



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

CITY COUNCIL MEETING AGENDA

August 16, 2023
9:00 a.m.

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

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 3:00 p.m. on August 15, 2023.**

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Proclamations and Presentations:
 - A. Appearance by the new President of Florida Gulf Coast University, Dr. Aysegul Timur. (Green Sheet No. 23-08-179)

- B. Presentation and approval of Streamline Technology proposal to calibrate Imperial River Flood Forecast Tool. (Green Sheet No. 23-08-169)

9. Consent Agenda:

- A. Approval of the August 2, 2023, Draft City Council Meeting Minutes
 - B. Confirm and ratify Resolutions Extending Local State of Emergency (Green Sheet No. 23-08-170)
 - C. Approve a Resolution to engage ten (10) firms for the City's Miscellaneous Water Quality Design and Engineering Services (CN 23-14) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-08-166)
 - D. Approve a Resolution to accept the Selection Committee's recommendation to engage ten (10) firms for the City's Miscellaneous Traffic Engineering Services (CN 23-16) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-08-167)
 - E. Approve Resolution awarding the Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments RFB 23-09 to the lowest responsive, responsible bidder, Mettauer Environmental, in the annual bid amount of \$76,089.80, upon approval of all documentation. (Green Sheet No. 23-08-168)
 - F. Approve amendment #2 with the Florida Department of Environmental Protection (FDEP) for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project (Green Sheet No. 23-08-171)
 - G. Approve purchase agreement amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from August 25, 2023 to December 29, 2023 (Green Sheet No. 23-08-172)
 - H. Approve Resolution accepting the Selection Committee's recommendation to engage nine firms for the City's Miscellaneous Planning Services (CN 23-11). (Green Sheet No. 23-08-174)
 - I. Authorize staff, in coordination with Bonita Springs Utilities, to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Water Quality Improvement Grant Program (Green Sheet No. 23-08-180)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

- A. Update regarding the Lee County Recovery Task Force. (Green Sheet No. 23-08-173)
- B. Consider a request from the Historical Society to send a cutting of our Banyan tree to the town of Lahaina in Maui, Hawaii. (Green Sheet No. 23-08-177)
- C. Consider two applications for appointment to the Technology Advisory Board. (Green Sheet No. 23-08-175)

11. City Attorney's Items:

- A. FIRST READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED \$2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.. (Green Sheet No. 23-08-178)
- B. FIRST READING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7- ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII. - DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9- DEFINITIONS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 23-08-176)

12. City Manager's Items:

- A. Update regarding Hurricane Ian recovery
- B. Update regarding fiscal year 2023-2024 draft budget

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

REQUESTED MOTION: Appearance by the new President of Florida Gulf Coast University, Dr. Aysegul Timur.

REQUESTOR: Mayor Rick Steinmyer

AGENDA: Presentations

STRATEGIC PRIORITY:

BACKGROUND:

On July 1, 2023, Aysegul Timur, Ph.D., became the fifth president of Florida Gulf Coast University (FGCU) as confirmed by the Florida Board of Governors earlier this year. Dr. Timur is in her 24th year in higher education and has been at FGCU since 2019. During her confirmation hearing, Timur referred to FGCU as the “leading economic engine of Southwest Florida” and said her goal is for FGCU to become the strongest regional link in the Florida system.

Dr. Timur wishes to attend our Council meeting to introduce herself to the Council during her tour of Bonita Springs. She will also be meeting with Bonita Springs Utilities, Habitat for Humanity, Café of Life, Bonita Springs Elementary School, the Wonder Gardens, the Center of the Arts, and Bonita Springs school principals.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	

REQUESTED MOTION: Presentation and approval of Streamline Technology proposal to calibrate Imperial River Flood Forecast Tool.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #1 Improve Stormwater Management

BACKGROUND:

Pete Singhofen of Streamline Technology developed an automated flood forecasting system for the Imperial River in Bonita Springs. The model was a draft and requires additional calibration, however it demonstrated the ability to provide a flood elevation predication of the Imperial River approximately 3 days prior to a substantial storm's landfall. This tool will assist the City and its residents in storm preparation and Emergency Management. The proposal is for calibration updates and operation of the system. Funding for this proposal is available in the current budget.

STAFF RECOMMENDATION: Accept the proposal from Streamline Technology in the amount of \$90,000 for the update calibration of the Imperial River Flood Forecast Tool.

ATTACHMENTS:

1. Proposal

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



July 5, 2023

Mr. Matt Feeney, Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34134

Re: Real-Time Flood Forecasting and Early Warning System for the City of Bonita Springs

Dear Mr. Feeney:

Pursuant to your request, I am pleased to submit this proposal for your consideration. As you know, Streamline Technologies, Inc. (SLT) developed a real-time flood forecasting and early warning system for Southern Lee County (SLC RTFF) that includes the Imperial River and Spring Creek (see Figure 1). The RTFF is powered by SLT's hydrology and hydraulics model ICPR and automatically retrieves near real-time and forecasted rainfall and evapotranspiration data produced by the National Water Model (NWM) on a 1-km² grid. Two (2) simulations are performed by the RTFF each day. A near real-time simulation is updated every hour based on the NWM forcing data. The real-time simulation is used to track current water surface elevations and current soil moisture conditions. The second simulation is a 7-day forecast that predicts approximately one week into the future in 1-hour increments. This forecast derives its initial conditions from the real-time simulation. Results from both simulations are uploaded to a dashboard system that can be accessed through a web browser from any device (e.g., smart phone, tablet, laptop, desktop) that has internet access.

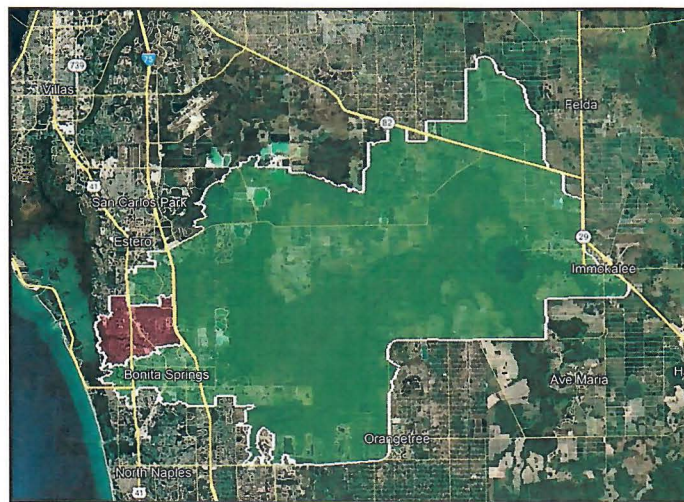


Figure 1. The Southern Lee County RTFF Model Domain.

The following tasks are included in this proposal:

1. **Model Refinements:** The current SLC RTFF model will be modified in some areas to minimize computational run times without compromising accuracy within the city limits.
2. **Flood Risk Points:** A flood risk point (FRP) is a specific location within the model domain (e.g., roadway intersections, low points on roadways, buildings, critical infrastructure). Flood warning and alert elevations are specified for each FRP. If water surface elevations exceed either the warning elevation or the alert elevation, orange and red points are displayed in the dashboard system, respectively (see Figure 2). FRPs appear green when the water surface elevation is below the warning elevation. Also, if either the flood warning or flood alert elevations are exceeded, a text message will be issued automatically to all phone numbers included in a watch list provided by the City of Bonita Springs. FRPs will be incorporated into the model domain along roadways and at buildings as a minimum.

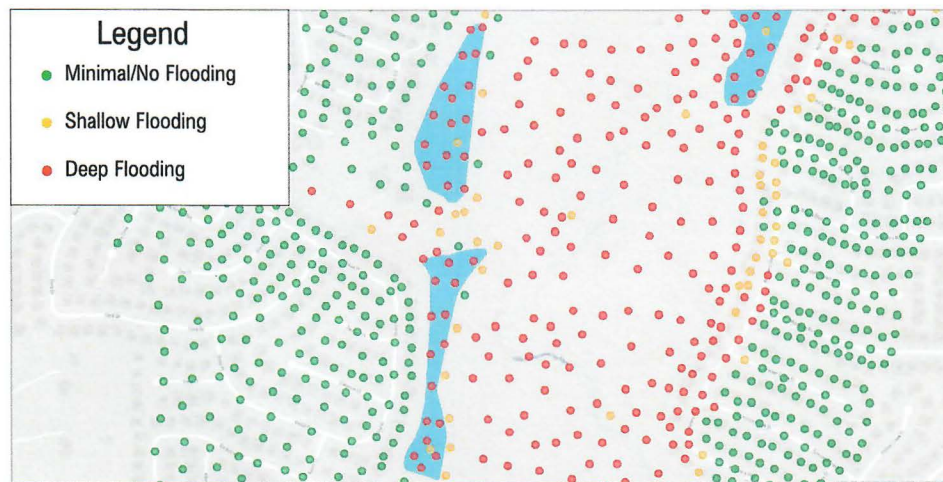


Figure 2. Example of “flood warning” and “flood alert” flags displayed on the RTFF dashboard system.

3. **Incorporate Real-Time USGS Stream Gauge Data:** To improve the accuracy of the model, live water surface elevations at the Imperial River (immediately east of I-75) and Spring Creek (north side of Old 41) USGS gauges will be incorporated into the model as forced internal boundary conditions for the real-time simulation.
4. **Model Tests:** The SLC RTFF system will be tested for Hurricane Ian.
5. **Deployment and Maintenance:** The SLC RTFF system will be deployed on an SLT server for a period of one year. This task includes all license fees associated with the RTFF system, computational costs, and restarting the system due to routine computer maintenance and downtime. Implementation of “what if” scenarios will be performed from time-to-time when imminent storms are approaching. The City will be notified of these simulations when they occur. Results will appear in the dashboard system.

Mr. Matt Feeney
July 5, 2023
3 of 3

6. **Dashboard Training:** SLT will provide basic virtual training to City staff on the dashboard system. Access to the dashboard will be password protected and results (warnings and alerts) will be limited to areas within the Bonita Springs city limits.
7. **City Council Presentation:** An in-person presentation will be given to the Bonita Springs City Council at City Hall on a mutually agreeable date and time.

Fees

A schedule of fees, by task, is provided in Table 1. The total lump sum fee is \$90,000 and will be invoiced in three monthly installments of \$30,000 beginning the first month following the notice to proceed.

Task	Description	Fee
1	Model Refinements	\$15,000
2	Flood Risk Points	\$30,000
3	Live USGS Gauge Data	\$5,000
4	Model Tests	\$7,000
5	Deployment & Maintenance	\$20,000
6	Dashboard Training	\$3,500
7	City Council Presentation	\$9,500
Total		\$90,000

Schedule

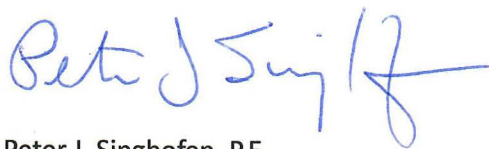
Tasks 1 through 5 will be completed within 12 weeks of notice to proceed. Tasks 6 and 7 will be scheduled on mutually agreeable dates and times.

Limitations

Real-time flood forecasting is an inexact science. The Streamline RTFF system relies on real-time and forecasted rainfall and other meteorological products produced by the National Water Center and the National Water Model and its accuracy is dependent on the accuracy of these real-time and forecast products. This proposal does not include coupling to a coastal forecast model.

Thank you for allowing Streamline to submit this proposal for a real-time flood forecasting and early warning system for the City of Bonita Springs. Please let me know if you would like to discuss this further or if you have any questions.

Sincerely,
STREAMLINE TECHNOLOGIES, INC.



Peter J. Singhofen, P.E.
Vice President



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

City of Bonita Springs City Council Meeting Minutes

August 2, 2023
5:30 p.m.

DRAFT

1. Call to Order

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

2. Invocation

Rev. Bill Gilmore of the First Presbyterian Church provided the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

*Present: 7 Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon,
Council Member Carr, Council Member Corrie, Council Member Fullick,
Deputy Mayor Forbes*

Absent: 0

5. Approval of Agenda

No objections or changes.

6. Mayor's Welcome

Mayor Steinmeyer welcomed and thanked everyone in attendance.

7. Public Comment on Agenda Items

Kyle Moran - Expressed support for agenda item 10a, Wayfinding Signage and Gateway Master Plan, and for continued focus on downtown revitalization.

Jim Magnus - Expressed support for agenda item 10a, Wayfinding Signage and Gateway Master Plan, and thanked Council for recommending him for the Recovery Task Force, Economic Recovery Branch.

8. Lee County CDBG-DR Item and Public Participation

A. Presentation and public comment regarding Lee County's Draft Action Plan for Community Development Block Grant – Disaster Recovery (CDBG-DR) funding (Green Sheet No. 23-08-162)

Assistant County Manager Glen Salyer, along with Jeannie Sutton, Deputy Director of Strategic Resources and Government Affairs, presented an overview of the draft Action Plan (on file in the City Clerk's office). Mr. Salyer stated that the public comment period will last until Aug. 31, after which the Board of County Commissioners will consider adoption of the Action Plan on September 19. Following adoption by the Board of County Commissioners, the Action Plan will be submitted to HUD for review and approval.

Mayor Steinmeyer called for public comments. The following speakers came forth:

Ann Grandell – Stated that there is a lack of clarity on how members of the public can propose projects and utilize the portal. (Mr. Salyer responded that there is no application intake process yet. HUD must first approve the draft Action Plan).

Brandon Miller – Asked whether project funding will be allocated directly to contractors or through the municipality. (Mr. Salyer responded that it depends if it is a municipality sponsored project or a private applicant project.)

9. Zoning and Land Use Items:

A. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE FOR A VARIANCE FROM LDC SECTION 4-2399(C)(2), WHICH REQUIRES A SETBACK OF 5 FEET, TO ALLOW A SETBACK OF 3.1 FEET ALONG THE NORTHERN SIDE PROPERTY LINE FOR A CANTILIEVERED STRUCTURE ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-08-155)

The Clerk read the Ordinance title into the record. City Attorney Rooney administered the oath to those intending to give testimony. Mary Zizzo, Planner with Community Development, provided the staff presentation. Director John Dulmer and Building Inspector Ayita Lonergan were present to respond to questions. Amy Thibaut, attorney with Pavese Law Firm, presented for the applicant. Property owners James & Jennifer Foley were present to respond to questions.

