case PD08-BOS00015 who gave full consideration to the evidence available and recommended approval (6-0, with Pastore absent for the vote, but attending morning portion of the land use hearing and expressing support for the project); 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 March 31, 2009 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

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 rezoning with the following conditions.

A. Conditions

1. The development of this project must be consistent with the one page Master Concept Plan entitled "Anglers Paradise RPD/CPD", prepared by Grady Minor and Associates, P.A. stamped received January 29, 2009, except as modified by the conditions below. This development must comply with all requirements of the City of Bonita Springs Land Development Code (LDC) at the time of Development Order Approval, except as granted by deviation as part of this planned development. If changes to the revised Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.
2. The following limits apply to the project and uses:

- a. Schedule of Uses

CPD – COMMERCIAL PLANNED DEVELOPMENT

Accessory Uses
Administrative Offices
Bait and Tackle Shop
Banks and Financial Establishments (Groups I & II)
Boats Parts Store
Business Services, Group I & II
Car Wash
Cocktail Lounge in Conjunction with Restaurant or Hotel/Motel
Clothing Stores, General
Cultural Facilities
Drive-Through Facility for any Permitted Use
Drugstore
Essential Services
Excavation, Water Retention
Food Stores (Group I)
Healthcare Facilities (Groups I through III, Including Assisted Living and Continuing Care Facilities)
Hotels/Motels (160 Rooms with Consumption on Premises)
Insurance Companies
Laundry or Dry Cleaning, Group I
Personal Services (Groups I through IV)
Post Office
Recreational Facilities (Group I)
Rental or Leasing Establishments (Group II and III)
Repair Shops (Group I and II)
Restaurant (Groups I through III) (Consumption on Premises)
Specialty Retail Shops (Groups I through IV)
Used Merchandise Stores (Groups I and II)

RPD – RESIDENTIAL PLANNED DEVELOPMENT

Club, Private
 Consumption on Premises (In Conjunction with Private Club)
 Dwelling Unit (260), Multi-Family, Town Home, Single
 Family, Zero Lot Line
 Entrance Gates and Gatehouse
 Essential Services
 Excavation, Water Retention
 Fences, Walls
 Fishing Piers
 Marina
 Model Units
 Boat Docks and Ramp
 Recreational Facilities, Private On-Site
 Residential Accessory Uses
 Signs, In Compliance with the LDC
 Temporary Sales Office

b. Site Development Regulations

Minimum Area Dimension:	<u>RPD</u>	<u>CPD</u>	
	<u>Zero/SF</u>	<u>MF</u>	
Lot Area:	3,500 SF	N/A	20,000 SF
Lot Depth:	100'	N/A	100 FT
Lot Width:	35'	N/A	100 FT
Minimum Building Setbacks:			
Street (External)	25'	25'	25'
Street (Internal)	15'	15'	10'
Riverside Drive	See Condition 20		
Side	0/5'	10'	15'
Rear		15	15'
Principal	15'		
Accessory	10' (Boat Basin 5')		
Accessway	N/A	10'	N/A
Artificial Waterbody	0'	0'	0' (Boat Basin)
	20'	20'	20' (others)
Natural Waterbody	N/A	25'	25'
Separation	0/10'	15'	10'
RPD/CPD Boundary	N/A	10'	10'
Buildings must be at least 12' from the Boat Basin			
Maximum Lot Coverage:	N/A	40%	50%

Maximum Building Height: 50 feet/4 stories 65 feet*
Over parking (except as identified on the MCP as limited to 45 feet along the river)*

* Building height measured from FEMA to bottom of building eave.

Minimum Open Space: 40% 40% 20%

3. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the City of Bonita Springs LDC may be required to obtain local development order.
4. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the City of Bonita Springs Comprehensive Plan provisions.
5. This development must comply with all of the requirements of the LDC at the time of the local development order approval, except as may be granted by deviation approved as part of this planned development.
6. Development must include sidewalks as a site related improvement. Such facilities must be included in local development orders as part of the project's infrastructure, and as part of any vertical development.
7. The development must comply with the commercial lighting standards found in the Land Development Code, Chapter 3. Street, parking lot and building lighting must be shielded so that light is directed downward to reduce spillage to off-site parcels.
8. Prior to local Development Order approval the developer must provide facilities in compliance with the Bonita Springs LDC for the pickup/disposal of solid waste and recyclables. The minimum area required for, and specific locations of, these facilities will be reviewed at the time of local Development Order application for vertical development.
9. The developer will use best efforts to incorporate principles for its building through the Florida Green Building Coalition program, in site design and construction, by emphasizing use of high energy efficiency designs and use of high energy efficient fixtures and appliances where possible. Building materials, both internal and external, will be comprised of durable and recycled materials where possible.

10. Prior to local development order approval, the development order plans must depict the preservation of a minimum of one acre of existing indigenous preserve. Most preserve area is located in the linear buffer areas to help screen the eagles nest from development.
11. Prior to local development order approval, an appearance before the Tree Advisory Board prior to the issuance of a Development Order is required.
12. The project is required to adhere to the species management protocols specified in Listed Species Habitat Management Plan dated January 9, 2009 by Turrell, Hall & Associates, Inc. If management protocols are altered by a BGEPA (Bald and Golden Eagle Protection Act) permit from the US Fish & Wildlife Service or the Florida Fish & Wildlife Conservation Commission, then those species management protocols or permit conditions shall be required.
13. Prior to local development order approval a supplemental planting plan for the proposed 20' - 30' vegetation area along north property line (to help buffer the eagle nest) shall be submitted for review and approval by the City of Bonita Springs Community Development Department.
14. To help provide for more indigenous onsite credit, the Developer shall install a 40' wide indigenous buffer for that portion of the property adjacent to the Imperial River. This buffer shall be planted with native vegetation consistent with species commonly found in our coastal hardwood hammocks and shall be planted in a manner to mimic a natural condition. A variety of tree and understory vegetation shall be planted at a ratio of ten trees and one hundred sixty (160) understory plants per one hundred linear feet (except within the boat basin entrance). The following tree and understory species are recommended for the buffer:

Selected Tree Species: Gumbo Limbo, Strangler Fig, Mangrove, Buttonwood, Lancewood, Willow Busic, Mastic, Pigeon Plum, Jamaican Dogwood.

Selected Understory Species: Simpsons Stopper, White Indigo Berry, Cocoplum, Jamaican Caper, Spanish Stopper, White Stopper Wild Coffee.

Trees shall be at least 15 gallons (apx 6-8' tall), and understory plants shall be 3 gallon (apx 24" tall). A temporary irrigation system shall be required during the initial landscape establishment period and shall be eliminated approximately one year after the material has been planted.

For the RPD parcel located in the southwest portion of the site, consistent with the berm required by the ERP, the applicant will provide landscaping consisting of either five native oaks per 100 linear feet or fifteen palms per 100 linear feet with a 36 inch hedge.

15. The Master Concept Plan shows 5.2 acres of indigenous preserve required, and 1.27 acres provided. A deficit of 3.93 acres exists. The indigenous buffer planting alongside the Imperial River will provide for some of this deficit. The developer will mitigate by providing a 15 foot vegetative buffer, including a water management berm and a privacy wall, along the south portion of the parcel abutting the shopping center property.
16. Prior to local development order a Gopher Tortoise Relocation Permit shall be obtained.
17. Prior to local development order an ACOE dredge & fill permit to dredge the boat basin shall be obtained.
18. Manatee protection and education signs according to the Lee County Manatee Protection Plan shall be required.
19. The development must be consistent with all standards in the Listed Species Management Plan for Anglers Paradise prepared by Turrell, Hall & Associates, Inc., January 9, 2009.
20. Prior to local development order approval, the applicant will grant the City of Bonita Springs a protection easement (limited and non-exclusive) for the property vacated in Resolution 09-46, Riverside Drive, within the Arroyal Subdivision recorded in Plat Book 3 Page 80 of the public records of Lee County, Florida lying within Lots 22, 23, 24, 25 and 26. This is as depicted on the existing Riverside Drive Plat, and is approximately 55' from the approximate mean high water line. Developer will plant and maintain enhanced plantings as indicated in condition 14. Developer commits to not having any boat docks or principal residential structures on the Imperial River abutting this property (except within the boat basin entrance). Principal residential buildings shall be set back 15 feet from the conservation easement. Accessory structures have a 0' setback.

B. Deviations

Deviation 1 is approved, granting relief from Land Development Code Section 3-329E.1.A.I requiring twenty five (25') setback to a local street easement from a water retention setback to a zero feet (0') setback.

Deviation 2 is approved, granting relief from Land Development Code Section 3-329E.1.A.III requiring fifty-foot (50') setback to any private property line for a water retention setback to a twenty-five foot (25') setback.

Deviation 3 is approved, granting relief from Land Development Code Section 3-709.A requiring 60' wide right-of-way with closed drainage and on-road bikeways to a 40' wide right-of-way without on-road bikeways for Boston Road.

Deviation 4 is approved, granting relief from Land Development Code Section 3-415.B requiring 50 percent of open space as onsite preservation of indigenous native vegetation (9.14 ± acres) to provide enhancement and restoration of invaded uplands on-site within landscape buffers and labeled indigenous preserve, subject to condition no. 14.

Deviation 5 is approved, granting relief from Land Development Code Section 3-415, requiring that a RPD provide 40% open space of which 50% must be in the form of existing indigenous vegetation, and that a CPD provide 20% open space of which 50% must be in the form of existing indigenous vegetation at an approximate total indigenous preservation requirement of 5.1 ± acres, to permit the proposed RPD/CPD to provide 1.27 ± acres of enhanced indigenous preservation on-site, subject to condition no. 15.

C. Findings and Conclusions:

Bonita Springs City Council makes the following findings and conclusions:

1. The applicant has proven entitlement to the rezoning to Residential Planned development (RPD) and Commercial Planned Development (CPD) by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. The requested CPD zoning as conditioned:
 - a) meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;
 - b) is consistent with the densities, intensities and general uses set forth in the City of Bonita Springs Comprehensive Plan (Future Land Use: Goal 1, Objective 1.1 Policy 1.1.9, Policy 1.1.14).
 - c) is compatible with existing or planned uses in the surrounding area; and
 - d) will not adversely affect environmentally critical areas or natural resources.
3. Approval of the request, as conditioned, will not place an undue burden upon existing transportation or planned infrastructure facilities and the site will be served by streets with the capacity to carry traffic generated by the development.
4. Urban services, as defined in the Bonita Springs Comprehensive Plan, are, or will be, available and adequate to serve the proposed land use.

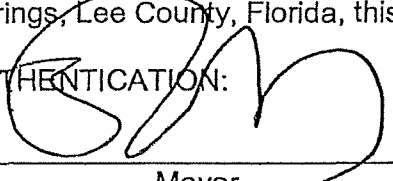
5. As conditioned, the proposed uses are appropriate at the subject location.
6. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.
7. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.
8. The deviations granted:
 - a) enhance the objectives of the planned development; and
 - b) preserve and promote the general intent of the LDC to protect the public health, safety and welfare.

SECTION TWO: EFFECTIVE DATE

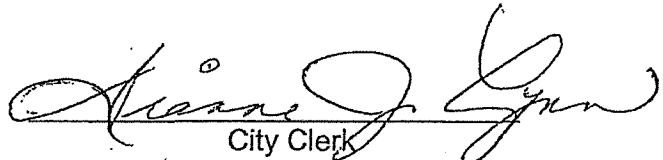
This ordinance shall take effect thirty (30) days from the date of adoption.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this 18th day of May, 2009.