Council Member Corrie motioned to approve; seconded by Council Member Purdon. Mayor Steinmeyer called for public comment and, seeing none, asked the Clerk to record the vote by roll call. The motion carried by a vote of 6-1, with Mayor Steinmeyer opposed.

Ordinance 2023 – 09 adopted.

10. Proclamations and Presentations:

A. Presentation from Stantec on the City's final Wayfinding Signage and Gateway Feature Master Plan (Green Sheet No. 23-08-158)

Kevin Mangan from Stantec provided the presentation, which included illustrations of the signage proposals (on file in the Clerk's office). There were no objections from council members to the proposals. Mr. Mangan will finalize and deliver the final Master Plan to staff.

7:07 p.m. – Mayor Steinmeyer recessed the meeting for a 20-minute break.

7:27 p.m. – Mayor Steinmeyer reconvened the meeting.

11. Consent Agenda:

- A. Approval of the July 19, 2023, Draft City Council Meeting Minutes**
- B. Approval of the July 19, 2023 Draft City Council Budget Workshop Minutes**
- C. Confirm and ratify Resolutions Extending Local State of Emergency (Green Sheet No. 23-08-157)**

Mayor Steinmeyer motioned to approve the Consent Agenda; Council Member Corrie seconded. The motion carried unanimously.

12. Mayor and Council Member Items:

- A. Consider one application for appointment to the Local Planning Agency (Green Sheet No. 23-08-165)**

Council Member Carr motioned to approve the appointment of Raymond Townsend to the Local Planning Agency Board; Council Member Bogacz seconded. Mr. Townsend thanked Council Members for the opportunity and consideration. The motion carried unanimously.

13. Public Hearing:

- A. Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING CHAPTER 24 - FLOOD HAZARD REDUCTION - TO CLARIFY THE DEFINITION OF MARKET VALUE AS APPLIED TO EXISTING BUILDING IN SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 23-08-160)**

The Clerk read the Ordinance title into the record. Ayita Lonergan, Floodplain Manager with Community Development, responded to questions. Council Member Purdon motioned for approval; Council Member Carr seconded. Mayor Steinmeyer called for public comment and, seeing none, asked the Clerk to record the vote by roll call. The motion carried unanimously. Ordinance 2023 – 10 adopted.

14. City Attorney's Items:

A. Approve an amendment to the Bonus Density Agreement with Madison Bonita Springs providing a six-month extension. (Green Sheet No. 23-08-161)

City Attorney Rooney provided a summary of the requested amendment and extension. Council Member Purdon motioned to approve; Council Member Carr seconded. The motion carried unanimously.

15. City Manager's Items:

A. Presentation of the June Financial Report and discussion of fiscal year 2023-2024 budget update. (Green Sheet No. 23-08-164)

Finance Director Lisa Griggs-Roberson presented the June Financial Report and 2023-2024 budget update (on file in the Clerk's office).

B. Adopt proposed millage rate for fiscal year 2023-2024 (Green Sheet No. 23-08-156)

Council Member Corrie stated that he is uncomfortable with the projection for the City's unassigned fund balance surplus, which has significantly lowered. Council Member Corrie asked Finance Director Lisa Griggs-Roberson how much estimated additional revenue would be achieved if the millage was increased. Director Griggs-Roberson replied that increase would be roughly \$260,000 if the millage were set at the former rate of 0.8173 mills.

Council Member Purdon stated that the large surplus last year included unanticipated grant dollars, so the issue isn't as significant as it appears in this snapshot. He stated that he thinks it is wrong to increase property taxes while many residents are still recovering from the hurricane.

Deputy Mayor Forbes stated the decrease in the surplus will not be an issue, unless the city experiences another hurricane or other disaster.

Council Member Carr stated that returning the millage to the former rate of 0.8173 mills is a minuscule increase that will keep reserves at an adequate level.

Council Member Bogacz stated that there is still uncertainty about Property Appraiser value assessments.

Council Member Fullick stated that he is also uncomfortable with the lower projected surplus, and because the unemployment rate is currently low, this is the time to consider a millage increase.

*Mayor Steinmeyer motioned to keep the milage rate at 0.8000 mills for Fiscal Year 2023-2024; Council Member Purdon seconded. **The motion failed by a vote of 3-4**, recorded by roll-call as follows:*

Fullick	Forbes	Bogacz	Purdon	Carr	Steinmeyer	Corrie
No	Aye	No	Aye	No	Aye	No

*Council Member Carr motioned to set the milage rate for Fiscal Year 2023-2024 back to the former rate of 0.8173 mills; Council Member Bogacz seconded. **The motion carried by a vote of 5-2**, recorded by roll-call as follows:*

Forbes	Bogacz	Purdon	Carr	Steinmeyer	Corrie	Fullick
Aye	Aye	No	Aye	No	Aye	Aye

C. Approve a Resolution to establish the fiscal year 2023-2024 annual Stormwater Assessment Fee (Green Sheet No. 23-08-163)

Council Member Carr motioned to keep the annual Stormwater Assessment Fee the same; Council Member Corrie seconded. The motion carried 6-1, with Council Member Purdon opposed.

D. Appoint a City Council Member as the voting delegate for the City of Bonita Springs, for the Florida League of Cities 97th Annual Conference scheduled for August 10-12, 2023 at the Hilton Orlando Bonnet Creek in Orlando, Florida. (Green Sheet No. 23-08-159)

Council Member Purdon stated that he will be at the conference, along with Deputy Mayor Forbes. He motioned to nominate Deputy Mayor Forbes to serve as the voting delegate; Council Member Carr seconded. The motion carried unanimously.

Clerk's note: Shortly after the vote, it was learned that the session where votes will be cast will be held at a time when Deputy Mayor Forbes will not be present. Therefore, a second vote occurred, as follows:

Council Member Carr nominated Council Member Purdon to serve as the voting delegate; Council Member Fullick seconded. The motion carried unanimously.

E. Update regarding Hurricane Ian recovery

City Manager Hunter informed Council that she, Tony Backhurst, and Carly Sanseverino participated in F-ROC program opt-in training, which is a new initiative sponsored by the Florida Division of Emergency Management that streamlines and expedites the process for disaster recovery funding.

16. Mayor and Council Member Reports

Deputy Mayor Forbes - Provided an update on the latest tweaks that he made to the project proposals that were previously approved by council for submission to the Recovery Task Force.

Council Member Fullick - Distributed a map showing an abandoned city road that was never completed. He would like a budget workshop place holder to discuss a vision for the use of the property.

17. Public Comment

None

18. Adjournment

There being no further business, the meeting adjourned at 8:27 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-58 issued on July 31, 2023
2. Resolution No. 23-61 issued on August 7, 2023

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-58

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

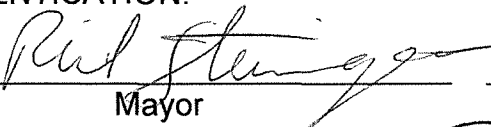
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 31st day of July, 2023.

AUTHENTICATION:

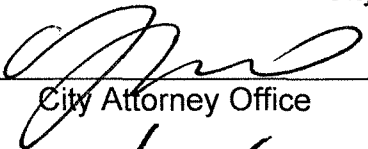


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk:

7/31/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-61

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

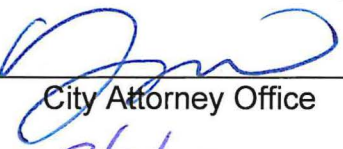
Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 7th day of August, 2023.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 8/8/23

REQUESTED MOTION: Approve a Resolution to engage ten (10) firms for the City's Miscellaneous Water Quality Design and Engineering Services (CN 23-14) and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Improve Stormwater Management, #4 Environmental Protection

BACKGROUND:

On July 10, 2023, the City received ten (10) sealed Letters of Interest for Miscellaneous Water Quality Design and Engineering Services CN 23-14.

On July 28, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended ten (10) firms to provide professional services to the City. Listed in no particular order, these firms are:

Kisinger Campo & Associates	JR Evans Engineering
Wetland Solutions	Johnson Engineering
EarthTech Environmental	Agnoli, Barber & Brundage
Hole Montes	Geosyntec
Rummel, Klepper & Kahl	Q. Grady Minor

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Water Quality Design and Engineering Services to the ten (10) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 10 FIRMS FOR THE CITY'S MISCELLANEOUS WATER QUALITY DESIGN & ENGINEERING SERVICES CN 23-14 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE TEN (10) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Water Quality Design and Engineering Services and received ten (10) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and recommended the following firms:

- Kisinger Campo & Associates
- Q. Grady Minor
- JR Evans Engineering
- Wetland Solutions
- Johnson Engineering
- EarthTech Environmental
- Agnoli, Barber & Brundage
- Rummel, Klepper & Kahl
- Hole Montes
- Geosyntec

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

Section 1. To approve the Selection Committee's recommendation to engage the ten (10) firms enumerated above for the City's Miscellaneous Water Quality Design & Engineering Services CN 23-14.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16 day of August, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

REQUESTED MOTION: Approve a Resolution to accept the Selection Committee's recommendation to engage ten (10) firms for the City's Miscellaneous Traffic Engineering Services (CN 23-16), and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On July 10, 2023, the City received ten (10) sealed Letters of Interest for Miscellaneous Traffic Engineering Services CN 23-16.

On July 28, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended ten (10) firms to provide professional services to the City. Listed in no particular order, these firms are:

The Corradino Group	American Structurepoint
Metric Engineering	Johnson Engineering
McMahon	ADEAS-Q
Florida Transportation Engineering	Trebilcock Consulting
Rummel, Klepper & Kahl	Q. Grady Minor

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Traffic Engineering Services to the ten (10) above-referenced firms.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 10 FIRMS FOR THE CITY'S MISCELLANEOUS TRAFFIC ENGINEERING SERVICES CN 23-16 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE TEN (10) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Traffic Engineering Services and received ten (10) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- The Corradino Group
- Rummel, Klepper & Kahl
- Johnson Engineering
- Q. Grady Minor
- Metric Engineering
- American Structurepoint
- McMahon
- ADEAS-Q
- Florida Transportation Engineering
- Trebilcock Consulting

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

Section 1. To approve the Selection Committee's recommendation to engage the ten (10) firms enumerated above for the City's Miscellaneous Traffic Engineering Services CN 23-16.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16 day of August, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

REQUESTED MOTION: Approve Resolution awarding the Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments RFB 23-09 to the lowest responsive, responsible bidder, Mettauier Environmental, in the annual bid amount of \$76,089.80, upon approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Improve Storm Water Management, #4 Environmental Protection

BACKGROUND:

On June 25, 2023, City staff advertised for sealed bids for RFB 23-09 - Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments.

July 27, 2023 – City received five (5) sealed bids as follows:

- | | |
|-----------------------------------|-------------|
| • Cross Creek Environmental | \$180,000 |
| • Mettauier Environmental | \$76,089.80 |
| • Aquagenix | \$159,496 |
| • P & T Lawn and Tractor Services | \$111,080 |
| • Earth Balance | \$158,000 |

STAFF RECOMMENDATION: Accept lowest responsive, responsible bid from Mettauier Environmental in the amount of \$76,089.80 for the Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA
APPROVING A RECOMMENDATION OF AWARD TO
METTAUER ENVIRONMENTAL FOR THE VEGETATION
MANAGEMENT & DEBRIS REMOVAL IN LEITNER &
ROSEMARY CANAL SEGMENTS AND AUTHORIZE THE
MAYOR TO EXECUTE THE AGREEMENT WITH THE
AWARDED FIRM.

WHEREAS, on July 27, 2023, the City received five (5) submittals in response to the
City's Request for Bids for the Vegetation Management and Debris Removal in Leitner and
Rosemary Canal Segments (RFB 23-09); and

WHEREAS, on July 28, 2023, Public Works reviewed the bids submitted and
recommended award to the lowest responsive, responsible bidder, Mettauier Environmental.

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to enter into an agreement with Mettauier
Environmental for the Vegetation Management and Debris Removal in Leitner and Rosemary
Canal Segments as the lowest responsive, responsible bidder. A summary of the responding
firms, in no particular order, is attached hereto as Exhibit "A."

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee
County, Florida, this 16 day of August, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

EXHIBIT A

<u>Bidder</u>	<u>Total Bid Amount</u>
<u>Cross Creek Environmental</u>	<u>\$180,000</u>
<u>Mettauer Environmental</u>	<u>\$76,089.80</u>
<u>Aquagenix</u>	<u>\$159,496</u>
<u>P & T</u>	<u>\$111,080</u>
<u>Earth Balance</u>	<u>\$158,000</u>

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

BID OPENING – TABULATION SHEET

BID NO.: RFB-23-09

BID TITLE: Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments

OPENING DATE: July 27, 2023

TIME: 2:00 P.M.

OPENED BY: Mike Sheffield

<u>Bidder</u>	<u>Total Bid Amount</u>
<u>Cross Creek Environmental</u>	<u>\$180,000</u>
<u>Mettauer Environmental</u>	<u>\$76,089.80</u>
<u>Aquagenix</u>	<u>\$159,496</u>
<u>P & T</u>	<u>\$111,080</u>
<u>Earth Balance</u>	<u>\$158,000</u>

REQUESTED MOTION: Approve amendment #2 with the Florida Department of Environmental Protection (FDEP) for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Management, 2) Transportation, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics and 8) Economic Development

BACKGROUND:

During the FY2019-2020 legislative session, the legislators awarded funds to develop infrastructure plans for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Area. On January 6, 2021, City Council approved the original contract (BSC 21-01-003) with FDEP for \$750,000.

Amendment #1, approved on June 15, 2022, added a project management task and reallocates the budget to include \$75,000 for project management.

Amendment #2 extends the project timeline to June 30, 2024.

STAFF RECOMMENDATION: Approve amendment #2 for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project.