AUTHENTICATION:

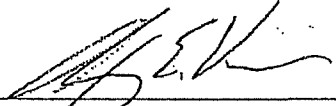


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Ferreira	Aye	Nelson	Aye
Lonkart	Aye	Simons	Nay
McCourt	Nay	Spear	Aye
Martin	Aye		

Date filed with City Clerk:

6-1-09

ANGLERS PARADISE RPD/CPD
DCI2005-00044
CASE PD08-BOS00015

EXHIBIT II-B-1
LEGAL DESCRIPTION

PARCEL 1:

O.R. 1037, PAGE 1257 LOTS 22, 23, 24, 25, 26, 56, 61, AND 61-A, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 235 FEET OF LOTS 24, 25 AND 26, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 2:

O.R. 2785, PAGE 1631 LOT 69 OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT LEGAL DESCRIPTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 2007, PAGE 3802, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 3:

O.R. 2406, PAGE 560 LOT 76 OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT LEGAL DESCRIPTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 2007, PAGE 3843, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 4:

O.R. 3390, PAGE 128 THE NORTH 130 FEET OF TRACT #57, LYING WEST OF U.S. #41, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 5:

O.R. 3757, PAGE 43 THE SOUTH 100.00 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 6:

O.R. 3757, PAGE 43 THE NORTH 100.00 FEET OF THE SOUTH 200.00 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 7:

O.R. 3757, PAGE 43 THE NORTH 130 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 8:

THE SOUTH 235 FEET OF LOTS 24, 25 AND 26, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

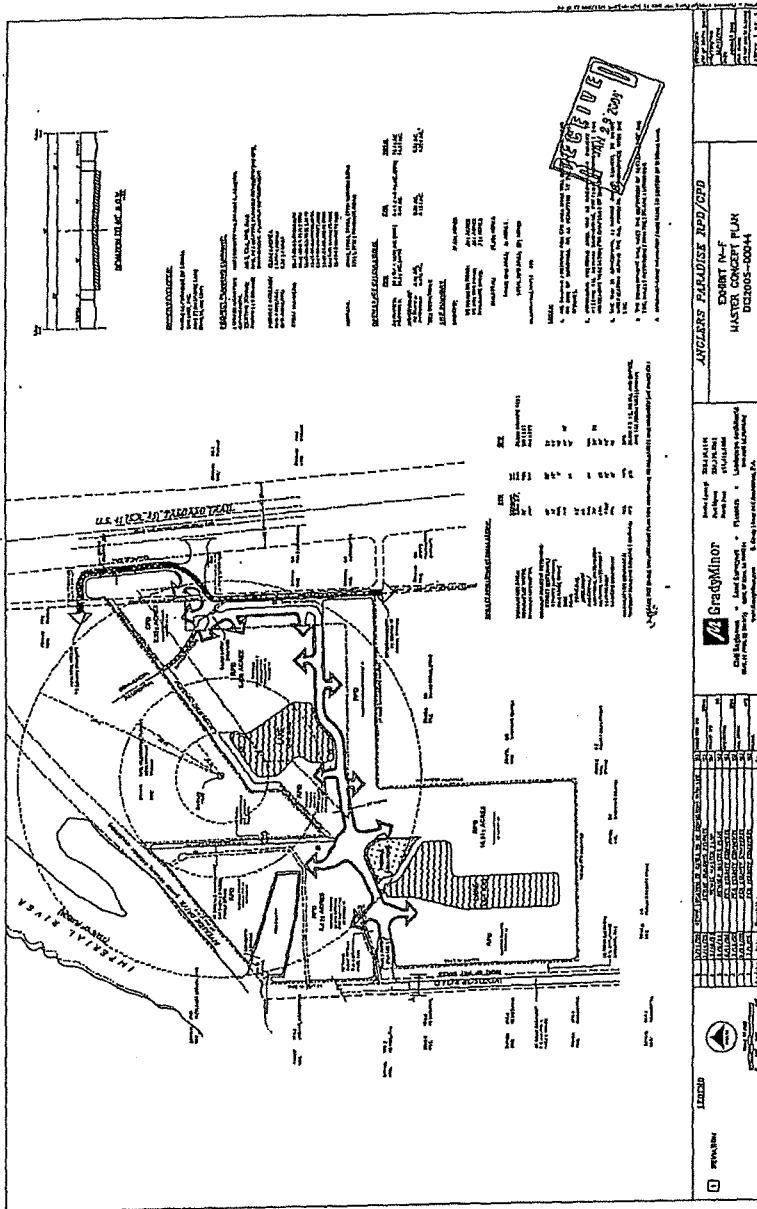
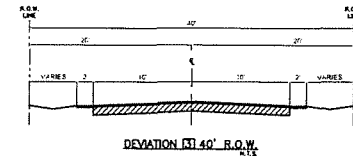
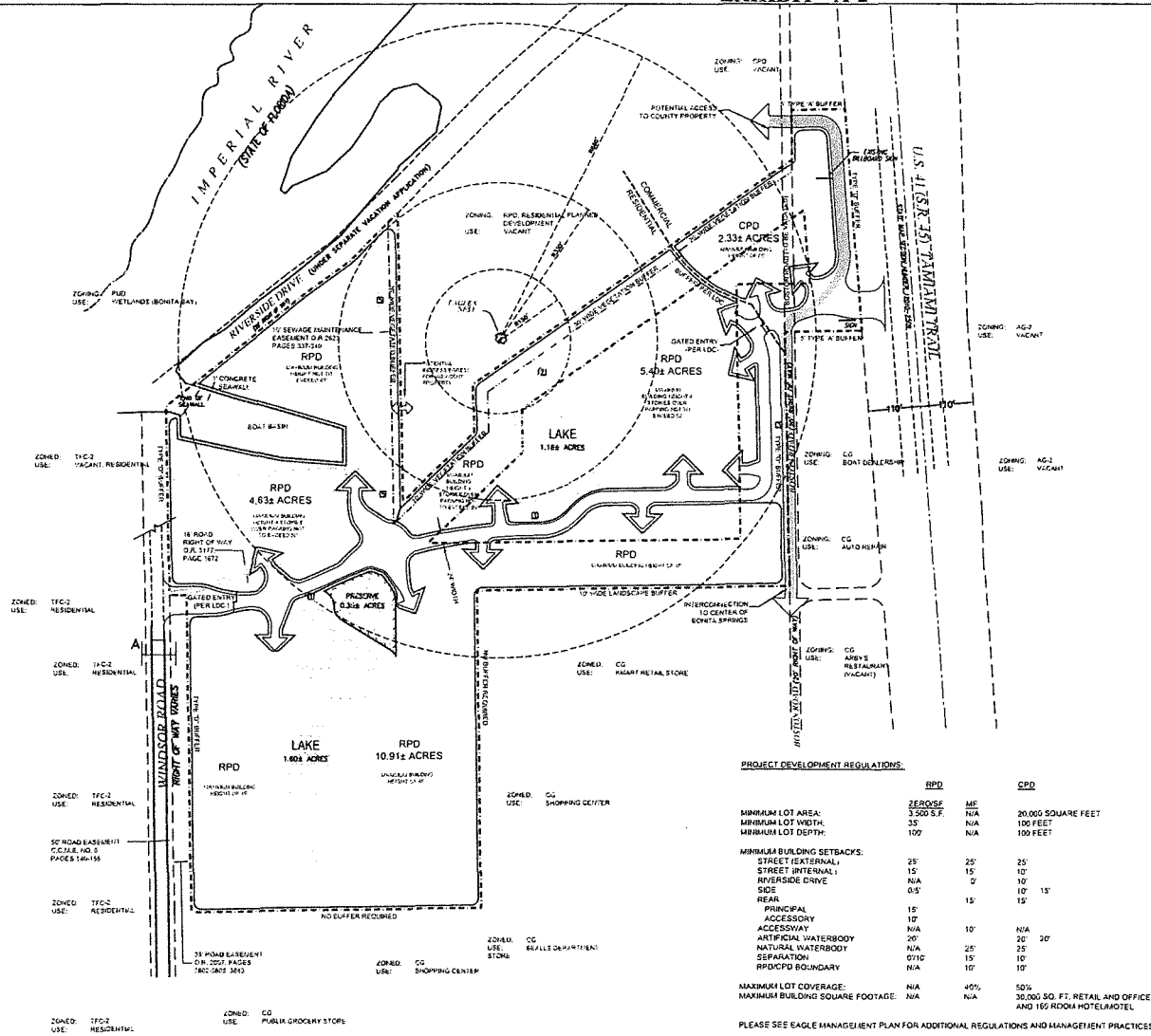


EXHIBIT "A-2"



OWNER/DEVELOPER:

ANGLERS PARADISE OF BONTA
SPRINGS, INC.
3895 STONERIDGE LANE
DUBLIN, OH 43017

PROJECT PLANNING SUMMARY:

FLUM DESIGNATION: HIGH DENSITY MULTI-FAMILY, GENERAL
EXISTING ZONING: AG-2, C1-A, RPD, RMA-2
PROPOSED ZONING: RPD, RESIDENTIAL PLANNED DEVELOPMENT CPD,
COMMERCIAL PLANNED DEVELOPMENT
PROJECT ACRES: 27.531 ± ACRES
RPD ACRES: 25.204 ± ACRES
CPD ACRES: 2.33 ± ACRES
STRAP NUMBERS: 33-47-25-B3-00222.0000
33-47-25-B3-00255.0000
33-47-25-B3-00255.0010
33-47-25-B3-00222.0050
33-47-25-B3-00257.0020
33-47-25-B3-00258.0000
33-47-25-B3-00276.0000
33-47-25-B3-00255.0020

ADDRESS: 27511, 27681, 27681, 27701 BOSTON ROAD
27821, 27881 WINDSOR ROAD

OPEN SPACE CALCULATIONS

	RPD	CPD	TOTAL
REQUIRED:	25 x 0.4 = 10.0 AC. (40%)	2 x 0.2 = 0.4 AC. (20%)	10.4 AC.
PROVIDED:	10.0 AC. (40%)	0.4 AC.	10.4 AC.
INDIGENOUS:			
REQUIRED:	5.0 AC.	0.2 AC.	5.2 AC.
PROVIDED:	1.14 AC.	0.12 AC.	1.27 AC.

SITE SUMMARY

RPD/CPD: 27.531 ACRES

172 WINDSOR ROAD: 532 ACRES

1/2 BOSTON ROAD: 282 ACRES

RIVERSIDE DRIVE: 792 ACRES

SUBTOTAL: 29.161 ACRES

MINUS CPD AREA: 21 ACRES

TOTAL RPD AREA: 274 ACRES

RESIDENTIAL UNITS: 280

NOTES:

- ALL LOADING / DELIVERY FOR CPD AREA USES WILL OCCUR AT THE REAR OR SIDE OF BUILDINGS, OR AS PERMITTED BY THE CITY OF BONTA SPRINGS.
- INDIGENOUS PRESERVE AREA MAY BE RECONFIGURED SUBJECT TO MEETING ALL MINIMUM DIMENSIONAL PRESERVE REQUIREMENTS FOR INDIGENOUS VEGETATION PER CHAPTER 3 OF THE LDC.
- THE MCP IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MINOR MODIFICATION DURING THE D.O. PROCESS, IN ACCORDANCE WITH THE LDC.
- THE DEVELOPMENT WILL MEET THE DEFINITION OF SECTION 34 OF THE LDC, UNLESS DEVIATIONS FROM THE LDC ARE AUTHORIZED.
- BUILDING HEIGHT MEASURED FROM FEMA TO BOTTOM OF BLINDING EAVE.

PROJECT DEVELOPMENT REGULATIONS

	RPD	CPD
MINIMUM LOT AREA:	3,500 S.F.	N/A
MINIMUM LOT WIDTH:	25	N/A
MINIMUM LOT DEPTH:	100	N/A
MINIMUM BUILDING SETBACKS:		
STREET (EXTERNAL):	25'	25'
STREET (INTERNAL):	15'	15'
RIVERSIDE DRIVE:	N/A	2'
SIDE:	0.5'	10'
REAR:	15'	15'
PRINCIPAL:	15'	15'
ACCESSORY:	10'	N/A
ACCESSWAY:	N/A	20'
ARTIFICIAL WATERBODY:	20'	20'
NATURAL WATERBODY:	N/A	25'
SEPARATION:	0.10'	15'
RPD/CPD BOUNDARY:	N/A	10'
MAXIMUM LOT COVERAGE:	N/A	40%
MAXIMUM BUILDING SQUARE FOOTAGE:	N/A	50%
		30,000 SQ. FT. RETAIL AND OFFICE, AND 165 ROOM HOTEL/MOTEL

PLEASE SEE EAGLE MANAGEMENT PLAN FOR ADDITIONAL REGULATIONS AND MANAGEMENT PRACTICES.

LEGEND

DEVIATION



SCALE IN FEET
0 120' 240'