ATTACHMENTS:

1. FDEP Amendment #2

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0092
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. LPA0092 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Drainage Improvement Project (Project), effective January 8, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to issues acquiring properties for stormwater ponds that are needed to complete the final design of the project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3, Project Timeline and Budget Detail, is hereby deleted and replaced with the following:

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$675,000	07/01/2020	06/30/2024
2	Project Management	Contractual Services	\$74,048	07/01/2020	06/30/2024
		Miscellaneous/ Other Expenses	\$952		
Total:			\$750,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BONITA SPRINGS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Rick Steinmeyer, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Nathan Jagoda, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

REQUESTED MOTION: Approve purchase agreement amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from August 25, 2023 to December 29, 2023

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Management

BACKGROUND:

The purchase agreement with the property owner was approved by City Council on April 5, 2023.

The property owner is having difficulty finding suitable housing and is requesting additional time to continue to look for replacement housing.

Amendment #1 extended the closing date from June 28, 2023 to August 25, 2023 and was approved by City Council during the June 21, 2023 meeting. All other terms and conditions remain in effect.

Amendment #2 extends the closing date from August 25, 2023 to December 29, 2023. All other terms and conditions remain in effect.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership, the information will be made public.

STAFF RECOMMENDATION: Approve amendment #2 time extension request.

ATTACHMENTS:

1. Contract #2023-002 Amendment #2
2. Senate Bill 966

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AMENDMENT TWO

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made on _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[REDACTED] (Unrecorded) according to the plat thereof and recorded in Official Records Book [REDACTED], Page [REDACTED] of the Public Records of Lee County, Florida, (See Exhibit A for full metes and bounds description) and more commonly identified as:
[REDACTED]
Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 1 of Amendment #1), this amendment shall extend the August 25, 2023 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **December 29, 2023**.
2. All other terms and conditions of the Agreement remain the same.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

3. The Purchase Agreement was fully executed on April 5, 2023 [REDACTED] along with Amendment #1 [REDACTED] extending the closing date and marked as Attachment 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the ____ day of _____, 2023.

SELLER/ [REDACTED]

[REDACTED]

Signature

08/07/2023 03:56 PM

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Exhibit A

Legal Description

The East ½ of the following:

[REDACTED]

Section 36, Township 47 South, Range 25 East, Lee County, Florida.

Also known as [REDACTED] (Unrecorded), according to the Plat thereof and recorded in Official Records Book [REDACTED], Page [REDACTED] of the Public Records of Lee County, Florida.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

ATTACHMENT 1

Purchase Agreement - Contract #2023-002

Amendment 1 Time Extension – Contract #2023-002





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

03/14/2023 04:57 PM

THIS AGREEMENT is made this 5 day of April, 2023, by and between the City of Bonita Springs, FL, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

- 1. PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

- 2. OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

[REDACTED] (Unrecorded), according to the plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida (See Exhibit A for full metes and bounds description)

More commonly identified as:

[REDACTED]
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

3. CONSIDERATION. The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.

- a. The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
- c. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. The SELLER willingly executed a Housing Replacement Assistance Waiver on December 8, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property within one hundred eight (108) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 108 days from the signing of the contract or by the settlement date (June 28, 2023).
10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
13. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Wednesday, June 28, 2023** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
16. The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller: [REDACTED]

Signature

03/14/2023 04:58 PM

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk



[Signature]
Rick Steinmeyer, Mayor

Date: 4/5/23

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

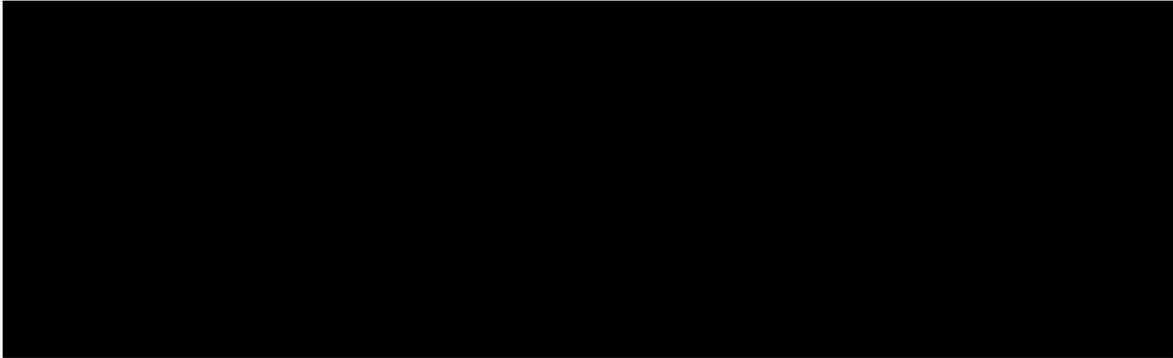




**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT A
Legal Description**

The East ½ of the following:



Also known as [REDACTED] (Unrecorded), according to the Plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT B
Housing Replacement Assistance Waiver**

Property Owners Name: _____

Address: _____

City: BONITA SPRINGS FL 34135

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: _____ DATE: 1/2/23

SIGNATURE: _____





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER/

Signature

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
7. **Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made on June 21, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[REDACTED] (Unrecorded) according to the plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida, (See Exhibit A for full metes and bounds description) and more commonly identified as:
[REDACTED]
Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 14 of original agreement), this amendment shall extend the June 28, 2023 offer date to **11:59 o'clock PM (Eastern Standard Time) on or before August 25, 2023.**
2. All other terms and conditions of the Agreement remain the same.





CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

3. The Purchase Agreement was fully executed on April 5, 2023 [REDACTED] marked as Attachment 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the 21 day of June, 2023.

SELLER/ [REDACTED]

Signature

06/02/2023 9:09 AM

EDT

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: Michael J. Sheffield
Clerk

Rick Steinmeyer
Rick Steinmeyer, Mayor

(Seal)

Date: 6/21/23

APPROVED AS TO FORM:

[Signature]
City Attorney's Office



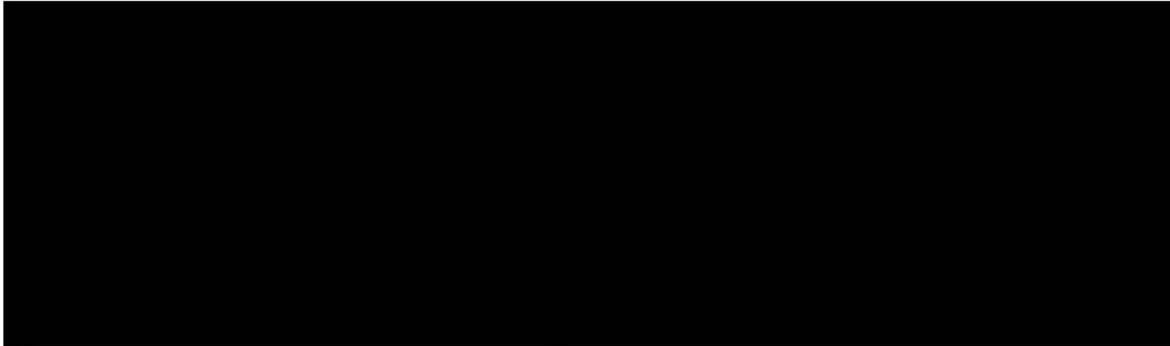


**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Exhibit A

Legal Description

The East ½ of the following:



Also known as [REDACTED] (Unrecorded), according to the Plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida.



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1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided ~~to the Department of~~
27 ~~Economic Opportunity, the Florida Housing Finance Corporation, a~~
28 ~~county, a municipality, or a local housing finance agency~~ by an
29 applicant for or a participant in a federal, state, or local

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housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

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an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

REQUESTED MOTION: Approve Resolution accepting the Selection Committee's recommendation to engage nine firms for the City's Miscellaneous Planning Services (CN 23-11).

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

On June 19, 2023, the City received nine (9) sealed Letters of Interest for Miscellaneous Planning Services CN 23-11.

On August 4, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended nine (9) firms to provide professional services to the City. Listed in no particular order, these firms are:

The Corradino Group	GMA Architects & Planners
Agnoli, Barber & Brundage	Johnson Engineering
McMahon	DPZ CoDesign
Stantec Consulting Services	Q. Grady Minor
Hole Montes	

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Planning Services to the nine (9) above-referenced firms.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Carly Sanseverino

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA
APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO
ENGAGE NINE FIRMS FOR THE CITY'S MISCELLANEOUS PLANNING
SERVICES CN 23-11 AND AUTHORIZE STAFF TO ENTER INTO
NEGOTIATIONS WITH THE NINE FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Planning Services and received nine
(9) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- Q. Grady Minor
- GMA Architects & Planners
- Agnoli, Barber & Brundage
- DPZ CoDesign
- Stantec Consulting Services
- The Corradino Group
- Johnson Engineering
- Hole Montes
- McMahon

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

Section 1. To approve the Selection Committee's recommendation to engage the nine
(9) firms enumerated above for the City's Miscellaneous Planning Services CN 23-11.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee
County, Florida, this ____ day of August, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

REQUESTED MOTION: Authorize staff, in coordination with Bonita Springs Utilities, to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Water Quality Improvement Grant Program

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management

BACKGROUND:

On February 20, 2023, the City and Bonita Springs Utilities (BSU), through a Joint Partnership Agreement, was awarded two (2) grants for septic to sewer connections in two neighborhoods. Funding for the conversions was from Florida Department of Environmental Protection (FDEP) Water Protection Grant. The City and BSU received \$2,050,000 for the first neighborhood and \$950,000 for the other. The grant was a 50:50 match with the City and BSU splitting the match.

BSU recently solicited bids for contractors for both neighborhoods, which resulted in all bids being higher than the engineer's estimate.

City staff has been in communication with FDEP to inquire about additional funds available to allocate to the conversion projects. FDEP staff indicated that the department currently has an open grant cycle through the Water Quality Improvement Grant Program. This grant might be a possibility to garner additional funding for the project. The application cycle closes on August 31, 2023. If awarded, the funds could be expected in early 2024 and would be added to the existing 2 grants.

STAFF RECOMMENDATION: Authorize staff to submit a grant application to the Water Quality Improvement Grant Program.

ATTACHMENTS:

1. Water Quality Improvement Grant Program Announcement
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

Water Quality Improvements Grant Program

Eligible projects include:

- (a) Connecting onsite sewage treatment and disposal systems (OSTDS) to central sewer facilities.
- (b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.
- (c) Repairing, upgrading, expanding or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.
- (d) Repairing, upgrading, expanding or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.
- (e) Projects identified pursuant to [section 403.067\(7\)\(a\) or \(7\)\(e\), Florida Statutes \(F.S.\)](#).
- (f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to [section 403.067\(7\)\(a\)9. a. and b, F.S.](#)
- (g) Projects listed in a city or county capital improvement element pursuant to [section 163.3177\(3\)\(a\)4. b, F.S.](#)
- (h) Where central sewerage is not available, retrofitting OSTDS to upgrade such systems to enhanced nutrient-reducing OSTDS (that is, a system capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from onsite sewage tank or tanks and drainfield.)

To be eligible for funding, a project must improve the quality of waters that:

- Are not attaining nutrient or nutrient-related standards;
- Have an established total maximum daily load; or,
- Are located within a [basin management action plan area](#), a reasonable assurance plan area adopted by final order, an accepted alternative restoration plan area or located within a rural area of opportunity.

Eligible project proposals must be submitted by nonstate entities. Typically, this means local governments, universities or nonprofit organizations.

PROTECTING TOGETHER

The department shall consider and prioritize those projects that:

- (a) Have the maximum estimated reduction in nutrient load per project;
- (b) Demonstrate project readiness;
- (c) Are cost-effective;
- (d) Have a cost share identified by the applicant, except for rural areas of opportunity;
- (e) Have previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project; or
- (f) Are in a location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

REQUESTED MOTION: Update regarding the Lee County Recovery Task Force.

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

The Lee County Recovery Task Force is conducting a series of meetings with each individual member of the Task Force to gather feedback on its draft Initiative profiles.

On August 9, 2023, I, along with staff, met with representatives of the ResilientLee Support Team to discuss the City's identified projects and such alignment with draft Initiatives, as well as an overview of the Resilience Overlay matrix. I will provide Council with an update during the Council meeting.

STAFF RECOMMENDATION: Receive update.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	

REQUESTED MOTION: Consider a request from the Historical Society to send a cutting of our banyan tree to the town of Lahaina in Maui, Hawaii.

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

Due to the disastrous fire in Maui, Hawaii, the town of Lahaina has had its famous banyan tree severely damaged, if not destroyed. The tree was gifted to the town and planted on April 24, 1873, by William Owen Smith, who was the town sheriff at the time. The banyan tree grew to a height of about 60 feet and rooted into 16 major tree trunks. The banyan tree is located along Lahaina town's historic Front Street where it serves as a gathering place and shades vendors during events throughout the year.

Mr. Derrick Botana, as President of the Bonita Springs Historical Society, has requested the City's support to send the town of Lahaina a cutting from our banyan tree as a gift of rebirth from one city to another. I would like to discuss this request with the Council. Should Council wish to support the request, direction would be need to be given to staff regarding how to proceed.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	

REQUESTED MOTION: Consider two applications for appointment to the Technology Advisory Board.

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Mayor and Council Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

On July 1, 2012, City Council adopted a resolution to establish the Technology Advisory Board as a standing committee supporting the advisory needs regarding technology infrastructure-related programs, projects, activities, and facilities.

The board is approved for seven members. The committee currently has six appointed members and one vacancy.

Mr. Brandon Forker and Mr. Jude Richvale have expressed interest in serving on the committee.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Brandon Forker application
2. Jude Richvale application
3. Draft Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

From: [brandon forker](#)
To: [Clerk](#)
Subject: Application for Participation in City Committees - Veterans Advisory Board, Technology Advisory Board, and Special Events Committee
Date: Friday, April 21, 2023 5:38:13 PM
Attachments: [Brandon Forker Advisory Committee Application 04212023.pdf](#)

Dear City Clerk,

I am writing to express my interest in participating in the Veterans Advisory Board, Technology Advisory Board, and Special Events Committee. I recently filled out an application to be a part of these committees and wanted to follow up with you to show my enthusiasm for being involved in these important groups.