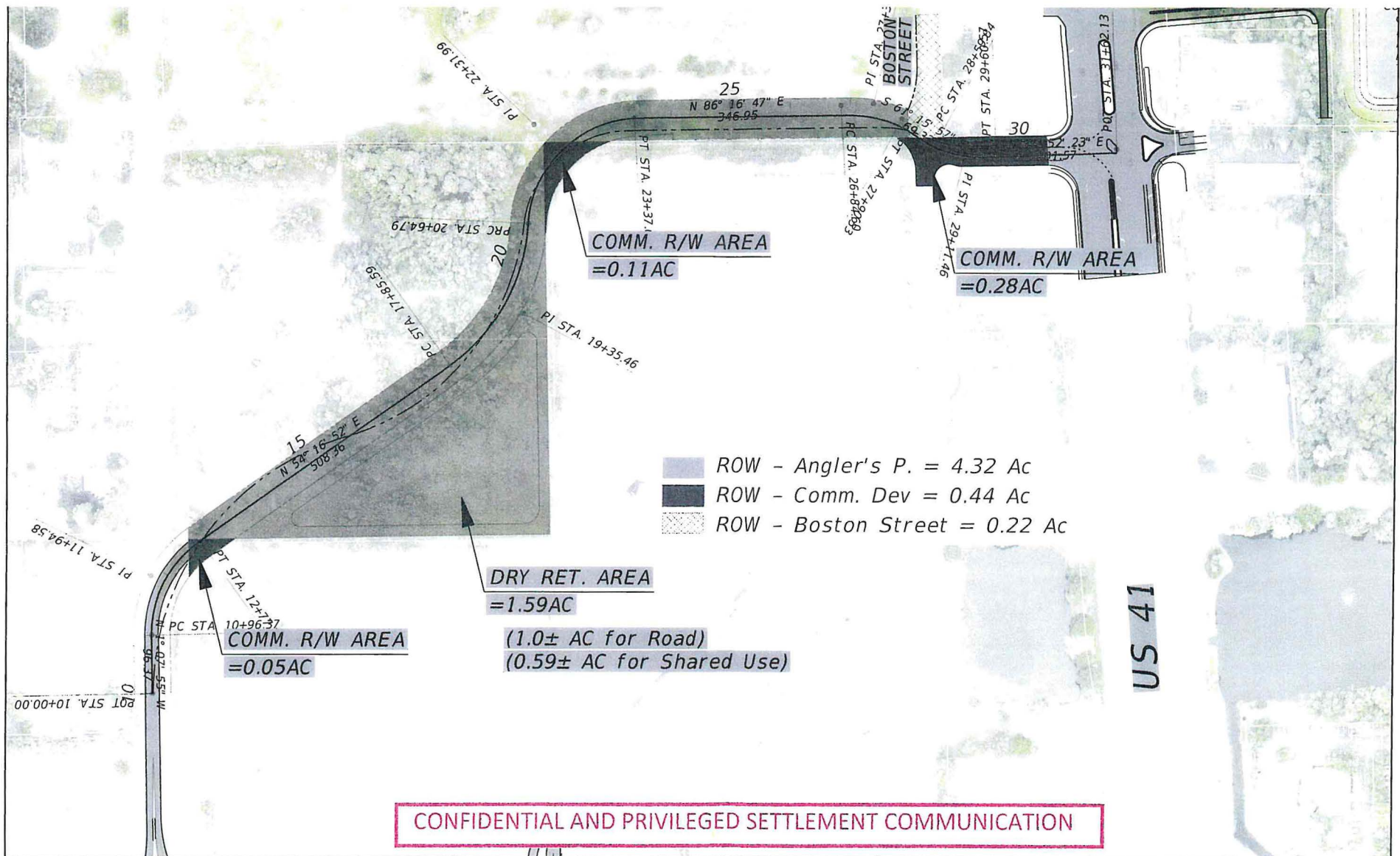
Revision	Date	Description	By
8	1/29/09	REVISE LOCATION OF GATES TO BE CONSISTENT WITH LDC	SU
7	1/14/09	REVISE BUILDING HEIGHTS	SU
6	12/10/08	REVISE MASTER PLAN	SU
5	8/9/08	REVISED MASTER PLAN	SU
4	4/11/08	PER COUNTY COMMENTS	SU
3	12/16/07	PER COUNTY COMMENTS	SU
2	9/28/07	PER COUNTY COMMENTS	SU
1	7/1/07	PER COUNTY COMMENTS	SU

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
1007 N. W. 11th Street, Suite 100
Fort Myers, FL 33901
Phone: 941.426.5650
Fax: 941.426.5651
www.GradyMinor.com

ANGLERS PARADISE RPD/CPD

EXHIBIT IV-F
MASTER CONCEPT PLAN
DCI2005-00044

MUNICIPALITY:	CITY OF BONTA SPRINGS
FILE NAME:	33/175/2/E
DATE:	JANUARY 2009
FILE NAME:	AP2 MCP (REV 10 1-28-09)
SHEET	1 OF 1



REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NW QUADRANT	SHEET NO. 1-2
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		



DRY RET. AREA
= 1.59 AC

NOTES:

- Estimated SHW Elevation = 6.8'
- Buffer between Pipe and PGL = 2'
- Pipe Diameter = 36"
- Flood Elevation = 10' (Zone AE FEMA)
- Min. Clearance req. = 18" (21" Provided)
- Design PGL max = 11.8' (SHW + Buffer)
- Pavement thickness = 15" (12" Base)

CONFIDENTIAL AND PRIVILEGED SETTLEMENT COMMUNICATION

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NW QUADRANT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		2-2

**SKETCH OF DESCRIPTION OF
A PORTION OF LOT 85, ARROYAL SUBDIVISION
LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 85 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, RUN N01°19'46"W ALONG THE WEST LINE OF SAID QUARTER SECTION FOR 660.10 FEET; THENCE LEAVING SAID QUARTER SECTION LINE N89°08'46"E FOR 60.03 FEET TO A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" BEING ON THE EAST LINE OF A 35 FOOT WIDE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2007, PAGES 3802 THROUGH 3805, AND THE POINT OF BEGINNING;

THENCE N89°08'46"E ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, FOR 76.86 FEET; THENCE S54°16'52"W, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.72 FEET TO THE BEGINNING OF A TANGENT CURE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 157.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°35'19", A CHORD BEARING OF S44°29'13"W, CHORD DISTANCE OF 53.42' FEET, AN ARC DISTANCE OF 53.68 FEET TO THE EAST LINE OF AFORESAID 35 FOOT WIDE ROAD EASEMENT AND THE END OF SAID CURVE; THENCE N01°19'37" W, ALONG SAID EAST LINE, A DISTANCE OF 64.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.050 ACRE, OR 2,176 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

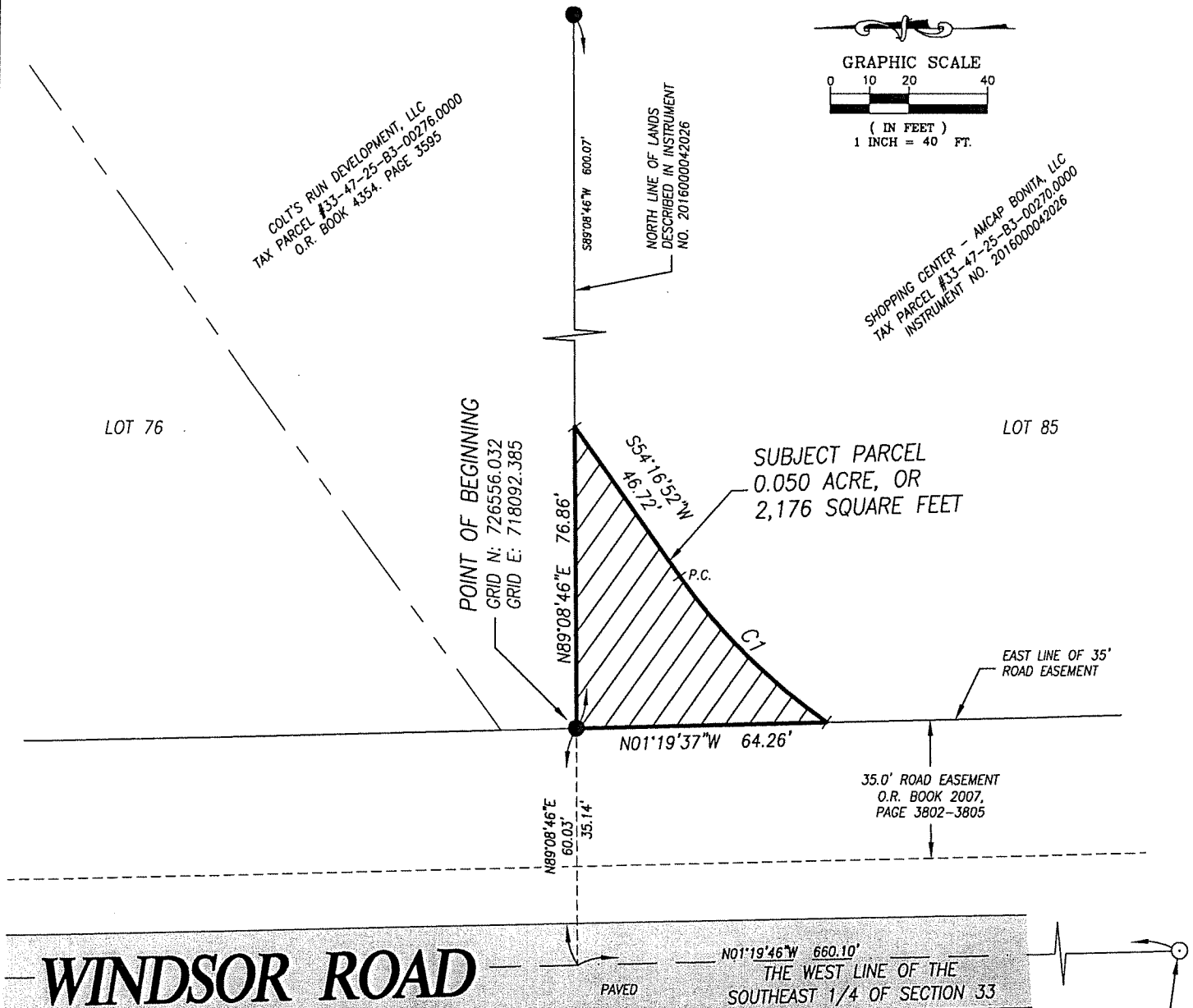
1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

THIS IS NOT A SURVEY

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THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPUTER FILE: 15095.T1	DRAWING BOARD: NOT TO SCALE	 DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6083 Website: www.dwsurveys.com	SIGNATURE: JC	CERTIFIED TO: J.R. EVANS ENGINEERING	JOB NO.: 16095
CERTIFICATE OF AUTHORIZATION NO. LR 8086 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		SURVEY DATE: 05/01/2018	REVIEWED BY: DSD		CHECKED BY: DSD		SHEET NO.: 1 of 2
Professional Surveyor & Mapper Fla. License No. 5762		SIGNATURE DATE: 05/01/2018	REVISION DATE:		FIELD WORK: N/A		

SKETCH OF DESCRIPTION OF A PORTION OF LOT 85, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

LEGEND

- = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"
- O.R. = OFFICIAL RECORDS BOOK
- P.C. = POINT OF CURVATURE
- C.C.M.B. = COUNTY COMMISSION MINUTES BOOK

POINT OF COMMENCEMENT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CERTIFIED CORNER RECORD #097459
THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4
OF SECTION 33 TOWNSHIP 47 SOUTH, RANGE 25 EAST
GRID N: 725895.2129
GRID E: 718047.6832

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	19°35'19"	157.00'	53.68'	S44°29'13"W	53.42'

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SKETCH OF DESCRIPTION OF A PORTION OF LOT 70, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 70 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S89°04'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 191.30 FEET; THENCE S89°07'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 537.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 157.00 FEET, AND THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 68°02'48", A CHORD BEARING OF S36°42'05"W, CHORD DISTANCE OF 175.69 FEET, AN ARC DISTANCE OF 186.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°47'26", A CHORD BEARING OF S05°04'24"W, CHORD DISTANCE OF 28.42 FEET, AN ARC DISTANCE OF 28.43 FEET TO WEST LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N01°17'35"W, ALONG SAID WEST LINE, A DISTANCE OF 164.21 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°11'21", A CHORD BEARING OF N41°53'07"E, CHORD DISTANCE OF 4.50 FEET, AN ARC DISTANCE OF 4.50 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N89°07'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 108.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.110 ACRE, OR 4,808 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPUTER FILE: 16095 12	DRAWING SCALE: NOT TO SCALE	D&W DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dwsurveys.com	DESIGN BY: JC	CERTIFIED TO: J.R. EVANS ENGINEERING	JOB NO.: 16095
CERTIFICATE OF AUTHORIZATION NO. LB 8896 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		SIGNATURE DATE: 05/01/2019	REVIEW BY: DSO	CREATED BY: DSO	FIELD BOOK: N/A		SHEET NO.: 1 of 2

SKETCH OF DESCRIPTION OF A PORTION OF LOT 70, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES

WEST RIGHT OF WAY LINE

POINT OF
COMMENCEMENT
GRID N: 727238.007
GRID E: 719517.956

NORTH LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

POINT OF BEGINNING
GRID N: 727226.709
GRID E: 718788.788

SHOPPING CENTER - AMCAP BONITA, LLC
TAX PARCEL #33-47-25-B3-00270.0000
INSTRUMENT NO. 2016000042026

ANGLER'S PARADISE OF
BONITA SPRINGS, INC.
TAX PARCEL
#33-47-25-B3-00222.0000
O.R. 1037, PAGE 1257

LOT 61

LOT 70

SUBJECT PARCEL
0.110 ACRE, OR
4,808 SQUARE FEET

N89°07'32"E 108.23'

N01°17'35"W 164.21'

WEST LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

LEGEND

● = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"

⊙ = FOUND 5/8" REBAR AND CAP - "LB 6896"

O.R. = OFFICIAL RECORDS BOOK

C.C.M.B. = COUNTY COMMISSION MINUTES BOOK

P.C. = POINT OF CURVATURE

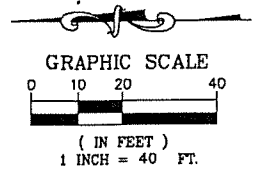
P.R.C. = POINT OF REVERSE CURVATURE

LOT 61A

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD BEARING
C1	68°02'48"	157.00'	186.46'	S36°42'05"W
C2	4°47'26"	340.00'	28.43'	S05°04'24"W
C3	1°11'21"	217.00'	4.50'	N41°53'07"E



THIS MAP PREPARED BY:
CERTIFICATE OF AUTHORIZATION NO. LB 16095
NOT VALID WITHOUT THE SIGNATURE AND
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

DAVID S. DAGOSTINO, PSM
Professional Surveyor & Mapper Fla. License No. 5782

COMPUTER FILE:
15025 T2
SURVEY DATE:
05/01/2019
DRAWING DATE:
05/01/2019

D&W DAGOSTINO & WOOD, INC.
Professional Surveying & Mapping
10981 Bonita Beach Road SE, Bonita Springs, FL 34135
Phone: (239) 352-6085 Website: www.dwsurveys.com