Having lived in southwest Florida for over the past 2 years, I have come to appreciate the vibrant and diverse community that we have here. As a member of the Army National Guard, I have had the opportunity to serve my country and develop valuable skills in transportation and logistics. Additionally, with plenty of experience in the SaaS industry, B2B enterprise sales, and technology operations, I believe I have the qualifications to make a valuable contribution to these committees.

I am excited about the opportunity to become more involved in my community, and I believe that these committees would be an excellent way to achieve that goal. I am committed to working with my fellow committee members to make a positive impact in our community.

Thank you for considering my application. I look forward to hearing from you.

Sincerely,
Brandon Forker
847.212.7946

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 5

DATE: 04/21/2023

PLEASE COMPLETE ALL SECTIONS			
NAME: Brandon Forker			
Last Forker	First Brandon	Middle Initial	
RESIDENCE ADDRESS: 9821 Alabama st			
Street Alabama st	City Bonita Springs	Zip Code	34135
BUSINESS ADDRESS:			
Street	City	Zip Code	
MAILING ADDRESS: 9821 Alabama st			
Street Alabama st	City Bonita springs	Zip Code	34135
PHONE NO.	CELL PHONE # 847.212.7946		
Home		Business	
E-MAIL ADDRESS: forkerbrandon@gmail.com			
FAX:			

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Veterans Advisory Board, Technology Advisory Board & Special Events Committee

NAME OF ADVISORY COMMITTEES

OCCUPATION: B2B software sales & ARMY national gaurd

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs? ☒ **Yes** **Address:** 9821 Alabama st Bonita Springs 34135
☐ **No**

**APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

My experience in SaaS industry, B2B enterprise sales, and technology operations, with time in the Army National Guard doing transportation/logistical work, I have a unique skill set that would make me a valuable asset to any technology, veterans or special events committee. My expertise in these areas could help the committee plan and execute events with logistical precision and technical proficiency.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

NO

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

No

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.



Signature

04/21/2023

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:

OR

RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

**CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135**

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

Received

JUL 28 2023

Office of the City Clerk
City of Bonita Springs, FL

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 5

DATE: 7/25/2023

PLEASE COMPLETE ALL SECTIONS

NAME: Jude Richvale

Last

First

Middle Initial

RESIDENCE ADDRESS:

27354 Tennessee Street Bonita Springs, FL 34135

Street

City

Zip Code

BUSINESS ADDRESS:

Street

City

Zip Code

MAILING ADDRESS:

Street

City

Zip Code

PHONE NO. 2394948225

CELL PHONE # 2394656191

Home

Business

E-MAIL ADDRESS: juderichvale@gmail.com

FAX:

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

TECHNOLOGY ADVISORY BOARD
NAME OF ADVISORY COMMITTEES

OCCUPATION: IT Architect / Systems Developer and Admin

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Former chair of CAB (Communications Advisory Board) 2007-2009

Ran for Council district 2 in 2022. Published several guest articles in News-Press.

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: _____

**APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

Extensive Information Technology experience including databases and GIS software design and development. Geology minor in college (Hunter College and SUNY New Paltz). Worked on fine tuning FEMA USA flood in Alexandria VA. (See resume' for details)

M.A.P

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

None

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

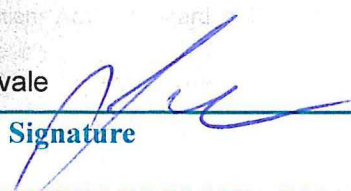
Chair of Communications Advisory Board 2007-2009. No voting conflicts.

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Jude Richvale


Signature

07/25/2023

Date

**PLEASE SUBMIT THIS FORM VIA EMAIL TO:
OR
RETURN THIS COMPLETED FORM TO:**

CLERK@CITYOFBONITASPRINGS.ORG

**CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135**

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 23-

A RESOLUTION APPOINTING A MEMBER TO THE CITY
OF BONITA SPRINGS TECHNOLOGY ADVISORY
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 6, 2012, Council approved Resolution 10-35, creating the Bonita Springs Information Technology Committee, which was revised by Resolution 12-31 to create the City of Bonita Springs Technology Advisory Board; and

WHEREAS, the Board is to consist of seven members appointed by City Council, with one year terms; and

WHEREAS, the Board currently has one vacancy.

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

Section 1. The following person is hereby appointed to the Technology Advisory Board: _____

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of August, 2023

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer
Forbes
Fullick
Corrie

Bogacz
Purdon
Carr

REQUESTED MOTION: FIRST READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED \$2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney;
Lisa Roberson, Director of Finance & Administrative Services

AGENDA: City Attorney's Items

STRATEGIC PRIORITY:

BACKGROUND:

On August 9, 2023, the City received the attached letter from the Florida Department of Commerce advising that the City's loan application for Hurricane Ian was selected for funding in the amount of \$2,000,000 and providing a Term Sheet that sets out the terms and conditions pursuant to which FloridaCommerce has agreed to provide funding to the City for governmental operations.

The highlights of the terms are:

- there are no fees or interest due on the 12-month loan with option for 6 months extension.
- The loan may be repaid at any time without any penalty.
- The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

In accordance with Section 27 of the City Charter, attached is the draft ordinance to authorize the borrowing of money.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. City letter dated July 21, 2023
2. Letter from FloridaCommerce dated August 9, 2023
3. Term Sheet for the Emergency Bridge Loan
4. Draft Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-08-178
August 16, 2023

Department Director: Lisa Roberson



July 21, 2023

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

Florida Department of Economic Opportunity
Local Government Emergency Bridge Loan
107 East Madison Street, Caldwell Building
Tallahassee, Florida 32399-4120

RE: City of Bonita Springs Emergency Bridge Loan Request Certification

To whom it may concern:

The City of Bonita Springs is comprised of approximately 41 square miles situated in the Southwest portion of Lee County, Florida, and contains barrier islands along the Gulf of Mexico. Similar to other communities in the area, the City of Bonita Springs contributes greatly to the economy of Southwest Florida through its renowned beaches, tourism industry, strong housing market, small-town charm, and large seasonal residential population.

When Hurricane Ian made landfall on September 28, 2022, the City of Bonita Springs endured sustained winds of over 150 mph and received historic storm surges of over 13 feet. In addition to the beach erosion and utter devastation of the barrier islands, the storm surge carried inland 4.6 miles and inundated the City's 13.4 miles of natural waterways, causing severe flooding through the many residential neighborhoods and mobile home parks situated along the waterways, including Spring Creek and the Imperial River.

As a result, the City's direct revenue sources were negatively affected. The funds that were affected and the related revenue sources are detailed in Attachment A hereto.

The City is requesting \$2,000,000 in funding from the Local Government Emergency Bridge Loan program to assist in the continuity of operations. The expenditure amounts that are related to the requested loan funding are for personnel and operating expenditures.

The City appreciates the support of the State of Florida and hereby certifies that the loan funds will only be used to continue governmental operations as described herein. Please do not hesitate to contact me for any additional information.

Sincerely,


Arleen M. Hunter
City Manager

attachments

c: Mayor & Council Members
Derek Rooney, City Attorney
Matt Feeney, Assistant City Manager
Lisa Griggs Roberson, Director of Financial and Administrative Services
Mike Sheffield, City Clerk

City of Bonita Springs

Florida Department of Economic Opportunity

Local Emergency Bridge Loan Program

Revenue Projections

Hurricane Ian made Landfall September 28, 2022

As of June 30, 2023

DRAFT

	Since Landfall		12 months ended 9/30/23		12 months ended 9/30/24	
	Projected Shortfall Dollars	Projected Shortfall Percentage	Projected Shortfall Dollars	Projected Shortfall Percentage	Projected Shortfall Dollars	Projected Shortfall Percentage
<i>General Fund</i>						
Ad Valorem Taxes	\$ (130,000)	-1%	\$ (150,000)	-1%	\$ (500,000)	-5%
Planning & Zoning Fees	\$ (100,000)	-22%	\$ (160,000)	-35%	\$ (160,000)	-35%
<i>Building Fee Fund</i>						
Building Fees	\$ (200,000)	-14%	\$ (490,000)	-35%	\$ (540,000)	-39%
	<u>\$ (430,000)</u>		<u>\$ (800,000)</u>		<u>\$ (1,200,000)</u>	
				24 month Total	<u>\$ (2,000,000)</u>	

Audited Financial Statements

The fiscal year 2022 and 2021 Annual Comprehensive Financial Reports are located at the link below:

https://www.cityofbonitasprings.org/services_departments/finance_department/financial_reports

LOCAL GOVERNMENT EMERGENCY BRIDGE LOAN



Information and Documentation Needed to Apply



Name of county or municipality



Name of the hurricane(s) that impacted the local government



Total amount of funding requested for governmental operations



Most recently completed operational audit (if any)



Two most recent years of audited financial statements



Reductions in tax revenues, both in the form of dollars and a percentage of revenues, since the time the storm made landfall



Estimates regarding reductions in future tax revenues, both in the form of dollars and a percentage of revenues, over the next 24 months, not to exceed 10 pages



A certification signed by the mayor, board chair, or chief executive officer (e.g., county manager, city manager) of the county or municipality that loan funds will only be used to continue governmental operations or to expand or modify such operations to meet disaster related needs



Any additional or supporting documentation the applicant believes may support funding its application

August 9, 2023

Ms. Arleen M. Hunter
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Re: Local Government Emergency Bridge Loan Program

Dear Ms. Hunter,

Thank you for your interest in the Florida Department of Commerce's (FloridaCommerce) Local Government Emergency Bridge Loan Program. We are pleased to inform you that your loan application for Hurricane Ian was selected for funding in the amount of \$2,000,000.00.

Enclosed is a Term Sheet that sets out the terms and conditions pursuant to which FloridaCommerce has agreed to provide funds to the City of Bonita Springs for governmental operations, as defined in section 288.066, Florida Statutes and Rule 73AER23-1.

Receipt of funds is contingent upon the City of Bonita Springs entering into a loan agreement with FloridaCommerce. The loan agreement will specify the obligations to be met for payment of the funds and loan repayment. Also enclosed is the loan agreement, promissory note, and resolution templates for you to begin your review. Please note that this letter does not constitute an offer or agreement to loan your organization any funding or to enter into an agreement with respect to any funding, nor does this letter constitute a binding commitment on the part of either FloridaCommerce or the state of Florida. Accordingly, nothing express or implied in this letter gives any person or entity any legal or equitable rights.

In order to ensure timely payments, recipients of state funds must understand and comply with all loan requirements and applicable laws and rules, including the payment requirements of the Florida Department of Financial Services.

If you have any questions, please do not hesitate to contact Mason Alford, Director of Small Business Innovation, by telephone at 850-717-8964 or by email at Mason.Alford@commerce.fl.gov.

Sincerely,



J. Alex Kelly

TERM SHEET

This loan facility (“Facility”) is provided by the Florida Department of Commerce (“Commerce”), located at 107 East Madison Street, Tallahassee Florida, 32399, to the City of Bonita Springs (“Borrower”) 9101 Bonita Beach Road, Bonita Springs, Florida 34135. Commerce and the Borrower are collectively referred to as the “Parties” and each individually as a “Party.”

Background. This Term Sheet sets out the terms and conditions pursuant to which Commerce will provide the Facility of up to \$2,000,000 to the Borrower for Governmental Operations, as that term is used in Section 288.066, Florida Statutes and Rule ER73AER23-1.

Full Documents. This Term Sheet is not intended to create a legal obligation between the Parties, and is intended only to set forth the terms under which the Facility will be offered, subject to the terms and execution of definitive documents embodying all of the terms and conditions between the Parties with respect to the Facility (the “Loan Documents”).

Working Capital Facility	
Nature and Purpose of the Facility	Commerce has agreed to provide the Borrower with a loan facility (the “Facility”) that is non-interest bearing for the term of the Facility.
Use of Funds	The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
Amount of Facility	\$2,000,000
Fee	There is no fee associated with this Facility.
Interest Rate	During the term of the Facility interest shall not accrue. Subject to the Repayment Term section below, simple interest will accrue on an annualized basis on the Outstanding Principal at a rate of 10% (the “Interest Rate”).
Preconditions to Availability of Facility	Commerce is not obliged to provide the Facility to the Borrower until Commerce: • has received a certified copy of one or more resolutions of the Borrower’s City Council authorizing the execution and delivery of the Loan Documents; • has received one or more signed copies of the Loan Documents from the Borrower; and • has countersigned and returned to the Borrower the Loan Documents.
Availability of Facility	The Facility is available for disbursement immediately after the execution of all Loan Documents.
Repayment Term	Amounts outstanding (the “Outstanding Principal”) under the Facility may be repaid at any time without any penalty. Within 12 months after disbursement the Borrower shall begin repayments of principal and interest, unless the Borrower has requested, and Commerce has approved, an extension for 6 months. Amounts unpaid shall rollover each month and interest shall be accrued only on the Outstanding Principal. Any amount outstanding under the Facility becomes immediately repayable in full on the earlier of: • the termination of the Loan Documents (other than termination resulting from the conclusion of a formal agreement), or if a formal agreement was entered into incorporating the provisions of the Loan Documents, the formal agreement;

	the occurrence of an Event of Default (which is not remedied within the time period required to remedy such a default after notice to that effect from Commerce).
Event of Default	The Borrower will be given five business days to remedy an event of default for failure to pay an amount owing to Commerce and 10 business days to remedy any other default (other than insolvency type defaults). An event of default will occur where: - the Borrower fails to pay any amounts owing under the Facility as and when due; - the Borrower fails to perform or observe any obligation under the Facility and does not remedy the failure within five business days after receipt of a notice; - any warranty, representation, or statement by the Borrower is or becomes false, misleading, or incorrect when made or regarded as made under the Loan Documents; and - there is a material adverse change in the Borrower's assets, liabilities, financial position, or prospects.
Representations and Warranties	It is acknowledged that Commerce may require additional warranties to be provided by the Borrower. The Borrower represents and warrants upon execution of the Loan Documents that: - it has consulted, and as appropriate obtained the review and opinions of, its legal counsel and accountants. - it has full power and authority to enter into and perform its obligations contemplated by Term Sheet and has taken all necessary action to authorize the execution, delivery, and performance thereof; - no event has occurred which constitutes an Event of Default; - it is solvent and able to pay its debts as and when they become due and payable; - all information furnished by the Borrower to the Lender in connection with this Term Sheet is true and correct in all respects and there are no other facts or circumstances of which it is aware that would render any such information misleading; - it has not violated any law or agreements which may have a material adverse effect on the business or financial condition of the Borrower; and - it has disclosed to Commerce any information which might reasonably be expected to adversely influence the decision of a lender to make a general borrowings facility available to the Borrower on terms and conditions similar to those contained in this Term Sheet. - it will, in good faith, take all steps necessary to facilitate the execution the Loan Documents, and the transactions contemplated thereby.
Indemnity	The Borrower will indemnify Commerce for all loss that it suffers occurring as a result of an Event of Default or Commerce exercising its powers as a result of an Event of Default.
Costs and Expenses	Except as otherwise set forth herein, each Party bears its own costs and fees, including attorney's fees.
Confidentiality	This Term Sheet is a public record, subject to the public record disclosure requirements of Article I, Section 24 of the Florida Constitution and Chapter 119 of the Florida Statutes.
Formal Documents	Commerce will prepare the Loan Documents incorporating the provisions set out above and other terms customarily found in a loan facility of this type.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED \$2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to unexpected public expenditures and continued uncertainty in projections as to the City's forthcoming operating revenue resulting from the impact of Hurricane Ian on the City of Bonita Springs, the City applied for and was approved for an interim financing loan from the State of Florida Department of Commerce; and

WHEREAS, Department of Commerce approved the City's request for interim funding under its Local Government Emergency Bridge Loan Program in the amount \$2,000,000 ("Bridge Loan"); and

WHEREAS, the City Council finds that the interim financing for purposes of funding ongoing governmental operations is in the best interests of the City and its citizens and constitutes a paramount public purpose; and

WHEREAS, acceptance of the Bridge Loan is the most efficient and cost-effective method of financing for continuity of governmental operations following Hurricane Ian; and

WHEREAS, the approval of a loan agreement and financing through a term loan or line of credit to be evidenced by a promissory note or other form of debt obligation (the "Debt Obligation") to be issued by the City pursuant to the authority of this Ordinance, the provisions and details of which shall be provided for in the hereinafter defined Resolution, payable from Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent provided herein and in the Resolution.

WHEREAS, the principal of and interest on the Debt Obligation shall be payable from Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution and the City shall never use or be required to use its ad valorem taxing power for the payment of the Debt Obligation. The Debt Obligation shall not constitute a direct obligation of the City or a pledge of its faith and credit, nor shall the holder of the Debt Obligation have any lien or encumbrance on any property in the City.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Definitions. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of Bonita Springs, Florida, a municipal corporation established under the laws of the State of Florida.

"Council" shall mean the City Council of the City of Bonita Springs, Florida.

"Debt Obligation" shall mean the promissory note or other form of debt obligation to be issued by the City pursuant to the authority of this Ordinance, to be more particularly described in the Resolution consistent with the Florida Department of Commerce loan program described herein.

"Non-Ad Valorem Revenues" shall mean all revenues of the City derived from any source whatsoever that are allocated to and accounted for in the City's governmental funds, other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein and in the Resolution.

"Ordinance" shall mean this Ordinance enacted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Resolution" shall mean the resolution of the City, including any loan or line of credit agreement approved thereby, providing for the security for and repayment of the Debt Obligation, the rights and remedies of the holder of the Debt Obligation and various other terms and details relating to the Debt Obligation, as the same may be amended or supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

Section 3. Authorizing City Officers and Staff. The City Council hereby authorizes the Mayor, City Manager, City Attorney, City Clerk, and Director of Financial and Administrative Services to prepare and execute such instruments necessary for securing the funding obligations provided herein.

Section 4. Issuance of the Debt Obligation. The Debt Obligation is hereby authorized to be issued in an original principal amount of not exceeding \$2,000,000. The particular designation of the Debt Obligation shall be established by the Resolution. The Debt Obligation shall be issued for the purposes of providing moneys to fund continuing governmental operations. The principal of and interest on the Debt Obligation shall be payable from the Non-Ad Valorem Revenues to the extent and in the manner provided herein and in the Resolution.

The Debt Obligation may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance (including the adoption of the Resolution) or by the Resolution.

The proceeds of the Debt Obligation shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution. The Debt Obligation shall be secured in all respects by the Resolution which shall include such matters as are customarily provided in such debt instruments including, but not limited to, rights and remedies of the holder of the Debt Obligation, application of proceeds of the Debt Obligation and the security and source of repayment of the Debt Obligation.

Section 5. Covenant to Budget and Appropriate. In the Resolution, the City shall covenant and agree to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, amounts sufficient to pay debt service on the Debt Obligation when due, as provided in the Resolution. Any such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City shall not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Notwithstanding the foregoing, the provision in the Resolution regarding the City's covenant to budget and appropriate sufficient Non-Ad Valorem Revenues may differ from this Section 5 hereof to the extent determined necessary or desirable by the Council in its adoption or execution of such Resolution provided the substance and intent of this Section 5 is not materially changed.

Section 6. Taxing Power Not Pledged. The Debt Obligation issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit of the City, but the Debt Obligation shall be payable from the Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution. The issuance of the Debt Obligation under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefor. The holder of the Debt Obligation shall never have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any portion of the Debt Obligation or the interest thereon against any property of the City, nor shall the Debt Obligation constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City.

Section 7. Trust Funds. All moneys received pursuant to the authority of this Ordinance, whether as proceeds from the sale of the Debt Obligation or any Non-Ad Valorem Revenues budgeted and appropriated as provided herein and in the Resolution, shall be deemed trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution.

Section 8. Remedies of Holder of the Debt Obligation. The holder of the Debt Obligation, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

Section 9. Alternative Method. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and property owners of the City, shall be liberally construed to effect the purposes hereof.

Section 10. General Authority. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 11. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Section 12. Effective Date. This Ordinance shall become effective immediately upon its enactment.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 6th day of September 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	_____	Corrie	_____
Purdon	_____	Fullick	_____
Carr	_____	Forbes	_____
		Steinmeyer	_____

REQUESTED MOTION: FIRST READING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7- ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII. - DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9- DEFINITIONS; 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 and Laura Gibson, Community Development

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

City Council authorized staff to pursue these land development code (LDC) changes at the April 19th City Council meeting. The Dock and Shoreline Structures Code was originally adopted as part of the City's LDC in 2000, which was last amended in 2021. Staff has identified changes needed resulting from widespread dock reconstruction from Hurricane Ian and minor items that need clarification from implementation of the most recent LDC amendments.

The most significant change seeks to promote safe boating practices while protecting riparian access and navigability of the waterways through changes to the setback requirements. Other changes included clarifying language and providing flexibility on application requirements. Staff recommends removing the 10-foot boat slip side setback requirement on artificial waterbodies and replacing it with a limitation on riparian area for dock structures and boat mooring areas, which is similar to the City of Punta Gorda.

Two dock contracting companies provided input on the changes at the two LPA hearings, recommending that the setbacks be eliminated entirely or reduced commensurate with the width of a lot (i.e. five feet for lots with water frontage less than 65' AND ten feet for lots with water frontage of 65' or greater, etc.). The LPA recommended that the City Council consider the setback alternative based on the water frontage of each lot.

STAFF RECOMMENDATION: Move to second reading

ATTACHMENTS:

1. Ordinance and Amendment package in Strike-through/Underline format
2. June 8, 2023, 2023 LPA Meeting Minutes
3. July 20, 2023 DRAFT LPA Meeting Minutes

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, REPEALING AND REPLACING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7 – ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII – DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9 – DEFINITIONS; 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 of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, the Dock and Shoreline Structures Code was originally adopted as part of the City’s LDC in 2000, which was last amended in 2021; and

WHEREAS, necessary changes have been identified as a result from widespread dock reconstruction from Hurricane Ian, as well as minor items that need clarification from implementation of the most recent LDC amendments.

WHEREAS, it is in the best interest of the City to amend Chapter 7, Article XII of the Land Development Code to promote safe boating practices and protect riparian access and navigability of the waterways.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council 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 the pertinent provisions of the 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 part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. Conflicts of Law

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state of federal law, 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 , 2023.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: Michael Sheffield, City Clerk

By: _____
Mayor Rick Steinmeyer

Reviewed for legal sufficiency:

By: _____
City Attorney's Office

ARTICLE XII. DOCK AND SHORELINE STRUCTURES¹

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DIVISION 2. LOCATION AND DESIGN

Sec. 7-356. ~~Work in this division will be permitted in accordance with the following regulations.~~ Shoreline and Water Quality Protections.

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

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

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Sec. 7-358. Primary structures single/two family docks, fishing piers, kayak/canoe launch, boat ramps; boardwalks.

(b) *Length of docks.*

- (1) ~~No structure, including mooring area, may be permitted or constructed to exceed 25 percent of the navigable channel width.~~ Structures permitted by this section, including boat mooring areas, shall be designed, per Figures 7.1a – 7.1e in this section, to maintain a clearance of 10’ on both sides of the centerline of the waterway, not to exceed 30 percent of the navigable channel width, while also maintaining compliance with all other applicable sections of this code. Boat mooring areas that are waterward of the dock will be deemed ten feet in width. For the purposes of this section, the term vessel on the following figures shall be synonymous with boat.

¹Ord. No. 21-08 , § 2(Exh. A), adopted October 20, 2021, amended Article XII in its entirety to read as herein set out. Former Article XII, §§ 7-354—7-361, 7-381—7-391, pertained to similar provisions, and derived from Ord. No. 14-02, §§ 7-41—48, 7-71—81, February 19, 2014.