DRAWN BY:
JC
CHECKED BY:
DSD
TEST BOOK:
N/A

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JOB NO.:
16095
SHEET NO.:
1 of 2

SKETCH OF DESCRIPTION OF A PORTION OF LOT 70 AND 71, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 70 AND 71 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S04°54'15"E, ALONG THE WEST RIGHT OF WAY LINE OF SAID U.S. 41 (STATE ROAD NO. 45) TAMiami TRAIL, A DISTANCE OF 49.04 FEET; THENCE S89°07'35"W DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 160.65 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°27'31", A CHORD BEARING OF S43°53'50"W, CHORD DISTANCE OF 42.60 FEET, AN ARC DISTANCE OF 47.36 FEET TO THE END OF SAID CURVE; THENCE S01°19'55"E, A DISTANCE OF 2.65 FEET; THENCE S88°40'05"W, A DISTANCE OF 30.00 FEET; THENCE N01°19'55"W, A DISTANCE OF 23.50 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°23'49", A CHORD BEARING OF N27°01'49"W, CHORD DISTANCE OF 65.05 FEET, AN ARC DISTANCE OF 67.28 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N89°07'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 54.74 FEET; THENCE N89°04'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 191.30 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 0.285 ACRE, OR 12,397 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

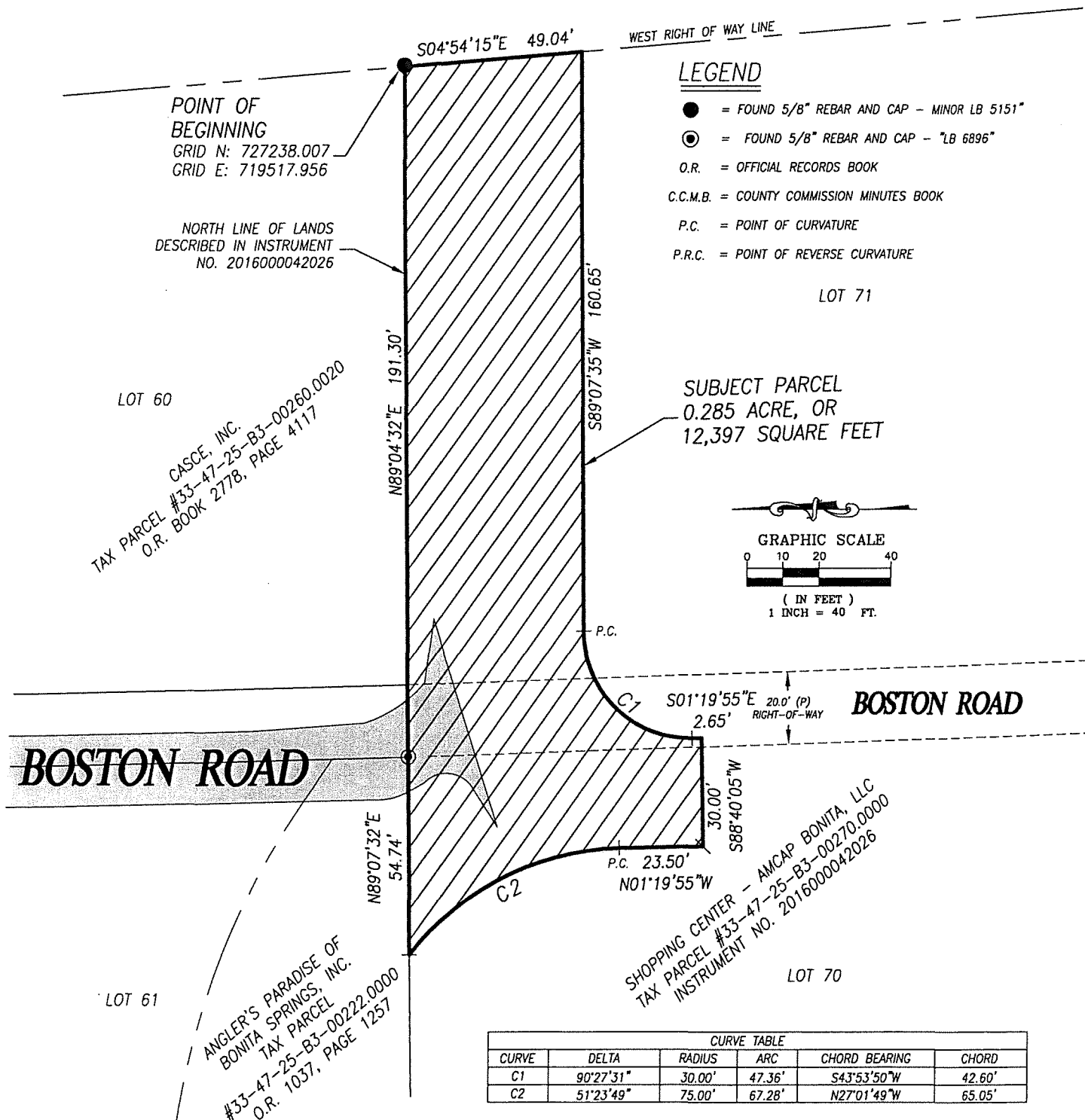
THIS IS NOT A SURVEY

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THIS MAP PREPARED BY:		DAVID S. DAGOSTINO, PSM		COMPUTER FILED:	DRAWING SCALE:	DAGOSTINO & WOOD, INC.		DRAWN BY:	CERTIFIED TO:		JOB NO.:
CERTIFICATE OF AUTHORIZATION NO. LB 8006				18095.TD	NOT TO SCALE	Professional Surveying & Mapping		JC	J.R. EVANS ENGINEERING		16095
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		Professional Surveyor & Mapper Fla. License No. 5782		SURVEY DATE:	REVIEW BY:	10981 Bonita Beach Road SE, Bonita Springs, FL 34135		CHECKED BY:			SHEET NO.:
				05/01/2019		Phone: (239) 352-6083 Website: www.dwsurveys.com		DSO			1 of 2
				SIGNATURE DATE:	REVISION DATE:			FIELD BOOK:			
				05/01/2019				N/A			

SKETCH OF DESCRIPTION OF A PORTION OF LOT 70 AND 71, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES



NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

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SKETCH OF DESCRIPTION OF A PORTION OF LOT 69 AND LOT 76, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 69 AND 76 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, RUN N01°19'46"W ALONG THE WEST LINE OF SAID QUARTER SECTION FOR 660.10 FEET; THENCE LEAVING SAID QUARTER SECTION LINE N89°08'46"E FOR 60.03 FEET TO A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" BEING ON THE EAST LINE OF A 35 FOOT WIDE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2007, PAGES 3802 THROUGH 3805, AND THE POINT OF BEGINNING;

THENCE N01°20'21"W, ALONG SAID EAST LINE, A DISTANCE OF 19.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°25'31", A CHORD BEARING OF N53°34'07"E, A CHORD DISTANCE OF 5.40 FEET, AN ARC DISTANCE OF 5.40 FEET TO THE END OF SAID CURVE; THENCE N54°16'52"E, A DISTANCE OF 506.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°36'12", A CHORD BEARING OF N28°28'47"E, A CHORD DISTANCE OF 243.74 FEET, AN ARC DISTANCE OF 252.18 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 38°36'46", A CHORD BEARING OF N21°59'04"E, A CHORD DISTANCE OF 143.49 FEET, AN ARC DISTANCE OF 146.24 FEET TO THE END OF SAID CURVE; THENCE S01°17'35"E, A DISTANCE OF 656.89 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026; THENCE S89°08'46"W ALONG SAID NORTH LINE, A DISTANCE OF 600.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.461 ACRES, OR 150,758 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPUTER FILE: 16095 14	DRAWING SCALE: NOT TO SCALE	DESIGNED BY: JC	CERTIFIED TO: J.R. EVANS ENGINEERING	JOB NO.: 16095
CERTIFICATE OF AUTHORIZATION NO. LB 8696 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		SHEET DATE: 05/01/2019	REVIEW BY: REVIEW DATE: 05/01/2019	D&W DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dwsurveys.com	DRAWN BY: DSD	SHEET NO.: 1 of 2

SKETCH OF DESCRIPTION OF A PORTION OF LOT 69 AND LOT 76, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LOT 70

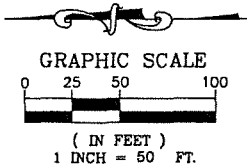
LOT 75

S01°17'35"E 656.89'

C3

C2

SUBJECT PARCEL
3.461 ACRES, OR
150,758 SQUARE FEET



LOT 69

COLT'S RUN DEVELOPMENT, LLC
TAX PARCEL #33-47-25-B3-00276.0000
O.R. BOOK 4354, PAGE 3595

LOT 76

LOT 85

LEGEND

- = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"
- O.R. = OFFICIAL RECORDS BOOK
- C.C.M.B. = COUNTY COMMISSION MINUTES BOOK
- P.C. = POINT OF CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	1°25'31"	217.00'	5.40'	N53°34'07"E	5.40'
C2	51°36'12"	280.00'	252.18'	N28°28'47"E	243.74'
C3	38°36'46"	217.00'	146.24'	N21°59'04"E	143.49'

NORTH LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

SHOPPING CENTER -
AMCAP BONITA, LLC
TAX PARCEL
#33-47-25-B3-00270.0000
INSTRUMENT NO.
2016000042026

POINT OF BEGINNING
GRID N: 726556.032
GRID E: 718092.385

EAST LINE OF 35'
ROAD EASEMENT

35.0' ROAD EASEMENT
O.R. BOOK 2007, PAGE 3802-3805

WINDSOR ROAD

THE WEST LINE OF THE
SOUTHEAST 1/4 OF SECTION 33

POINT OF COMMENCEMENT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CERTIFIED CORNER RECORD #097459
THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4
OF SECTION 33 TOWNSHIP 47 SOUTH, RANGE 25 EAST
GRID N: 725895.2129
GRID E: 718047.6832

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

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THIS MAP PREPARED BY:

DAVID S. DAGOSTINO, PSM

COMPUTER FILE:

180055 14

DATE: 05/01/2018

BY: 05/01/2018

05/01/2018

DRAWING SCALE:

1"=40'

REVIEW BY:

REVIEW DATE:

05/01/2018



DAGOSTINO & WOOD, INC.
Professional Surveying & Mapping
10961 Bonita Beach Road SE, Bonita Springs, FL 34135
Phone: (239) 352-6065 Website: www.dwsurveys.com

DRAWN BY:

JC

CHECKED BY:

OSD

FILED NAME:

N/A

CERTIFIED TO: J.R. EVANS ENGINEERING

JOB NO:

16095

SHEET NO:

2 of 2

SKETCH OF DESCRIPTION OF A PORTION OF LOT 61, ARROYAL SUBDIVISION, LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 61 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S89°04'32"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 191.30 FEET TO THE POINT OF BEGINNING;

THENCE S89°07'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 646.18 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 46°38'49", A CHORD BEARING OF N65°48'13"E, CHORD DISTANCE OF 171.83 FEET, AN ARC DISTANCE OF 176.67 FEET TO THE END OF SAID CURVE; THENCE N89°07'37"E, A DISTANCE OF 352.41 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 217.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°12'47", A CHORD BEARING OF S72°45'59"E, CHORD DISTANCE OF 134.88 FEET, AN ARC DISTANCE OF 137.15 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 157.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°21'33", A CHORD BEARING OF S56°20'23"E, CHORD DISTANCE OF 9.20 FEET, AN ARC DISTANCE OF 9.20 FEET TO THE END OF SAID CURVE; THENCE S01°24'51"E, A DISTANCE OF 20.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.885 ACRE, OR 38,571 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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CERTIFICATE OF AUTHORIZATION NO. LB 8896		Professional Surveyor & Mapper Fla. License No. 5762		1800S: 75		NOT TO SCALE		Professional Surveying & Mapping		JC		16095	
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER				SURVEY DATE:		NEWJOB #:		10981 Bonita Beach Road SE, Bonita Springs, FL 34135		CHECKED BY:		SHEET NO.:	
				05/01/2019				Phone: (239) 352-6085 Website: www.dwsurveys.com		DSJ		1 of 2	
				REVISION DATE:						TICKS/INCH:			
				05/01/2019						N/A			

SKETCH OF DESCRIPTION OF A PORTION OF LOT 61, ARROYAL SUBDIVISION, LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES

POINT OF
COMMENCEMENT
GRID N: 727238.007
GRID E: 719517.956

LOT 60
CASCE, INC.
TAX PARCEL
#33-47-25-B3-00260.0020
O.R. BOOK 2778, PAGE 4117

WEST RIGHT OF WAY LINE

LOT 71

LOT 60

S01°24'51"E 20.88'

BOSTON ROAD

LEGEND

● = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"

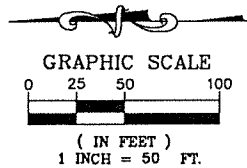
⊙ = FOUND 5/8" REBAR AND CAP - "LB 6896"

O.R. = OFFICIAL RECORDS BOOK

C.C.M.B. = COUNTY COMMISSION MINUTES BOOK

P.C. = POINT OF CURVATURE

P.R.C. = POINT OF REVERSE CURVATURE



POINT OF BEGINNING
GRID N: 727234.920
GRID E: 719326.678

P.C.