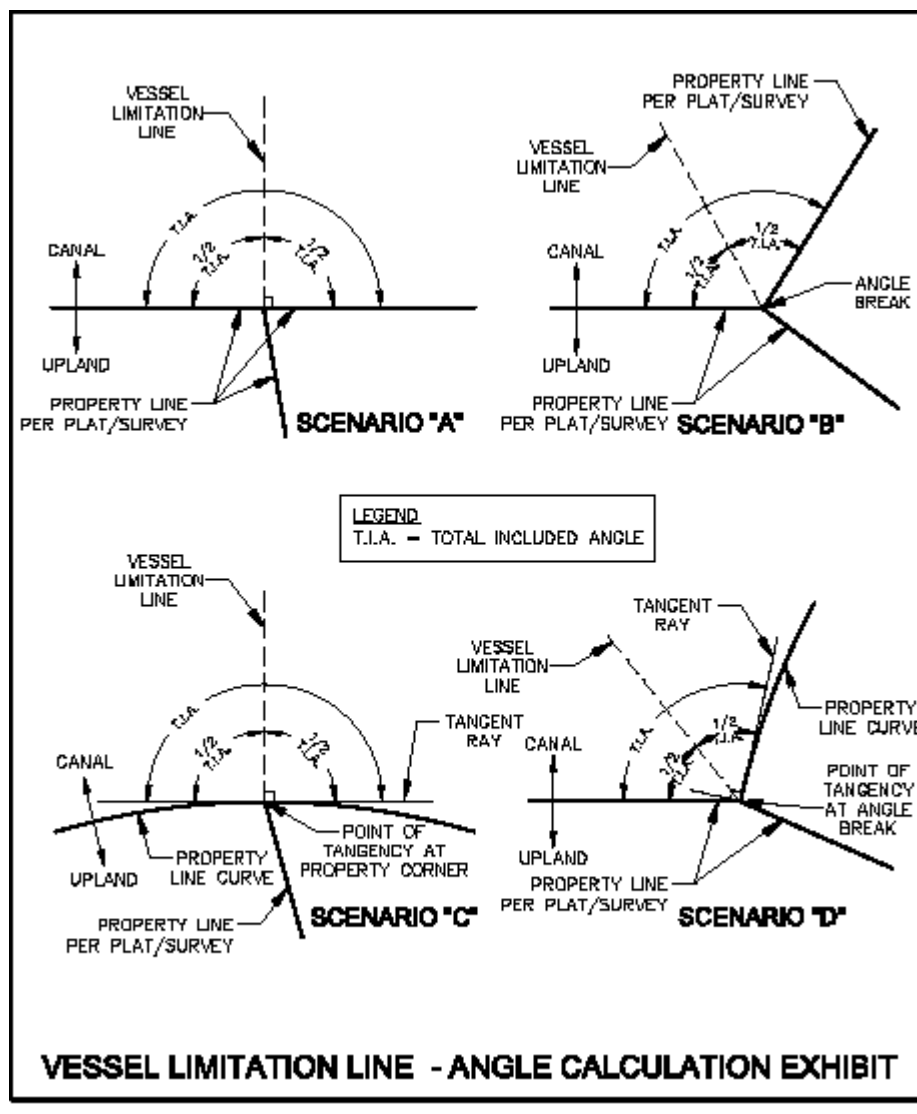


Figure 7.1b

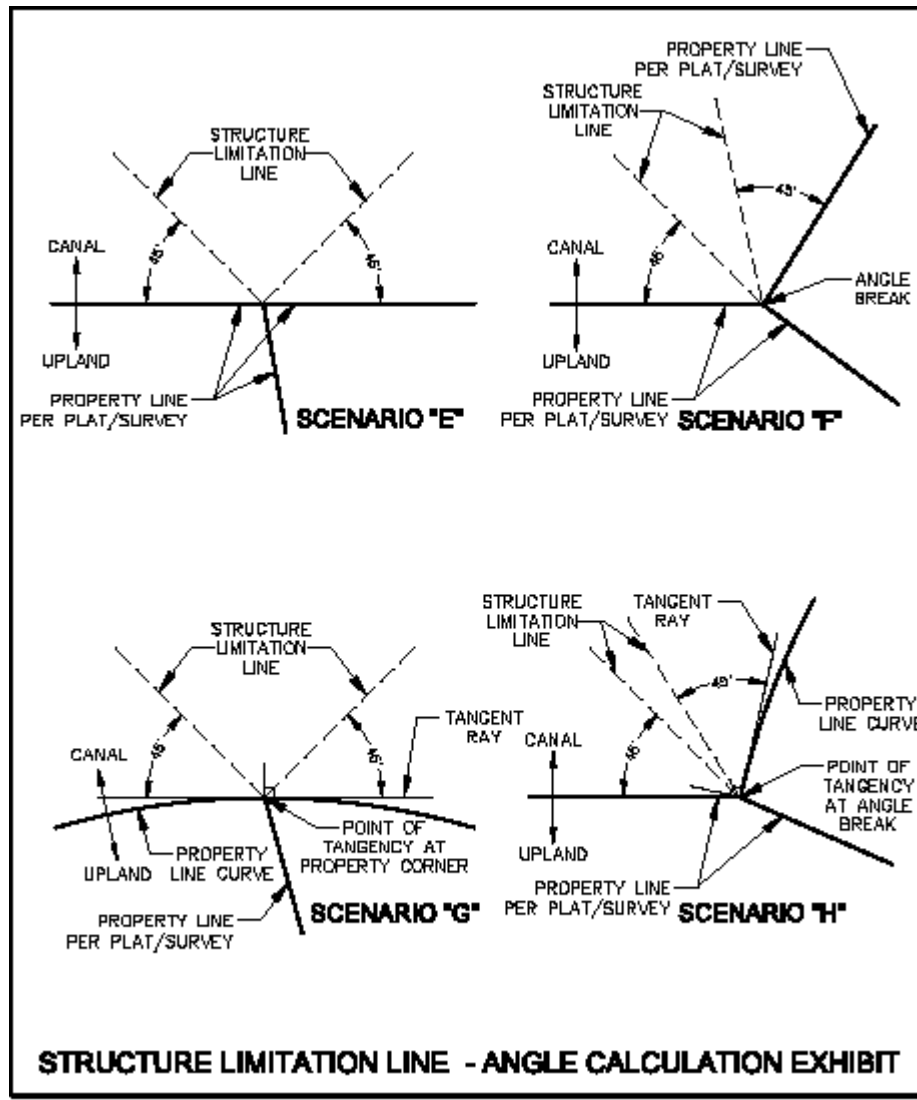


Figure 7.1c

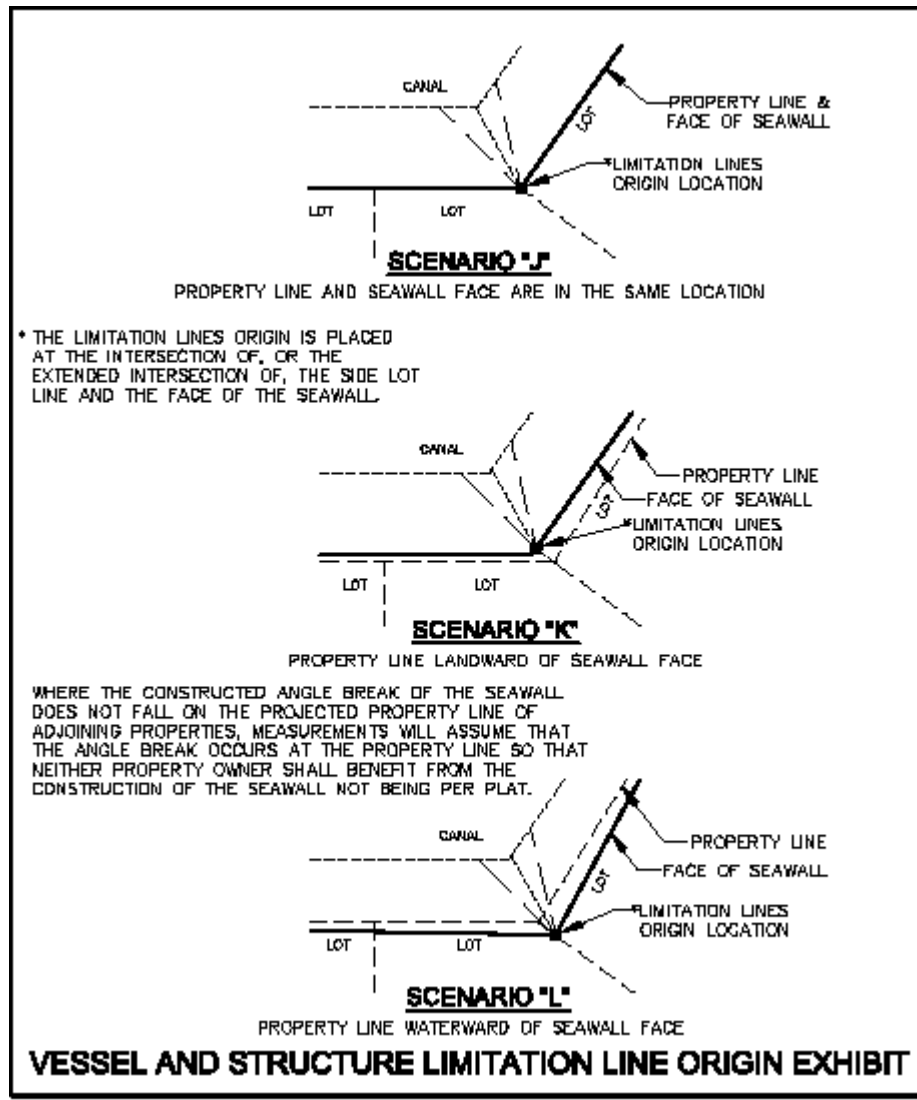


Figure 7.1d

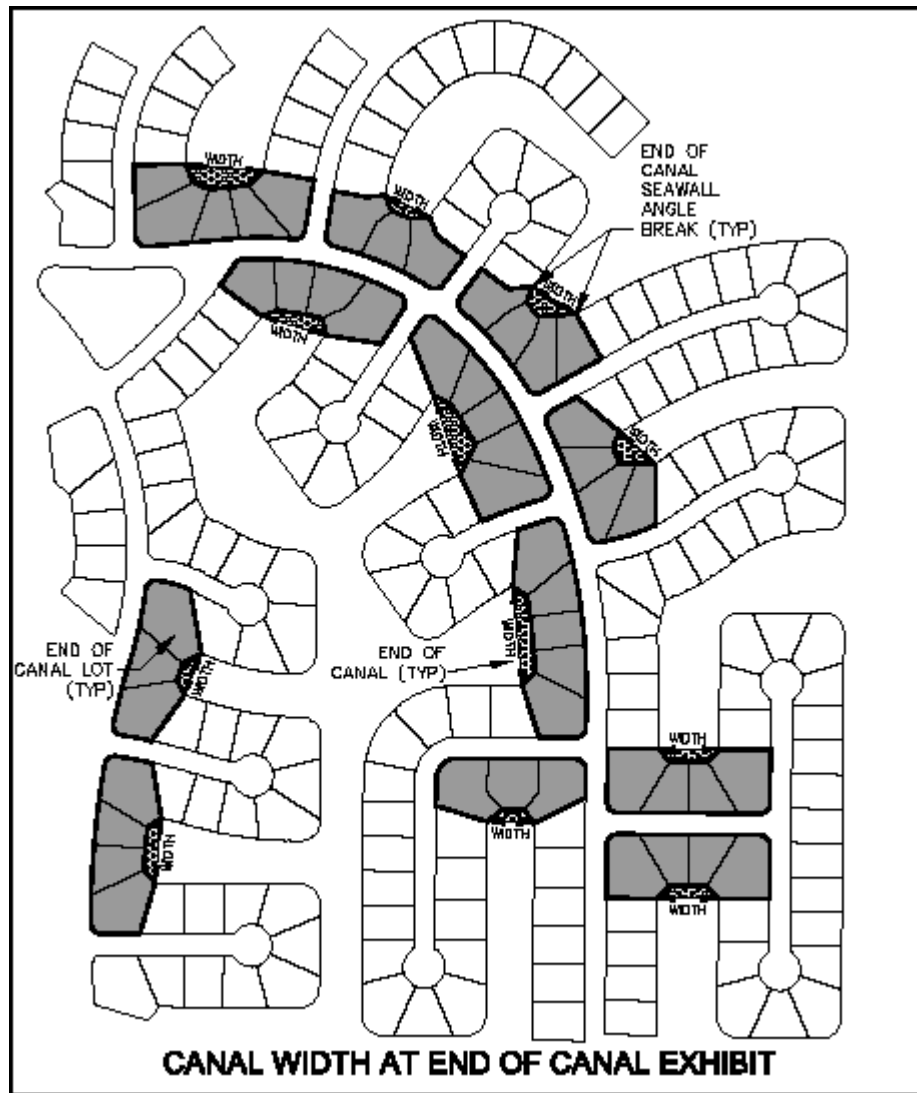


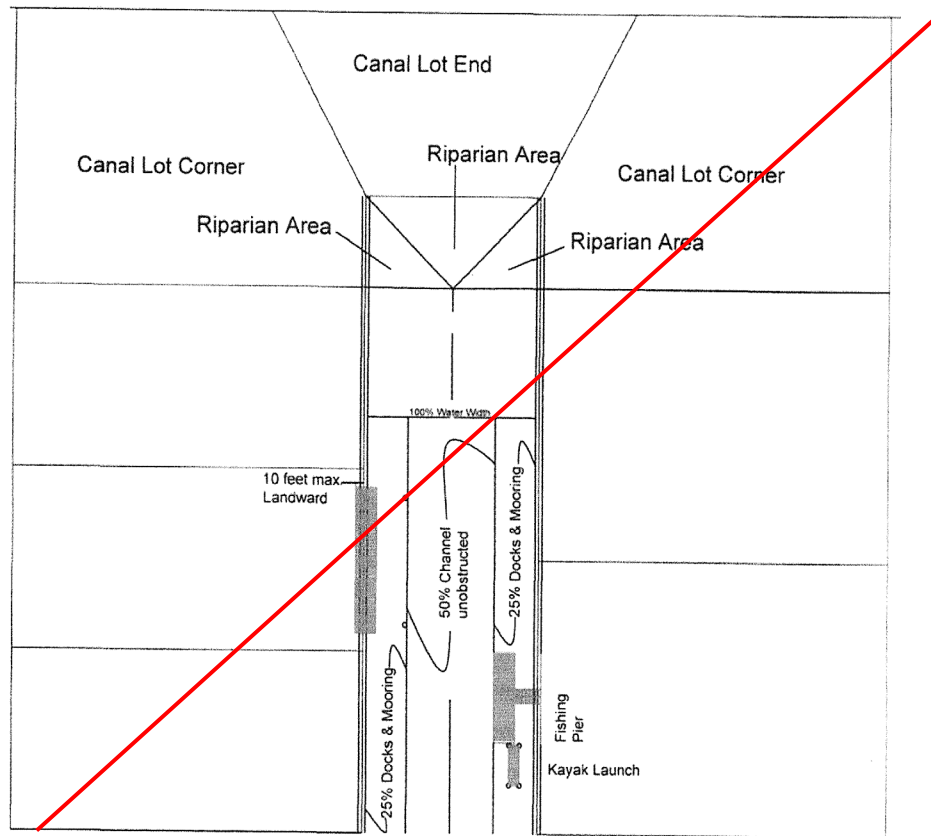
Figure 7.1e

- (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.
- (4) The director may permit administrative deviations from the length allowed by this subsection (2) based upon the following criteria:
 - a. The proposed dock has been approved by all applicable state and federal agencies; and
 - b. The increased length will not result in a hazard to navigation; and
 - c. The proposed dock is compatible with docks or other structures and uses on adjoining lots; and, except for closed waterbodies.
 - d. 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~~ may be required demonstrating the increase in length will lessen the dock's impacts on seagrass beds or other marine resources.

(c) *Design and maximum dimensions.*

- (1) Structures permitted by this section must comply with the following maximum dimensional requirements. The application of these regulations is illustrated in Figures 7-21 through 7-3, Dock Structure Plan View.



- (3) Dock facilities, fishing piers, kayak launch structures, boardwalks, or any combination thereof with 500 square feet or greater over water ~~shall~~ may be required to provide a benthic species survey assessment if benthic resources are expected to be found. 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.

(d) *Setbacks.*

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- (1) All structures in natural waterbodies must be set back from all adjoining side lot and side riparian lines as follows:
 - a. Marginal docks, boat lifts, and mooring pilings—No less than ten feet.
 - b. 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.
 - ~~(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 ten feet.~~
 - ~~(32)~~ All boat ramps must be set back ten feet from all adjoining side lot and side riparian lines.
 - ~~(43)~~ The director, in his discretion, may permit administrative deviations from the setbacks required by this subsection (d) subject to the following:
 - a. 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.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-359. Seawalls, retaining walls and riprap revetment.

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(d) *Retaining walls.*

- (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 the dripline of vegetation originating within the jurisdictional wetland area adjacent to surface water as depicted in the image below.

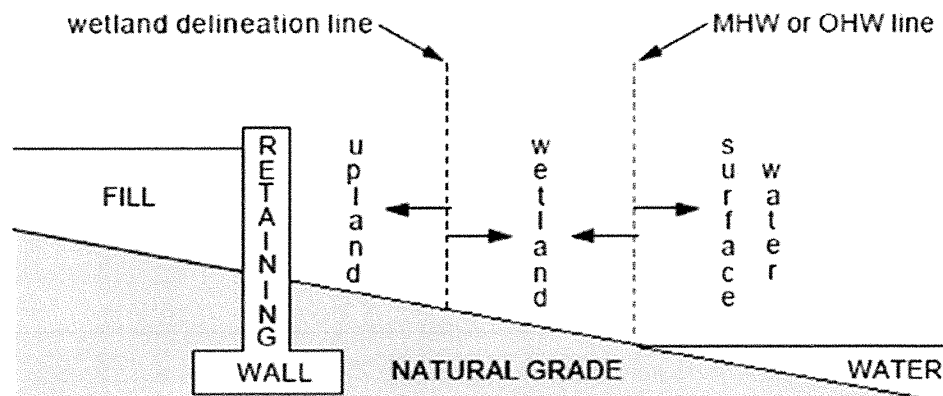


Figure 7-6 Cross-section of retaining wall

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(g) *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~~ no steeper than a 2:1 slope 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.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-360. Accessory structures—Boathouses, boat canopies, and dock boxes.

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(1) *Location.*

- a. 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. Must not be constructed over submerged bottoms containing areas of dense submerged aquatic vegetation or other marine resources. Where benthic resources are expected to be found, a ~~A~~ benthic species survey assessment 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. Must not extend beyond 25 percent of the width of a navigable channel.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-361. Dredging.

- (b) All dredging of existing navigational channels shall meet the following standards:

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- (4) No dredge material is allowed to be ~~deposited~~retained 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.
 - (6) A benthic species survey assessment ~~may be required~~shall be provided. If the assessment shows resources will be impacted, a mitigation plan will be required.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-362. Vegetation protection, removal, and mitigation.

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- (b) *Vegetation removal and mitigation.*

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- (2) For ~~rip rap~~ riprap 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.

Sec. 7-363. Beach dune walkovers.

- (b) *General design.*
 - 2. Decks, or platforms ~~or lights~~ are not permitted on beach/dune walkovers.

Sec. 9-27. Definitions.

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means American Association of State and Highway Transportation Officials.

Abutting means any property that shares a common border with another property, or is separated from a common border by a right-of-way, alley or easement.

Access point means an accessway or driveway which provides vehicle access to a single parcel of land.

Access street and *access road* mean a street or road that runs generally parallel to an arterial or collector street and is the primary access to properties that abut the arterial or collector street. An access street is intended only to provide access to parcels existing when it is constructed and does not provide frontage for newly created parcels as would a local street. See also *Frontage street*.

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.

Accessway means land that is used or intended to be used for ingress or egress to abutting parcels of land and is not dedicated to the public. Accessways include access points to commercial, industrial and other types of developments, except a single parcel of land containing two or fewer dwelling units in a single structure.

Acre means a horizontal area of land containing 43,560 square feet of surface area.

Agriculture means the growing and harvesting, primarily for sale, of vegetation, crops or plants, or the feeding and raising, primarily for sale, of livestock, and timber production. The term "agriculture" includes any normal accessory structures thereto; provided, however, the following shall not be included in this definition: commercially owned or operated citrus plants, livestock sales facilities, packing plants and other similar commercial or industrial type facilities.

Amenity zone is defined as the area internal to the site and within 50 feet of the public right-of-way, which is intended for pedestrian-oriented uses that are visually attractive, take into consideration the human scale and proportion, and provide for multi-modal connections between the right-of-way and development.

Applicant means any individual, firm, association, syndicate, copartnership, corporation, trust or other legal entity, or their duly authorized representative, conducting activities under this Code.

Application and appeal means any matter lying within the jurisdiction of the zoning board and any application for rezoning which will be or is scheduled to be heard by the city council, or designee.

Application for a development order means the submission of the documents as required in this Code to the city manager and/or his designated representative for review.

Arcade means a roof, similar to an overhang or canopy, but where the outer edge is supported by a line of pillars or columns.

Architect means a professional architect duly registered and licensed by the state.

Arterial roadway means streets primarily intended to carry large volumes of through traffic connecting major activity centers to other major traffic generators. Access to abutting properties is a secondary function.

Awning, continuous, means a cover of lightweight material such as canvas, plastic, or aluminum, extending over two or more doorways, windows or combinations thereof, and regardless of whether it is affixed to the wall or parapet or extends above the roofline of the wall or parapet.

Awning, single, means a cover of lightweight material such as canvas, plastic, or aluminum, extending over a single doorway or window, providing protection from the elements.

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.

Bicycle (bike) facilities means general accommodation to encourage bicycling, including but not limited to pathways, multi-use trails, bike lanes, bicycle storage facilities, refuge areas, and repair facilities.

Bike lane, separated, means an exclusive facility for bicyclists that is located directly adjacent to the travel lane(s), and that is separated from motor vehicle traffic by a horizontal or vertical element.

Bike lane, shared, means a travel lane within a street with signs and pavement markings that indicate to drivers that they are to share the roadway with bicyclists.

Block means a group of lots, including a tier of lots, existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter or other name by which it may be identified.

Boat means a vehicle designed for operation in water propelled by sail or one or more electric or internal combustion engines. Boats include motorized personal watercraft. Personal, manually powered watercraft such as canoes and kayaks are not considered boats.

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 Limitation Line means a line extending into the waterbody from a property corner as calculated by dividing the Total Included Angle between the property lines into two equal halves.

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 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 boats.

Bonita Beach Road Corridor means all property located within the City of Bonita Springs fronting on Bonita Beach Road from the south end of Little Hickory Boulevard to the terminus of the city limits east of I-75 or as designated on the map in the Bonita Beach Road Corridor study, attached in Appendix I of chapter 4.

Building means any construction, erection, alteration, demolition, or improvement of, or in addition to, any structure for which permitting by local enforcement agency is required. The term "building" shall be construed as if followed by the words "or part thereof."

Building official means the person appointed by the city council to oversee the issuance of building permits for the city.

Building permit means an official document or certification issued by the building official and authorizing the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term "building permit" specifically includes certificates of occupancy and occupancy permits, as those permits are defined or required by city ordinance.

Building with mixed uses means a building that contains more than one principal use.

Bus pull-off area means a branch from or widening of a road that permits buses to stop, without obstructing traffic in the travel lane(s).

Bus stop means a designated location along a bus route(s) for passengers to board or transfer to transit vehicles.

Canopy, attached, means a permanent structural cover affixed to and extending from the wall of a building, protecting a doorway or walkway from the elements.

Canopy, detached, means a freestanding structure which covers a walkway or service area.

Capital improvement means land acquisition and related costs and expenses, site improvements, off-site improvements associated with new or expanded facilities, buildings and equipment, including communications equipment, with an average useful life of at least three years, but excludes maintenance and operations.

Centerline of Waterway shall mean the point equidistant from the mean high-water line of opposing shores for all waterways other than Estero Bay within the City of Bonita Springs. Where it can be shown on a bathymetric survey that an identifiable navigable channel exists within a waterway and the centerline of said channel is not at a point equidistant from the mean high-water line of opposing shores, the centerline shall be the point equidistant from the opposing edges of said navigable channel.

City means the City of Bonita Springs, acting through its city council, the city manager or designee, or through the division.

City attorney means the legal counsel for the city council or his designee.

City council means the City Council of the City of Bonita Springs.

City highway system means all existing roads maintained by the city department of transportation.

City manager means the city manager or the municipal officials that he may designate to administer the various provisions of this Code.

Class 1 road means an approved road shown on Map 3A of the transportation element of the comprehensive plan that is included as a city-funded road construction or improvement project on the five-year schedule of improvements within the comprehensive plan's capital improvements element adopted and amended from time to time in accordance with F.S. §§ 163.3177(3)(b) and 163.3187. Class 1 roads include access roads shown on the access road location map if the city requires their construction as a condition of development order approval or a specific written condition of the zoning approval. The term "Class 1 road" also means any arterial or collector road included in the road network established in the transportation element of the comprehensive plan of any participating municipality, if the road construction or improvement project is also included in the annual capital improvement program of the municipality to be funded through the use of roads impact fees. Notwithstanding their inclusion on the access road location map, Class 1 roads do not include site-related improvements such as access roads constructed to achieve site location standards for commercial development or to provide for internal circulation when such roads would not otherwise be required by the city pursuant to criteria in chapter 3.

Class 2 road means an approved road shown on Map 3A of the comprehensive plan transportation element that is scheduled for construction as a city-funded project in any ten-year capital improvement, but which is not included on the five-year schedule of improvements within the capital improvements element of the comprehensive plan.

Class 3 road means an approved road shown on Map 3A of the comprehensive plan transportation element that is not included for construction or improvement within the capital improvements element of the comprehensive plan or any ten-year capital improvement plan of the city. The term "Class 3 road" also means an approved road not on the five-year schedule of improvements within the comprehensive plan's capital improvement element, not in any ten-year capital improvement plan of the city, and not on Map 3A of the comprehensive plan transportation element, but which provides a reasonable alternative route for traffic that otherwise would travel a specific road shown on Map 3A of the comprehensive plan transportation element.

Coastal high hazard area means that area of the hurricane vulnerability zone defined as the landfalling category 1 evacuation zone as delineated by the Southwest Florida Regional Planning Council.

Collector roadway means streets having the primary purpose of collecting traffic from intersecting local streets and distributing this volume to the nearest arterial. A secondary purpose is to carry moderate volumes of through traffic. Access to abutting lands is a secondary function.

Commercial development means a planned commercial center providing building areas, parking areas, service areas, buffering, and adjacent roadway improvements. The term "commercial development" includes retail facilities, hospitals, shopping centers, office buildings, and multi-unit residential developments.

Community park means a tract of land designated and used by the public primarily for active recreation but also used for educational and social purposes and passive recreation. The term "community parks" also includes bikeways along the city road network that are designed and used primarily for active recreation. A community park generally serves a specific community composed of at least several neighborhoods. The comprehensive plan's community park standards are based upon several subclassifications of community parks: standard community parks, community recreation centers, community pools and school parks. The term "community park" specifically includes school sites and municipally owned parks where they are used as community parks.

Complete streets means roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle.

Comprehensive plan means the City of Bonita Springs Comprehensive Plan adopted pursuant to F.S. ch. 163.

Concurrency certificate means a certificate of concurrency compliance, a certificate of concurrency exemption, a concurrency variance certificate or a conditional certificate of concurrency compliance.

Concurrency management system means a financially feasible system to ensure that existing deficiencies are corrected within a specified time frame and to establish priorities for addressing backlogged facilities in special concurrency districts or areas.

Concurrency variance certificate means the certification issued by the city manager and/or his designee pursuant to section 2-34. This certification means that the director has determined that a variance from the strict concurrency requirements of the comprehensive plan must be granted with respect to a specific development permit to avoid the unconstitutional taking of property without due process of law.

Conditional certificate of concurrency compliance means a certificate issued by the city manager and/or his designee pursuant to section 2-30(j). This certification means that the city manager and/or his designee has determined that:

- (1) A development permit which otherwise would violate the minimum concurrency requirements of the comprehensive plan can be issued consistent with the comprehensive plan if certain conditions are attached to the permit; or
- (2) The application for concurrency review is complete but for a particular document that can be submitted prior to the issuance of a building permit or certificate of occupancy.

Connection means a driveway, street, access road or other means of providing access to or from the city highway system. Two one-way driveways separated by no more than 50 feet will be considered one connection.

Conservation easement, as applied to the protected species requirements of this Code, means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open or wooded condition; retaining such areas as suitable habitat for fish, plants or wildlife; or maintaining existing land uses; and which prohibits or limits the activities described in F.S. § 704.06, as such provisions now exist or may be amended.

Constrained roads means those roadway segments that cannot or will not be widened due to community scenic, historic, aesthetic, right-of-way or environmental constraints.

Consultant means an architect, attorney, engineer, environmentalist, landscape architect, planner, surveyor or other person engaged by the developer or applicant.

Contiguous means property that is in contact, adjoining, or touching other property. See also *Abutting*.

Controlled water depth means the vertical distance measured from the waterbody control elevation to the deepest point of the proposed waterbody.

Crosswalk means that part of a roadway at an intersection that is included within the extensions of the lateral lines of the sidewalks on opposite sides of the roadway, measured from the curb line, or in the absence of curbs from the edges of the roadway. Also, any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Cul-de-sac means a dead-end local street with a turnaround at one end.

Current pertains to the regulations in effect at the time an application for a development order is presented for acceptance or approval.

Dead-end street means a street having only one end open for vehicular access and closed at the other end.

Delegation of authority. A provision requiring the head of a department or some other city officer or employee to do some act or perform some duty is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty.

Density means an existing or projected relationship between numbers of dwelling units and land area. Refer to chapter 4, article VII, division 12, subdivision II, and division 19 of this Code.

Density bonus means an increase in the density of development that can be carried out on a parcel of land over and above the standard density range permitted by the comprehensive plan for the land use category in which it is located.

Department means that department charged with the planning and administration of zoning and development review for the incorporated area of the city. As used in this Code, the terms "department" and "division" are synonymous.

Developer means any individual, firm, association, syndicate, copartnership, corporation, trust or other legal entity commencing development.

Development means the carrying out of building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. It is intended to have the same meaning given in F.S. § 380.04.

Development agreement means either a home rule development agreement or a statutory development agreement.

Development area means the total horizontal area of the development property less any area within any existing public street right-of-way or easement.

Development order means any order granting or granting with conditions an application for a development permit.

Development permit means a building permit, subdivision approval, certification or variance or other official action of local government having the effect of permitting the development of land. This definition conforms to that set forth in F.S. § 163.3164(7), except that it does not include zoning permits, zoning variances, rezoning, special exceptions, preliminary plan approvals, and special permits which, by themselves, do not permit the development of land.

Development review director means the city manager or designee assigned to oversee the development review process. He shall oversee the intake of applications for completeness, oversee the review of plans for compliance with this Code, and issue notifications to applicants. The term "development review director" is synonymous with the terms "development review coordinator" and "city engineer" as they are used in this Code.

Development right means any specific right to use real property which inures to an owner of real property through the common law, statutory law of real property, the United States and state constitutions and as further defined and delineated in this Code.

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

Division and dividing of land means:

- (1) The act of describing, by metes and bounds, platting or otherwise, one or more parcels of land which are lesser parcels of the original parcel or a recombination of lesser parcels or original parcels with another parcel for the purpose of conveying any interest in a parcel of land;
- (2) The act of describing, by metes and bounds, platting or otherwise, an easement or fee for accessway or right-of-way purposes;
- (3) The act of conveying any of the interests in land described in subsection (1) or (2) of this definition; or
- (4) The commencement of construction of a street, or a portion thereof, which is not platted.

Docking facility means a water-oriented structure(s) designed for the launching, retrieval, storage or mooring of 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.

Drainage system includes the roadside swales, curb and gutter, valley gutter, inlet piping, lateral swales and related structures used to collect and transmit stormwater runoff from streets and lots to the detention or retention areas and percolation areas.

Driveway means a type of access point which provides vehicle access from a street to a single parcel of land containing two or fewer dwelling units in a single structure and from which vehicles may legally enter or leave the street in a forward or backward motion.

Duplex means a single, freestanding, conventional building on a single lot, designed for two dwelling units under single ownership, or wherein each dwelling unit is separately owned or leased but the lot is held under common ownership.