SHOPPING CENTER - AMCAP BONITA, LLC
TAX PARCEL #33-47-25-B3-00270.0000
INSTRUMENT NO. 2016000042026

LOT 56

LOT 61

LOT 70

ANGLER'S PARADISE OF
BONITA SPRINGS, INC.
TAX PARCEL
#33-47-25-B3-00222.0000
O.R. 1037, PAGE 1257

N89°07'37"E 352.41'
SUBJECT PARCEL
0.885 ACRE, OR
38,571 SQUARE FEET
S89°07'32"W 646.18'

NORTH LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	46°38'49"	217.00'	176.67'	N65°48'13"E	171.83'
C2	36°12'47"	217.00'	137.15'	S72°45'59"E	134.88'
C3	3°21'33"	157.00'	9.20'	S56°20'23"E	9.20'

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

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THIS MAP PREPARED BY:

DAVID S. DAGOSTINO, PSM

COMPUTER FILED
16095.75

DATE: 05/01/2019

REVISION DATE

D&W

DAGOSTINO & WOOD, INC.
Professional Surveying & Mapping

10981 Bonita Beach Road SE, Bonita Springs, FL 34135
Phone: (239) 352-6085 Website: www.dwsurveys.com

DATE: 05/01/2019

REVISION DATE

REVISION DATE

CERTIFIED TO: J.R. EVANS ENGINEERING

JOB NO. 16095

SHEET NO. 2 of 2

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T1

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY REFERENCE.**

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

TOGETHER with all the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining (all of the foregoing is hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of **AMCAP BONITA, LLC**, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public

Print name: _____

My commission expires: _____

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T2

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY REFERENCE.**

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

TOGETHER with all the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining (all of the foregoing is hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of **AMCAP BONITA, LLC**, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public

Print name: _____

My commission expires: _____

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T3

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

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HEREOF BY REFERENCE.**

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TO HAVE AND TO HOLD the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of **AMCAP BONITA, LLC**, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public
Print name: _____
My commission expires: _____

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") is executed and delivered as of this ____ day of _____, 20____ (the "Effective Date") by ANGLER'S PARADISE OF BONITA SPRINGS, FLORIDA, INC., a Florida corporation, and Ron Sabatino, individually (collectively, "ANGLER'S PARADISE"), to the CITY OF BONITA SPRINGS, a Florida municipal Corporation (the "CITY").

Recitals

WHEREAS, Angler's Paradise owns certain real property (the "Subject Property") which is proposed to be developed by Angler's Paradise, or its assigns, into a mixed Residential Planned Development and Commercial Planned Development (the "Angler's Paradise Project") pursuant to a Master Concept Plan ("MCP") approved by the City in May 2009, per Zoning Ordinance 09-06; and

WHEREAS, Angler's Paradise and the City have recently been engaged in certain disputes regarding the Angler's Paradise Project and its MCP, which disputes include, but are not limited to, the Angler's Paradise Application for Reinstatement of the MCP, and the expeditious processing of said MCP; and

WHEREAS, in response to the City's adoption of certain amendments to its Comprehensive Plan, which impact the Subject Property, Angler's Paradise timely filed a Petition for Formal Administrative Hearing before the Florida Department of Administrative Hearings, styled Angler's Paradise of Bonita Springs, Inc. v. City of Bonita Springs, Florida, Case No. 17-003252GM, (the "Administrative Challenge"), wherein Angler's Paradise asserted, among other arguments, that the City's adopted amendments to its Comprehensive Plan are not in compliance with Chapter 163, Florida Statutes (2017); and

WHEREAS, the City has enacted a temporary moratorium, Ordinance 17-12, as extended by Ordinance No. 18-08, which ordinance prevents City action on private development orders within the limited area of the moratorium, effective from July 21, 2017 through May 21, 2019, and which ordinance provides for the extension of said moratorium at the determination of the City Council; and

WHEREAS, Angler's Paradise has, on July 31, 2017, filed an Application for Relief from Ordinance 17-12, pursuant to Section 6, thereof, the Remedy Provision (the "Application for Relief"); and

WHEREAS, the City is considering a new roadway improvement which would require the acquisition of a portion of the Subject Property by the City (the "Reliever Road"); and

WHEREAS, the Angler's Paradise and the City have agreed to resolve the outstanding legal issues described above by entering into an agreement set forth in the Agreement executed by Angler's Paradise on July _____, 2019, and ratified by the City in open session on July _____, 2019 ("Agreement"), which Agreement is intended to bind the Parties, their assigns, officers,

employees, and affiliates, to the extent permitted by law; said Agreement is attached hereto as Exhibit "A."

NOW THEREFORE, in consideration of the CITY's payment to ANGLER'S PARADISE in the amount of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ANGLER'S PARADISE, ANGLER'S PARADISE witnesses as follows:

Release

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated fully herein, as material terms, as are the terms of the Agreement, together with the exhibits referenced therein.

2. **RELEASE.** ANGLER'S PARADISE, on behalf of itself, its directors, owners, and any predecessor, successor, and their respective heirs and assigns (all of the foregoing being collectively referred to as "Releasors"), jointly and severally, does hereby and for anyone claiming by or through or under each of them, fully remise, release, acquit, and forever discharge the City, in addition to and together with its affiliates, directors, officers, employees, agents, partners, Council members, managers, and each of their respective successors, heirs and assigns (all of the foregoing being collectively referred to as "Released Parties"), jointly and severally, of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising at law or in equity, which Releasors may have had, may now have, or may hereafter have, against the said Released Parties, by reason of any matter, cause, happening or thing, from the beginning of time, occurring prior to and including the date of this General Release arising in connection with the matters addressed in the Recitals above, including the Administrative Challenge, the Application for Relief, the Reliever Road, the Agreement and any attachments to the Agreement.

2. **LIABILITY DENIED.** It is understood and agreed that the receipt by the Releasors of the consideration recited in Paragraph 2 and the execution of this Release is not to be considered an admission of liability on the part of any of the persons released, but is in full settlement of disputed claims on which liability has been and is denied.

3. **FINALITY OF RELEASE.** It is intended by Releasors by this Release for each party hereto to forever remise, acquit, waive, release and forever discharge Released Parties of and from all claims, demands for losses, injuries and damages, rights known or unknown, direct or indirect, arising from the matters described in this Release, and from any other matter occurring prior to the date of this Release, it being understood that all rights which Releasors or any person claiming by or through Releasors as of the date of this Release, shall be forever released, remised and acquitted, and Releasors and such persons shall be forever barred from bringing or asserting the same in their own name or names, jointly with or through any person, natural or corporate, for or upon or by reason of any act, matter, transaction, cause or thing whatsoever, from the beginning of the world to the date of these presents, arising in connection with the matters addressed in the Recitals above, including the Administrative Challenge, the Application for Relief, the Reliever Road, the Agreement and any attachments to the Agreement .

4. This General Release is not intended to bar the Releasor(s) from seeking all relief envisioned by the terms of the attached Agreement, Exhibit "A," or in any necessary litigation to enforce or interpret this instrument.

5. ATTORNEYS' FEES. In connection with any litigation to enforce or interpret this instrument, the prevailing party shall be entitled to recover its reasonable attorneys' fees, legal assistant's fees, and the costs and expenses of litigation, in addition to any other relief allowed by law.

IN WITNESS WHEREOF the undersigned has executed and delivered this Release as of the Effective Date.

ATTEST:

Angler's Paradise of Bonita
Springs, Florida, Inc., and
Ron Sabatino, individually

WITNESSETH:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

REQUESTED MOTION: Presentation and review of the August Monthly Financial Report

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached August 31, 2021, monthly financial report.

STAFF RECOMMENDATION:

Receive presentation and report.

ATTACHMENTS:

1. Monthly Financial Report

REVIEWERS:

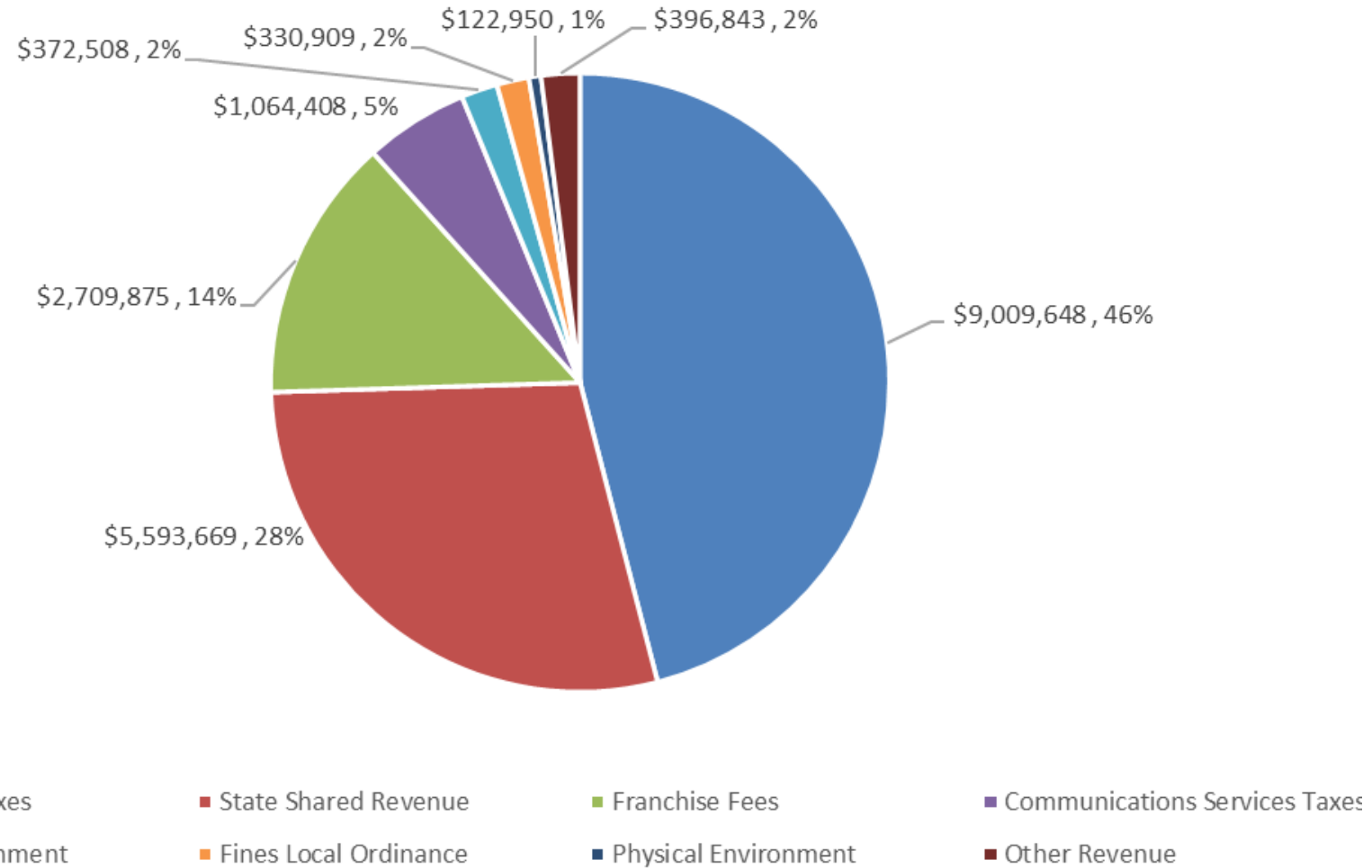
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

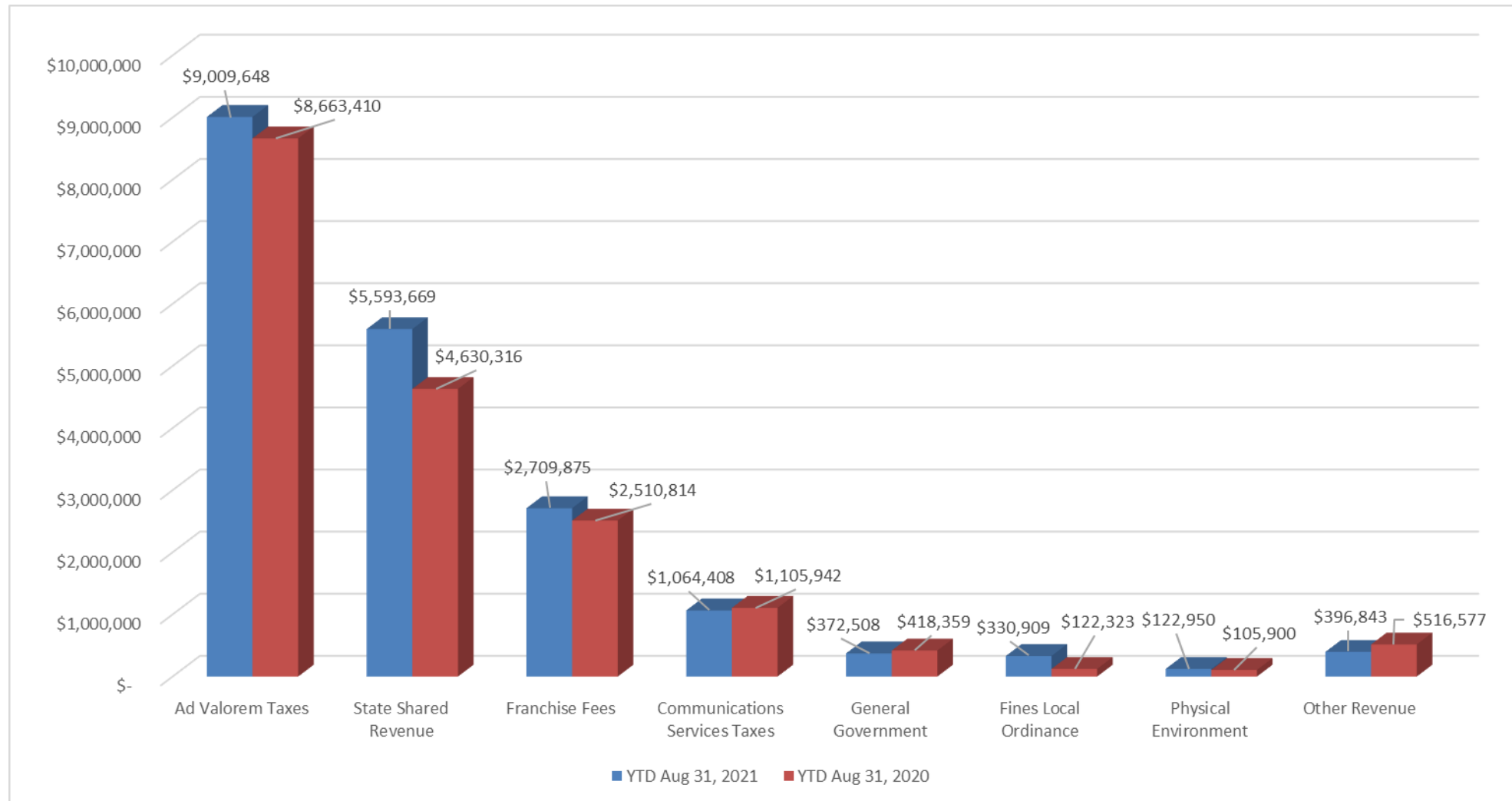
AUGUST FINANCIAL REPORT



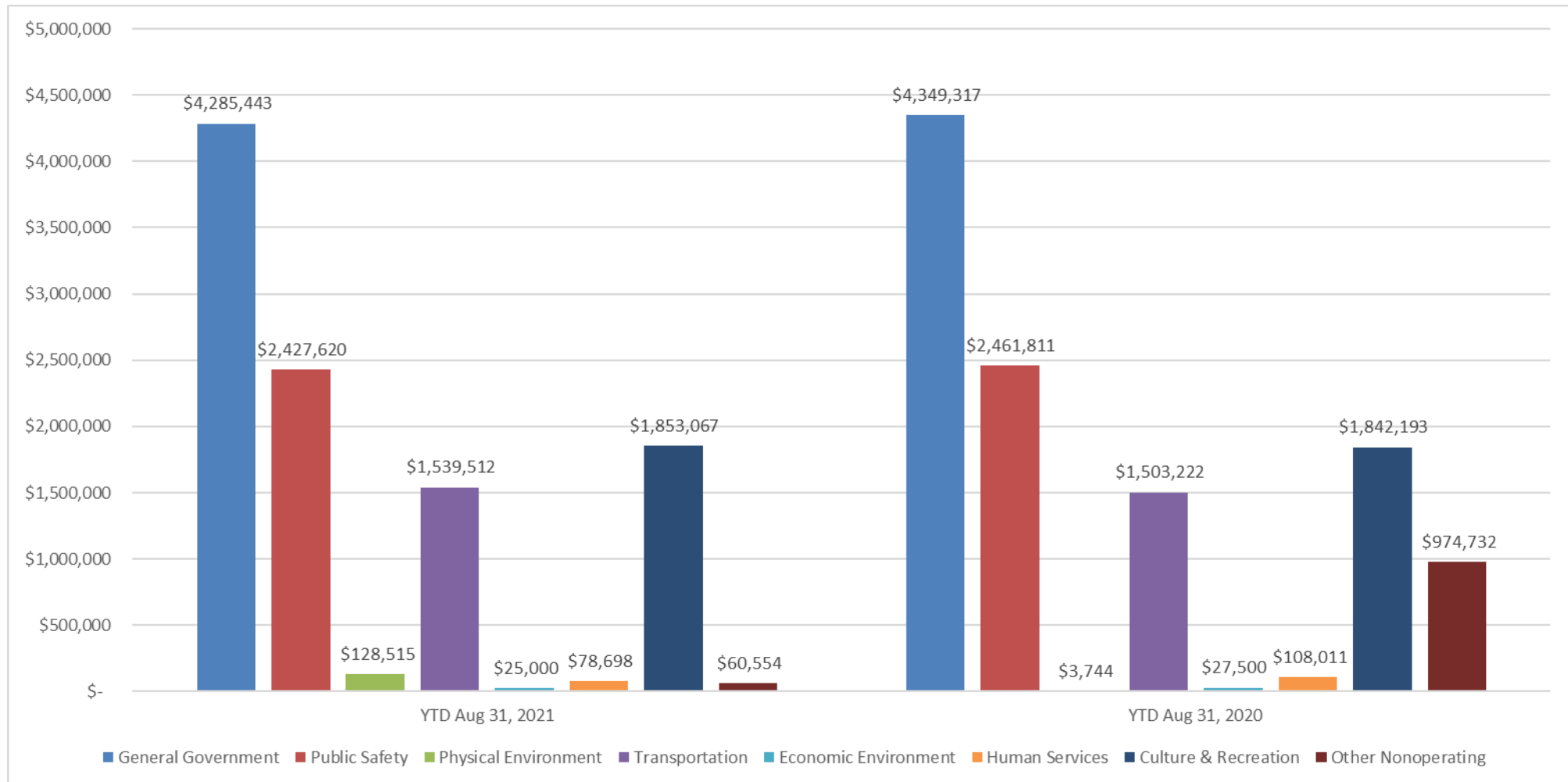
GENERAL FUND REVENUE AS OF AUGUST 31, 2021



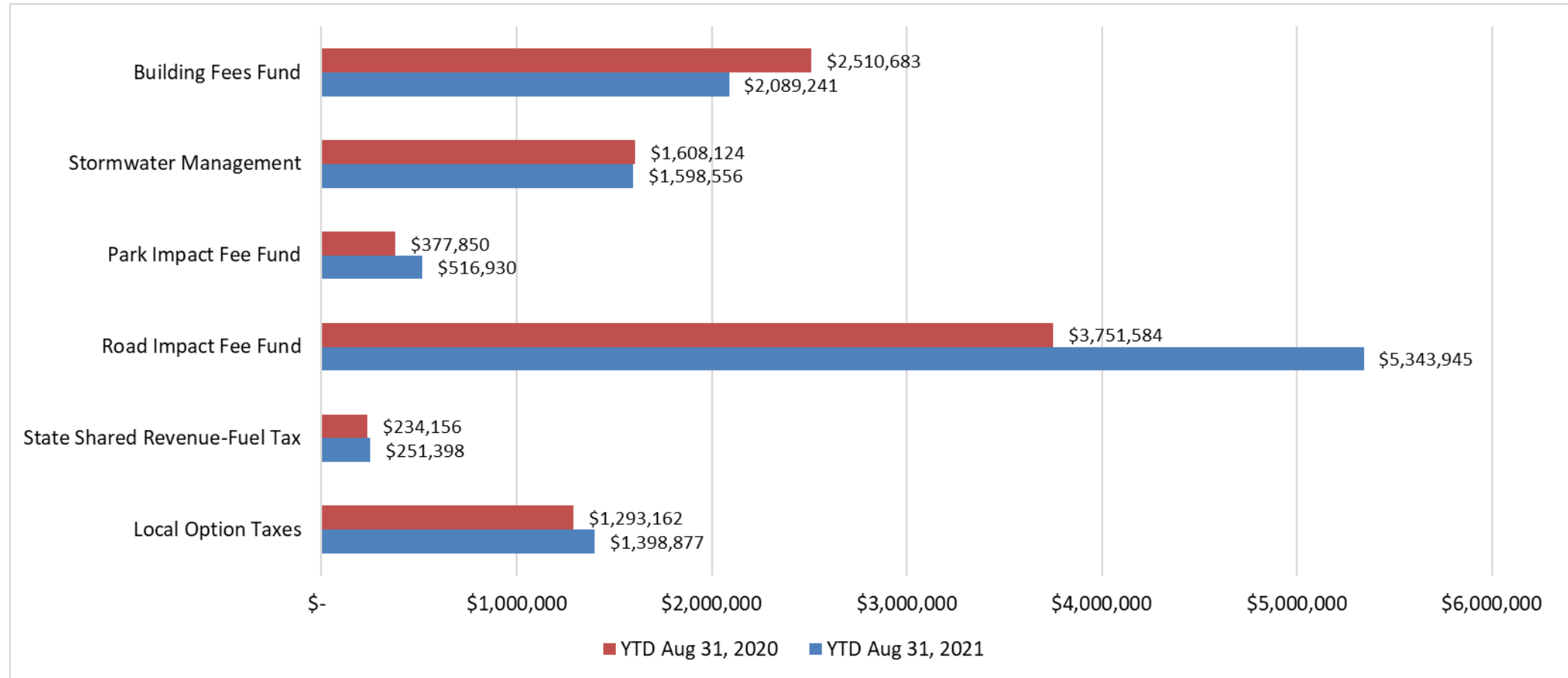
GENERAL FUND REVENUE



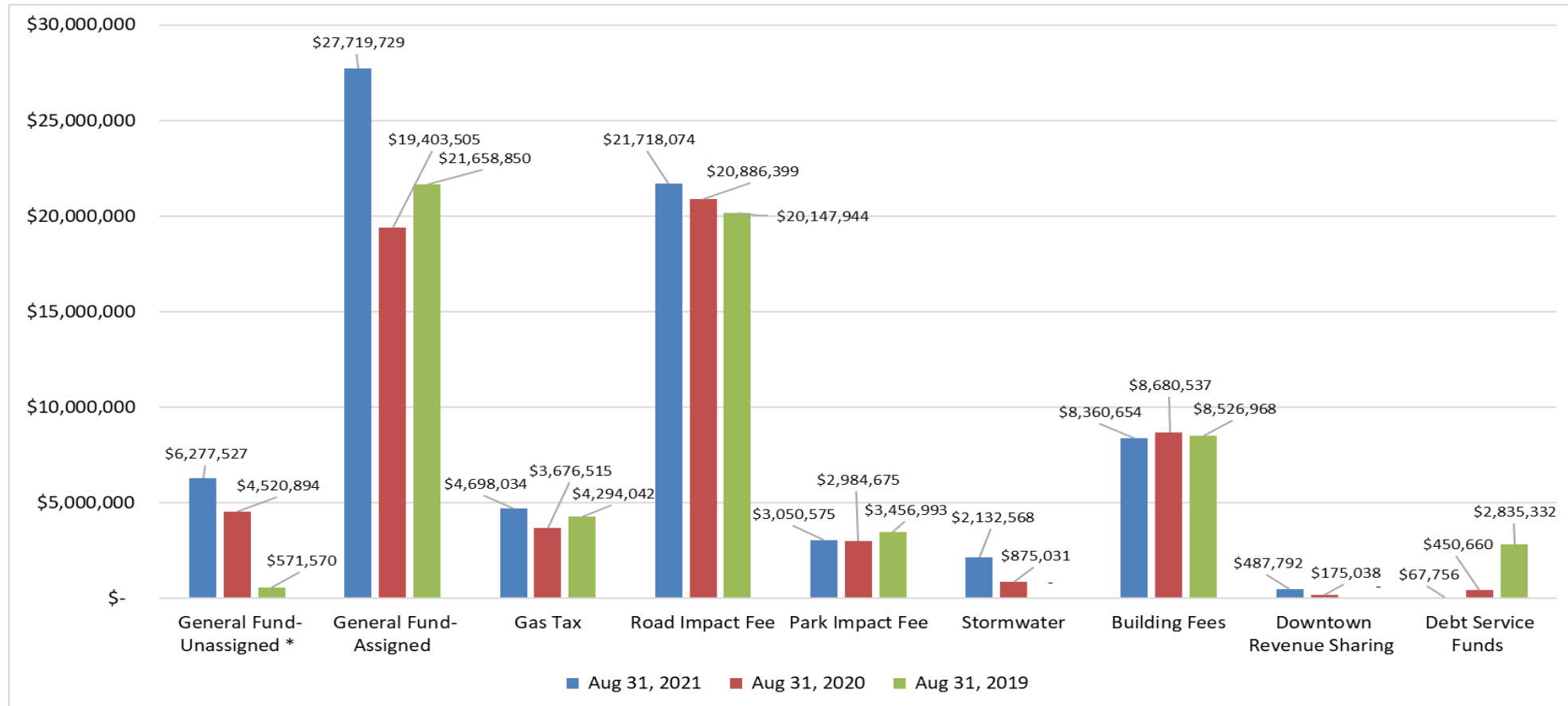
GENERAL FUND EXPENDITURES



RESTRICTED REVENUE



CASH BALANCES



* General fund unassigned fund balance is calculated at the end of each fiscal year after all audit adjustments are completed.

HIGHLIGHTS

As of August 31, 2021, we have experienced the following significant year to date increases over prior year as result of current economic conditions:

- Half-Cent Sales Tax 24%
- Franchise Fees 8%
- Local Option Gas Tax 8%
- Road Impact Fees 42%
- Park Impact Fees 37%

HIGHLIGHTS

Conversely, Communications Services Taxes are down 4% from prior year which is consistent with a State-wide trend.

FLORIDA FINANCIAL OUTLOOK-SEPTEMBER 3, 2021

- Recent revenue estimating data from State continues to be positive and the current economic outlook is overall good.
- State's general revenue collections are projected to be above pre-pandemic forecasted levels for Fiscal Year 2021-22 and 2022-2023.
- Future risk continues for Sales Tax collections associated with people returning to normal purchasing habits.

FLORIDA FINANCIAL OUTLOOK-SEPTEMBER 3, 2021

- Personal Income is expected to increase by 1.5% on hope that furloughed workers return to jobs or find new opportunities.
- Annual growth rate is expected to remain solidly above 4%.
- Real Estate and Construction were noted as areas of significant increases during the pandemic.

City of Bonita Springs, Florida

Balance Sheet as of August 31, 2021

	Special Revenue Funds										
	General Fund	Impact Fee Funds					Downtown Area Revenue Sharing	Debt Service Funds	Capital Projects Fund	Total Governmental Funds	
		Gas Tax	Grants	Road	Park	Stormwater Management					Building Fees
ASSETS											
Cash and cash equivalents	\$ 33,997,256	\$ 4,698,034	\$ -	\$ 21,718,074	\$ 3,050,575	\$ 2,132,568	\$ 8,360,654	\$ 487,792	\$ 67,756	\$ -	\$ 74,512,709
Receivables (net)	392,738	-	-	-	-	-	-	-	-	-	392,738
Due from other funds	735,761	-	-	-	-	-	-	-	-	-	735,761
Total assets	\$ 35,125,755	\$ 4,698,034	\$ -	\$ 21,718,074	\$ 3,050,575	\$ 2,132,568	\$ 8,360,654	\$ 487,792	\$ 67,756	\$ -	\$ 75,641,208
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 16,835	\$ 25,885	\$ -	\$ -	\$ -	\$ 719	\$ -	\$ -	\$ -	\$ -	\$ 43,439
Accrued liabilities	270,678	-	-	-	-	-	-	-	-	-	270,678
Due to other funds	-	-	735,761	-	-	-	-	-	-	-	735,761
Due to other governments	22,252	-	-	138,276	-	-	-	-	-	-	160,528
Unearned Revenue	-	-	3,620,712	-	-	-	-	-	-	-	3,620,712
Total liabilities	309,765	25,885	4,356,473	138,276	-	719	-	-	-	-	4,831,118
Total fund balances, beginning of the year	24,024,083	3,809,257	-	20,989,633	2,647,738	887,802	8,701,219	175,038	450,734	6,678	61,692,182
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	10,791,907	862,892	(4,356,473)	590,164	402,837	1,244,047	(340,565)	312,755	(382,978)	(6,678)	9,117,908
Fund balances	34,815,990	4,672,149	(4,356,473)	21,579,798	3,050,575	2,131,849	8,360,654	487,792	67,756	-	70,810,090
Total liabilities and fund balances	\$ 35,125,755	\$ 4,698,034	\$ -	\$ 21,718,074	\$ 3,050,575	\$ 2,132,568	\$ 8,360,654	\$ 487,792	\$ 67,756	\$ -	\$ 75,641,208



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	3,217.10	9,009,648.07	-15,867.07
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	104,696.43	1,064,408.17	231,418.83
316 - Local Business Taxes	25,000.00	25,000.00	9,356.47	18,859.35	6,140.65
323 - Franchise Fees	2,923,256.00	2,923,256.00	355,853.09	2,709,874.93	213,381.07
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	1,240.00	42,985.00	12,915.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	620,172.43	5,593,669.47	-162,550.47
341 - General Government	425,000.00	425,000.00	25,010.00	372,508.10	52,491.90
343 - Physical Environment	96,300.00	96,300.00	8,500.00	122,950.00	-26,650.00
347 - Culture/Recreation	109,500.00	109,500.00	4,777.06	65,672.29	43,827.71
349 - Other Charges for Services	61,500.00	61,500.00	4,999.18	102,886.03	-41,386.03
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	2,371.92	25,369.41	630.59
354 - Fines Local Ordinance	80,000.00	80,000.00	3,354.40	330,908.82	-250,908.82
361 - Interest & Other Earnings	175,000.00	175,000.00	3,740.47	82,497.43	92,502.57
362 - Rents & Royalties	30,000.00	30,000.00	2,384.44	23,239.41	6,760.59
366 - Contributions	0.00	0.00	0.00	2,031.00	-2,031.00
369 - Other Misc Revenues	30,805.00	30,805.00	80.00	33,302.65	-2,497.65
381 - Transfers In	15,000.00	1,615,000.00	0.00	5,199,539.17	-3,584,539.17
Revenue Total:	19,773,988.00	21,373,988.00	1,149,752.99	24,800,349.30	-3,426,361.30
Expense					
51 - General Government	6,071,616.00	6,071,616.00	274,915.30	4,285,443.49	1,786,172.51
52 - Public Safety	2,636,644.00	2,636,644.00	506,926.07	2,427,620.47	209,023.53
53 - Physical Environment	372,812.00	661,955.00	5,908.52	128,514.56	533,440.44
54 - Transportation	2,912,368.00	2,931,521.00	130,352.71	1,539,511.72	1,392,009.28
55 - Economic Environment	27,550.00	27,550.00	0.00	25,000.00	2,550.00
56 - Human Services	156,826.00	156,826.00	890.00	78,698.00	78,128.00
57 - Culture & Recreation	2,352,295.00	2,450,045.00	161,199.27	1,853,066.82	596,978.18
58 - Other Uses/Transfers Out	5,199,639.00	17,326,651.00	245,571.95	3,610,032.89	13,716,618.11
59 - Other Nonoperating	25,000.00	783,104.00	318.79	60,553.97	722,550.03
Expense Total:	19,754,750.00	33,045,912.00	1,326,082.61	14,008,441.92	19,037,470.08
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-11,671,924.00	-176,329.62	10,791,907.38	-22,463,831.38
Total Surplus (Deficit):	19,238.00	-11,671,924.00	-176,329.62	10,791,907.38	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	27,030.70	363,307.15	124,117.85
102 - Boards & Committees	76,000.00	89,184.00	3,500.00	5,313.56	83,870.44
201 - City Manager	496,609.00	496,609.00	40,548.88	426,802.04	69,806.96
211 - Planning & Zoning	1,869,269.00	1,869,269.00	11,664.67	1,487,332.01	381,936.99
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	457,204.05	1,857,405.35	67,918.65
230 - Neighborhood Services	680,590.00	680,590.00	48,392.10	551,755.91	128,834.09
240 - Information Technologies	191,763.00	191,763.00	7,305.18	152,388.80	39,374.20
250 - Public Works	3,227,180.00	3,522,292.00	136,261.23	1,661,854.82	1,860,437.18
260 - Emergency Preparedness	30,730.00	30,730.00	1,329.92	18,459.21	12,270.79
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	4,561.65	241,732.92	1,238,097.08
301 - City Attorney	776,241.00	776,241.00	42,653.33	400,605.55	375,635.45
401 - Administrative Services	485,052.00	485,052.00	30,674.88	360,013.63	125,038.37
402 - City Hall	185,679.00	185,679.00	14,112.13	154,925.10	30,753.90
410 - Human Resources	23,400.00	23,400.00	3,528.35	20,176.03	3,223.97
430 - Communications	667,696.00	667,696.00	40,298.89	497,828.75	169,867.25
501 - Finance	606,207.00	606,207.00	61,269.58	491,427.65	114,779.35
601 - Parks & Recreation Administration	616,002.00	647,752.00	42,406.09	528,942.26	118,809.74
602 - Recreation Center	393,284.00	393,284.00	27,219.69	308,003.05	85,280.95
603 - Community Park & Ball Fields	170,455.00	170,455.00	10,771.31	136,954.22	33,500.78
604 - Community Pool	352,133.00	352,133.00	22,349.19	307,174.40	44,958.60
605 - Riverside Park	119,485.00	140,485.00	3,492.80	123,898.74	16,586.26
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	504.25	4,248.74	11,191.26
610 - Dog Park	62,450.00	107,450.00	8,089.45	40,603.44	66,846.56
611 - Beach Parks	9,656.00	9,656.00	0.00	843.43	8,812.57
613 - BS Soccer Complex	133,833.00	133,833.00	9,051.66	61,063.35	72,769.65
614 - Kentucky Street Park	4,750.00	4,750.00	1,885.00	1,885.00	2,865.00
615 - Liles Hotel	59,216.00	59,216.00	4,054.41	59,498.25	-282.25
617 - Bonita Nature Place	38,213.00	38,213.00	1,124.54	30,216.29	7,996.71
618 - Windsor Road Preserve	6,644.00	6,644.00	4,024.34	7,050.78	-406.78
620 - Marni Fields	71,642.00	71,642.00	10,432.09	70,088.06	1,553.94
621 - BS River Park	17,842.00	17,842.00	2,970.30	5,432.37	12,409.63
622 - Cullum's Bonita Trail	16,800.00	16,800.00	1,800.00	13,835.00	2,965.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	0.00	110.20	1,014.80
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	0.00	2,581.12	1,668.88
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	3,450.00	2,550.00
883 - Veterans	5,000.00	5,000.00	0.00	341.55	4,658.45
885 - Donate a Bench	0.00	0.00	0.00	860.30	-860.30
Fund: 00 - General Fund Total:	14,555,111.00	15,719,261.00	1,080,510.66	10,398,409.03	5,320,851.97
Total Surplus (Deficit):	-14,555,111.00	-15,719,261.00	-1,080,510.66	-10,398,409.03	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	142,911.07	1,398,877.08	111,415.92
335 - State Shared Revenue	286,478.00	286,478.00	38,712.10	251,397.76	35,080.24
361 - Interest & Other Earnings	40,000.00	40,000.00	510.00	10,039.00	29,961.00
Revenue Total:	1,836,771.00	1,836,771.00	182,133.17	1,660,313.84	176,457.16
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	68,543.54	675,172.94	521,827.06
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	10,337.72	122,248.72	3,884,067.28
Expense Total:	3,024,637.00	5,203,316.00	78,881.26	797,421.66	4,405,894.34
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	103,251.91	862,892.18	-4,229,437.18
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	18,004,438.00	19,476.81	1,982,195.25	16,022,242.75
334 - State Grants	8,079,849.00	18,447,349.00	68,236.29	254,890.48	18,192,458.52
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	16,048.00	344,568.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	8,762,238.00	36,852,403.00	87,713.10	2,253,133.73	34,599,269.27
Expense					
52 - Public Safety	80,000.00	80,000.00	2,720.00	35,996.00	44,004.00
58 - Other Uses/Transfers Out	8,682,238.00	36,772,403.00	15,814.99	6,573,610.22	30,198,792.78
Expense Total:	8,762,238.00	36,852,403.00	18,534.99	6,609,606.22	30,242,796.78
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	69,178.11	-4,356,472.49	4,356,472.49
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	581,832.88	5,343,944.86	-2,883,359.86
361 - Interest & Other Earnings	150,000.00	150,000.00	2,826.00	52,686.07	97,313.93
Revenue Total:	2,610,585.00	2,610,585.00	584,658.88	5,396,630.93	-2,786,045.93
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	14,766.05	4,806,466.60	15,042,724.40
Expense Total:	4,321,418.00	19,849,191.00	14,766.05	4,806,466.60	15,042,724.40
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	569,892.83	590,164.33	-17,828,770.33
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	53,976.00	516,930.00	-257,220.00
361 - Interest & Other Earnings	30,000.00	30,000.00	394.00	7,864.00	22,136.00
Revenue Total:	289,710.00	289,710.00	54,370.00	524,794.00	-235,084.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	0.00	121,956.99	1,865,535.01
Expense Total:	200,000.00	1,987,492.00	0.00	121,956.99	1,865,535.01
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	54,370.00	402,837.01	-2,100,619.01
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	-216.50	1,598,556.27	-90,456.27
361 - Interest & Other Earnings	4,000.00	4,000.00	127.00	2,495.00	1,505.00
Revenue Total:	1,512,100.00	1,512,100.00	-89.50	1,601,051.27	-88,951.27
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	59,175.99	357,004.22	1,155,095.78

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,512,100.00	1,512,100.00	59,175.99	357,004.22	1,155,095.78
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	-59,265.49	1,244,047.05	-1,244,047.05
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	125,857.62	2,089,241.27	110,758.73
329 - Other Permits, Fees & Special Assessment	0.00	0.00	0.00	27,463.50	-27,463.50
361 - Interest & Other Earnings	78,000.00	78,000.00	1,129.00	22,228.00	55,772.00
Revenue Total:	2,278,000.00	2,278,000.00	126,986.62	2,138,932.77	139,067.23
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	30,064.13	2,359,457.81	449,542.19
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	-16,766.01	120,040.29	1,064,659.71
Expense Total:	2,824,000.00	4,003,083.00	13,298.12	2,479,498.10	1,523,584.90
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	113,688.50	-340,565.33	-1,384,517.67
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	255,291.00	255,291.00	0.00	265,916.00	-10,625.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	0.00	1,120,214.00	145,029.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
Revenue Total:	1,522,534.00	1,522,534.00	0.00	1,386,130.00	136,404.00
Expense					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Expense Total:	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	448,884.00	448,884.00	0.00	312,754.62	136,129.38
Total Surplus (Deficit):	-2,906,105.00	-23,579,132.00	851,115.86	-1,284,342.63	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	6.00	168.00	1,832.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,171,066.32	0.68
Revenue Total:	2,173,067.00	2,173,067.00	6.00	2,171,234.32	1,832.68
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,554,195.45	0.55
Expense Total:	2,554,196.00	2,554,196.00	0.00	2,554,195.45	0.55
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	6.00	-382,961.13	1,832.13
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Revenue Total:	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Expense					
51 - General Government	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Expense Total:	1,073,650.00	1,073,650.00	0.00	1,073,375.38	274.62
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	0.00	116,894.43	5.57
Revenue Total:	116,900.00	116,900.00	0.00	116,894.43	5.57
Expense					
51 - General Government	116,900.00	116,900.00	0.00	116,894.43	5.57
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	0.00	6,678.00
Expense Total:	116,900.00	123,578.00	0.00	116,894.43	6,683.57
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	-6,678.00	0.00	0.00	-6,678.00
Total Surplus (Deficit):	-381,129.00	-387,807.00	6.00	-382,961.13	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	17,538,116.00	75,994,686.00	241,724.70	7,648,984.64	68,345,701.36
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,994,686.00	241,724.70	7,648,984.64	68,345,701.36
Expense					
51 - General Government	488,381.00	4,130,951.00	-4,376.96	2,066,399.01	2,064,551.99
53 - Physical Environment	9,325,978.00	42,641,225.00	37,240.83	1,086,236.07	41,554,988.93
54 - Transportation	6,276,757.00	27,169,169.00	40,844.27	3,580,305.84	23,588,863.16
57 - Culture & Recreation	1,447,000.00	2,046,663.00	168,016.56	916,043.72	1,130,619.28
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	6,677.85	0.15
Expense Total:	17,538,116.00	75,994,686.00	241,724.70	7,655,662.49	68,339,023.51
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	-6,677.85	6,677.85
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,202,456.00	28,000.00	224,549.00	977,907.00
Revenue Total:	364,849.00	1,202,456.00	28,000.00	224,549.00	977,907.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	28,000.00	200,009.00	173,285.00
57 - Culture & Recreation	279,849.00	829,162.00	0.00	24,540.00	804,622.00
Expense Total:	364,849.00	1,202,456.00	28,000.00	224,549.00	977,907.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	-6,677.85	

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

1. Call to order:

Mayor Rick Steinmeyer called the meeting to order 5:46 p.m.

2. Invocation:

Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

Council Member Laura Carr led in the Pledge of Allegiance.

4. Roll Call:

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Chris Corrie participating via telephone.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Andres Paz spoke in support of the adult soccer in Bonita Springs, by bringing entertainment to thousands of Hispanics who live and come to play soccer on Saturday nights and on Sundays. His hope is that the City will continue to support Casa Mexico and the other leagues.

8. Zoning and land use items:

- A. Second Reading and Public Hearing of the following Zoning Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 0.78 ACRES +/- FROM THE AGRICULTURAL (AG-2) DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) DISTRICT AT 28101 MEADOWLARK LN, BONITA SPRINGS, FL 34134; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-09-203)

City Attorney Derek Rooney began by placing all witnesses under oath. He next read the title block of the Zoning Ordinance into the record.

Mary Zizzo, Community Development, provided a Powerpoint presentation to provide an overview of the case. The request is to allow two single-family homes and a lot split. Staff has recommended approval as did the Zoning Board (5-0).

Carol Erdman and her husband Dale Smith next showed a short video presentation of their request, to rezone property at 28101 Meadowlark Lane to the RS-1 Zoning District to be able to split the lot for the construction of two single-family homes.

Council Member Laura Carr motioned to adopt the Zoning Ordinance; Council Member Mike Gibson seconded.

Ms. Zizzo stated that Staff is in complete agreement with the Applicant's presentation. There are no conditions since it is a conventional rezone. Staff feels the rezone is appropriate in that area as much of the block is already residential.

No public comments were made.

Mayor Steinmeyer motioned to approve; Council Member Laura Carr seconded; and the motion carried unanimously. **ADOPTED ZONING ORDINANCE NO. 21-02**

- B. Public Hearing of the following Zoning Resolution: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE AT 27940 CROWN LAKE BLVD., BONITA SPRINGS, FL, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-09-204)

Mary Zizzo, Community Development, provided a Powerpoint presentation (copy in Clerk's file) to present the Staff Report, to which Staff has recommended approval of the COP with condition. The Zoning Board also recommended approval, but with amended hours of operation to match those of the restaurant. She next addressed the location of the property, and the surrounding uses, noting that a special exception was required because of the two daycare facilities. At this time no existing hours or end user have been provided. City Attorney Rooney addressed the COP in relation to the hours of operation.

Council Member Carr questioned why Staff is against outdoor music, i.e., someone with a guitar outside. Ms. Zizzo explained that the Applicant proposed they were not going to have outdoor music, so they made it a condition. Council Member Quaremba questioned the provisions for outdoor seating/dining. City Attorney Rooney responded that COP with outdoor dining is allowed by right when it is a Group III restaurant. Council Member Gibson asked if they wanted to be open later than midnight. Ms. Zizzo stated that the Zoning Board recommended it be changed to whatever the restaurant hours are.

Paula McMichael, with Hole Montes, representing the owner, Robert Friedman WF PP Realty LLC, provided a PowerPoint presentation (copy in Clerk's file) to present the Applicant's case. The request is for a COP for an outdoor seating area on the former Perkin's site. The applicant is the owner of the property and is looking for a tenant. They don't have an end user and so not sure of what the hours will be. They have offered the condition that there would be no live entertainment. She next addressed the surrounding area and uses. They are in agreement with Staff's analysis and conditions.

Mayor Steinmeyer motioned to deny because of the nearby schools.

No public comments were made.

The motion failed for the lack of a second.

Council Member Carr motioned to adopt the Zoning Ordinance; Council Member Gibson seconded with the hours being whatever the restaurant hours are.

The motion passed 6 -1 (Mayor Steinmeyer opposed) **ADOPTED ZONING RESOLUTION NO. 21-06**

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

Council Member Forbes motioned approval; Council Member Gibson seconded; and the motion carried unanimously.

- A. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer League for the 2021-2022 soccer season. (Greensheet No. 21-09-202)
 - B. Approve a contract amendment with Tyler Technologies to upgrade the City's Accounting Software. (Greensheet No. 21-09-198)
10. Opportunity for City Council comments on Consent Agenda Items.
11. City Attorney's Items

City Attorney Rooney reported that he was still working on scheduling the Executive Session, he anticipates will occur in October. Secondly, he addressed potential changes to the Rules of Procedure to conform them better to how we operate. He will bring back at a later date for Council's consideration.

12. City Manager's Items

City Manager Hunter informed Council of a meeting she and Assistant City Manager Matt Feeney attended with Carol Greene and Representative Adam Botana to discuss the legislative request. Staff has submitted the necessary paperwork for the House Bill request – for the \$750,000 for the continued buyout program. She also informed Council that City Directors will be coming forward with additional information regarding the American Rescue Plan funds. She anticipates coming back in October with a full report on the allowable uses for those funds. The City has received the first payment in the bank; however, they have not laid out the plans of what will be funded.

13. Mayor and Council Member Reports

6:18:34 Start

Council Member Forbes addressed Lee Health Care's report on the Delta variant. He also addressed the Patriot Day Ceremony, which was very moving. The City video taped the ceremony so it can be placed on the website.

Council Member Purdon commended the Applicant in the rezone case on their creative presentation. He next congratulated Andres Paz who won "Southwest Florida Inc., Citizen of the Year Award" and thanked him for his service to the City!

Council Member Carr thanked Governor Ron DeSantis for supporting not having vaccination passports and not mandating vaccines. She expressed concerns about council members behavior.

Council Member Corrie stated that he was unable to attend today's meeting as he was out of town.

Council Member Quaremba addressed the importance of rezoning agricultural properties to residential when single-family homes are being put in. She next provided an update on the Art in Public Places Board meeting, informing Council that art pieces will show up along Terry Street. They also voted to relocate "The Secret Bench" back to near the Banyan Tree. She also addressed the Fire District on the

9-11 20-year memorial Patriot's Day Ceremony. Lastly, she reported on the Horizon Council meeting she attended.

Mayor Steinmeyer reminded everyone of the monoclonal clinic at the old library on Pine Avenue.

14. Approval of Minutes: 09/01/21

Council Member Quaremba motioned approval; Council Member Gibson seconded; and the motion carried 6-1. (Council Member Carr opposed due to comments being "very watered down")

15. Public Comment: No comments were made.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 6:53 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Mayor

CITY COUNCIL
CITY OF BONITA SPRINGS
BUDGET HEARING
SEPTEMBER 29, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to Order.

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Pastor Russ Winn, with the Springs Outdoor Church, furnished the invocation.

3. Pledge of Allegiance.

At the request of Mayor Steinmeyer, Council Member Jesse Purdon led in the Pledge of Allegiance.

4. Roll Call.

Mayor Steinmeyer and all Council Members were in attendance.

5. Public Comment. None

6. A Resolution of the City of Bonita Springs, Florida; Lee County, Florida, adopting the final levying of ad valorem taxes for the City of Bonita Springs, Lee County, Florida, for Fiscal Year 2021-2022; and providing for an effective date. (Greensheet No. 21-09-206)

Council Member Mike Gibson motioned to go to the roll back rate; Council Member Jesse Purdon seconded.

City Attorney Derek Rooney read the resolution into the record.

Council Member Gibson stated that the County is also going to the roll back rate. Council Member Jesse Purdon also supports going to the roll back rate. He is in favor of following suit with Lee County. Council Member Fred Forbes would like the millage to remain, as he would like to see longer events in the park, etc. Council Member Laura Carr supports keeping the millage the same, as the Fire District lowered their millage rate. Funds may be needed for infrastructure, water, hydraulics. She supports keeping the millage rate as is. Council Member Chris Corrie agreed with Council Member Carr, noting that because of the break down in the supply chains that good are going to cost more until the supply chains are put back together. There are also a number of important projects in the CIP. He doesn't want to decrease the rate. Council Member Quaremba feels this is not a big issue no matter which way it is done, as she tends to agree with comments made by Council Member Corrie. Lowering the rate to the rolled back rate is an optics thing, as taxes would be reduced by \$5 in many cases. She further addressed, noting that she would prefer not to go to the rolled back rate, as it would not really help the residents. Mayor Steinmeyer supports going

to the rolled back rate. The rate hasn't been lowered in 9 years. He feels its time to show people that we care about them, and let them have some lunch money or put gas in the car.

The motion failed 3-4 (Council Members Quaremba, Carr, Corrie and Forbes opposed)

Council Member Corrie motioned to approve the millage rate of .8173; Council Member Carr seconded.

City Attorney Rooney read the Resolution into the record.

The motion passed 4-3 (Mayor Steinmeyer and Council Members Purdon and Gibson opposed)
ADOPTED RESOLUTION NO. 21-80

7. A Resolution of the City of Bonita Springs, Lee County, Florida, adopting the final budget for Fiscal Year 2021-2022 and providing an effective date. (Greensheet No. 21-09-207)
 - Renewal of City Manager Contract (Greensheet No. 21-09-205)

Mayor Steinmeyer proposed to include the City Manager's contract in with the budget and have one vote.

Mayor Steinmeyer motioned to approve; Council Member Carr seconded.

Mayor Steinmeyer and Council Members commended the City Manager Hunter on the remarkable job she has been doing. She is an incredible asset to the City.

The motion carried unanimously.

5:49 p.m.

City Attorney Rooney stated to get the record clear, Council voted to approve the City Manager's budget and add it to the budget. At this time to make the record clear, and the budget does incorporate the contract, he would like to have a motion on just the adopting the Resolution – A Resolution of Florida, adopting the final budget for Fiscal Year 2021-2022, providing for an effective date, for a total fund of \$45,893,178., plus the City Manager's addition.

Council Member Forbes motioned to approve; Council Member Corrie seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 21-81**

8. Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1. (Greensheet No. 21-09-208)

5:51 pm

Assistant City Manager Matt Feeney furnished a brief overview.

Council Member Corrie motioned approval; Council Member Quaremba seconded; and the motion carried unanimously.

9. Public Comment. None

10. Adjournment.

There being no further items to discuss, the meeting adjourned at 5:52 p.m.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Mayor