Dwelling unit means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy, or for rental or lease on a weekly, monthly or longer basis, which is physically separated from any other rooms or dwelling units which may be in the same structure, and which contains sleeping and sanitary facilities and one kitchen. The term "dwelling unit" does not include rooms in hotels, motels or institutional facilities. Types of dwelling units are further defined in chapter 4 of the Land Development Code.

Easement means a grant of a right to use land for specified purposes. It is a nonpossessory interest in land granted for limited use purposes. Where the term "easement" is preceded by the term "street" or any other adjective, the preceding term describes the easement's purpose.

Engineer means a professional engineer duly registered and licensed by the state.

Equivalent residential connections means the total number of meter equivalents using the methodology of the state public service commission. The term "equivalent residential connections" is synonymous with the term "equivalent residential units" as used by the state public service commission.

Excavation depth means the vertical distance measured from the lowest existing natural grade along the bank of the proposed excavation to the deepest point of the proposed excavation.

Expressway means an arterial highway, usually divided, designed for the safe and relatively unimpeded movement of large volumes of through traffic, with full or partial control of access and grade separations at most intersections.

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.

F.A.C. The abbreviation "F.A.C." refers to the Florida Administrative Code.

FDOT means the Florida Department of Transportation.

FLUCCS, as applied to the protected species requirements of this Code, means the Florida Land Use, Cover and Forms Classification System, published by the state department of transportation.

Facade means the exterior faces of a building.

Facade, primary. See section 3-489.

Fast food restaurant means an establishment whose principal business is the sale of food or beverages in a ready-to-consume state, for consumption either within the restaurant building, or off the premises, and which may contain drive-through facilities.

Feepayer means a person applying to the city, or to its authorized representative, for the issuance of a building permit, mobile home move-on permit or recreational vehicle development order for a type of land development activity specified in section 2-386(a), regardless of whether the person owns the land that is to be developed.

Final development order means a development order issued pursuant to chapter 3 of this Code.

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

Fish and wildlife conservation commission, as applied to the protected species requirements of this Code, means the state game and fresh water fish commission, or its successor.

Fishing pier includes observation deck.

Frontage street means a type of access street which runs parallel to the adjacent arterial or collector street right-of-way and which separates the abutting properties from the right-of-way.

Furnishing zone means that portion of the right-of-way adjacent to the sidewalk used for street trees, street furniture, landscaping, transit stops, street lights and site furnishings.

Furniture, street. See *Street furniture*.

Glazing means the fitting of a building with glass, usually for windows or door covers.

Habitable floor means any floor area usable for living purposes, including working, sleeping, eating, cooking or recreation, or any combination thereof. Bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas are not considered habitable space.

Habitat, as applied to the protected species requirements of this Code, means the place or type of site where a species naturally or normally nests, feeds, resides or migrates, including, for example, characteristic topography, soils and vegetative covering.

Habitat, occupied, as applied to the protected species requirements of this Code, means property that provides critical habitat and which is documented to be actively utilized by a listed species.

Habitat, significantly altered, as applied to the protected species requirements of this Code, means critical or occupied habitat which has been altered due to natural or manmade events.

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

Health department and county health department means the county public health unit organized pursuant to F.S. § 154.001 et seq.

Herbaceous plant means a plant with little or no woody tissue, primarily consisting of grasses, rushes and sedges. Trees and shrubs are not herbaceous plants.

Impervious surface means those surfaces which do not absorb water, and includes all water bodies, structures, driveways, streets, sidewalks, other areas of concrete, asphalt, compacted layers of limerock or shell, and certain parking areas. In the case of storage yards, areas of stored materials constitute impervious surfaces.

Improvement to land means any change to land or to any structure on the land, and shall include any movement or grading of land, except grading which is incidental to the removal of exotic vegetation and which is not prohibited by chapter 5; clearing of indigenous vegetation; and the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; provided, however, that any change to a building which does not involve a change in the building floor area shall not be deemed an improvement to land.

Individual sewage disposal system or facility means those sewage systems which include a septic tank, a system of piping, and a soil absorption bed or drainfield, as further defined and regulated by F.S. ch. 381 and F.A.C. ch. 10D-6.

Industrial means the use of a building or structure primarily for the storage, packaging or distribution of goods; the assembly, fabrication or manufacture of goods, either from raw materials or other goods; and the basic processing of foodstuffs.

Intensity of use means the extent to which nonresidential land is used as measured in terms of square footage of buildings, impervious surfaces, traffic generation, water consumption and sewage created.

Interior completion permit means any permit issued by the building official, which permits completion of a shell building or unit within a shell building, by authorizing work to finish interior units so that the building may receive a certificate of occupancy.

Intersection means the general area where two or more roads, streets, access ways or access points join or cross.

Joint authority. Words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

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

Keeper and proprietor. The terms "keeper" and "proprietor" include any person, firm, association, corporation, club or co-partnership, whether acting alone or through a servant, agent or employee.

LBR means limerock bearing ratio, for purposes of sections 3-302 and 3-532.

Land development activity means any change in land use, or any construction of buildings or structures, or any change in the use of any building or structure that attracts or produces vehicular trips.

Land Development Code means the City of Bonita Springs, Florida, Land Development Code, as designated in section 1-1.

Land use map means the map adopted by the city council, which delineates land use categories of the comprehensive plan.

Landscape architect means a professional landscape architect duly registered and licensed by the state.

Large development means a project of ten acres or more in land area or two acres or more in impervious area.

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

Living unit means any temporary or permanent unit used for human habitation.

Local roadway means streets with primary function being to serve adjacent properties. As such, it provides the linkage from adjacent land uses to the collector street system. Through volume service is not a function of local streets.

Lot means a parcel of land considered as a unit.

Lot area means the total horizontal area within the lot lines.

Lot, corner, means:

- (1) A lot located at the intersection of two or more streets where the corner interior angle formed by the intersection of the two streets is 135 degrees or less.
- (2) A lot abutting a curved street if straight lines drawn between the intersections of the side lot lines and the street right-of-way or easement to the foremost point of the lot form an interior angle of less than 135 degrees. (See section 3-524.)

Lot depth means the distance between the midpoints of the front lot line and the rear lot line. The midpoint of a curved front or rear lot line shall be considered to be the midpoint of a straight line connecting the points of its intersection with the side lot lines. (See section 3-525.)

Lot, double-frontage, means any lot, not a corner lot or through lot, having two or more property lines abutting a street right-of-way or easement. (See section 3-526.)

Lot, flag, means a lot not fronting on or abutting a street, and where access to the street is by a narrow private easement; or an L-shaped lot or other irregularly shaped lot which abuts and has access to a street but does not comply with the minimum frontage requirements of chapter 4. (See section 3-526.)

Lot, frontage, means the distance measured along a straight line between the points of intersection of the side lot lines with the street right-of-way or easement. (See section 3-526.)

Lot, interior, means any lot not defined as a corner, double-frontage or through lot. (See section 3-526.)

Lot line means a line which delineates the boundary of a lot.

Lot line, front, means the lot line which divides the lot from a street right-of-way or easement. (See section 3-526.)

Lot line, rear, means that lot line which is parallel to or concentric with and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to or concentric with and at the maximum possible distance from the front lot line shall be considered to be the rear lot line. In the case of a through lot, there shall be no rear lot line. In the case of a through frontage lot, the line directly opposite from the front line shall be designated as either a rear line or a side line depending upon the designation of the adjacent property. In the case of corner lots, the rear lot line shall be the line most nearly parallel to or concentric with and most distant from the front line most prevalent along the block. (See section 3-526.)

Lot line, side, means any lot line other than a front or rear lot line. (See section 3-526.)

Lot, L-shape, means an irregular lot shape, such as one in the shape of an "L" or "T," which meets the minimum frontage requirements of chapter 4. (See section 4-704.)

Lot of record means a lot which is part of a plat which has been lawfully recorded in the plat books in the office of the clerk of the circuit court and is in compliance with F.S. ch. 177, or a parcel of land, the deed of which was lawfully recorded in the office of the clerk of the circuit court on or before January 28, 1983.

Lot, through, means any lot having two opposite lot lines abutting a street right-of-way or easement. (See section 3-526.)

Lot width means the distance between the side lot lines, or a front and side lot line for corner lots, as measured along the minimum required street setback line. (See section 3-526.)

Luminaire means any one of a variety of lighting units including, but not limited to, florescent light fixtures, flood lights, spot lights, parking lights, and security lights.

Management, as applied to the protected species requirements of this Code, means a series of techniques applied to maintain the viability of species in a location. These techniques include, but are not limited to, controlled burning, planting or removal of vegetation, exotic species control, maintaining hydrologic regimes, and monitoring.

Management plan, as applied to the protected species requirements of this Code, means a plan prepared to address conservation and management of listed species and their habitat, which is approved by the director, following recommendations from the fish and wildlife conservation commission.

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*).

Mansard roof is a roof with two slopes, the lower almost vertical to allow extra roof space for the attic rooms.

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.

Medical office means standard office space for the dispensing of medical and health-related services, including outpatient clinics incidental to such offices. Users may include medical doctors, osteopaths, chiropractors, naturopaths, nurse practitioners, health maintenance organizations and similar group practices, psychiatrists, clinical psychologists, counselors of all sorts and other similar licensed or professional practitioners, but shall not include small animal hospitals or other veterinary clinics.

Mobile home means a building, manufactured off the site in conformance with the Federal Mobile Home Construction and Safety Standards (24 CFR 3280 et seq.), subsequently transported to a site complete or in sections where it is emplaced and tied down in accordance with F.A.C. ch. 15C-1, with the distinct possibility of being relocated at a later date. Mobile homes not located within an established mobile home park will be treated as a single-family residence for impact fee calculation purposes.

Mobile home move-on permit means an official document or certification authorizing any purchaser, owner, mover, installer or dealer to move a mobile home onto a particular site. The term "mobile home move-on permit" also includes a permit authorizing the tie down of a park trailer in a mobile home zoning district.

Month means a calendar month.

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

Multi-modal means more than one travel mode, including vehicles/automobiles, bicycle, bus/transit, and pedestrian.

Multi-use path means a facility that is physically separated from the roadway and typically accommodates bi-directional travel by alternate modalities such as bicyclists and pedestrians. A multi-use path must be 11 feet or wider. Also known as a shared use path.

Multifamily means multiple-family building, duplex, two-family attached, townhouse and timeshare, as those terms are defined in this section.

Multiple-family building means a group of three or more dwelling units within a single conventional building, attached side by side, or one above another, or both, and wherein each dwelling unit may be individually owned or leased but the land on which the building is located is under common or single ownership. Dwelling units, other than caretaker's quarters, which are included in a building which also contains permitted commercial uses shall also be deemed to be multiple-family dwelling units.

Navigable channel means the area within a natural waterbody that has a minimum of three feet of water depth at mean low water. In artificial waterbodies, the navigable channel is measured from mean high waterline to mean high waterline.

Nonresidential means all commercial development excluding all residential development, and including multi-unit residential development.

Notary, notarize(d). Whenever the terms "notarize" or "notarized" appear, they expressly include and contemplate the use of the written declaration set forth under F.S. § 92.525 so long as the cited statutory requirements are met, except that written declarations may not include the words "to the best of my knowledge and belief" as this limitation is not permitted by the provisions of this Code.

Oath includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath; and in such cases the terms "swear" and "sworn" shall be equivalent to the terms "affirm" and "affirmed."

Occupied habitat buffer area, as applied to the protected species requirements of this Code, means occupied habitat, the dimensions of which coincide with the recommended buffer guidelines established in section 3-536 and section 3-456(b).

Office means the use of a building or structure primarily for the sale of professional, medical, financial or other services, as opposed to the sale or manufacture and storage of goods.

Officer and official. Whenever reference is made to any officer or official, the reference shall be taken to be to such officer or official of the city.

On-road bike facilities or bike lane means a portion of a roadway which has been specifically designated for the use of bicyclists. See also *Bike lane, shared*.

Open space means:

- (1) Areas of preserved indigenous native vegetation and areas replanted with vegetation after construction, such as natural systems, lawns, landscaped areas and greenways, which comply with the minimum dimensional requirements of section 3-417(d).
- (2) The outdoor recreational facilities as listed in section 3-417(d)(2)d.

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- (3) That portion of bodies of water, existing or proposed, that are within the proposed development area and subject to the restrictions and limitations in section 3-417(d)(2)c.
 - (4) Archaeological sites, including any area that contains evidence of past human activity ranging from large mound and midden complexes to a group of artifacts, the boundary and extent of which is determined by a survey by a professional archaeologist.
 - (5) Plazas, atriums, courtyards and other similar public spaces as specified in section 3-417(d)(2)e.

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

Overhang means:

- (1) The structural projection of an upper story or roof beyond the story immediately below;
- (2) The portion of a vehicle extending beyond the wheel stops or curb.

Owner, as applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

PCP (permanent control point) means a marker as defined in F.S. § 177.031(13).

PRM (permanent reference monument) means a monument as defined in F.S. § 177.031(15).

Parapet means the part of an exterior wall that extends above the roof.

Parcel. See *Lot*.

Parking areas means all areas, paved or unpaved, designed, used or intended to be used for the parking or display of vehicles, excluding:

- (1) Areas used for parking or vehicle display that are under or within buildings;
- (2) Parking areas serving a single structure of two dwelling units or less; and
- (3) Areas used for the temporary storage of construction equipment.

Parking lot access means an accessway which provides vehicle access from a street to a parking lot containing five or more parking spaces, but from which vehicles are restricted to entering or leaving the street in a forward motion only.

Parking lot aisle means the portions (lanes) of a parking lot which provide direct access to individual parking spaces.

Pedestrian means a person on foot or in a wheelchair.

Pedestrian-scale means the use of human-proportioned architectural features and site design elements clearly oriented to pedestrian activity. Such elements are typically smaller in scale and more proportional to the human body, rather than monumental or large-scale, and include surface texture and patterns, lighting, colors, materials, and architectural details.

Permanent traffic means the traffic that a development can reasonably be expected to generate on a continuing basis upon completion of the development. The term "permanent traffic" does not mean the temporary construction traffic.

Permit means any official document or certificate required or issued by the city authorizing performance of a specified activity.

Permit, interior completion, means any permit issued by the building official that will permit completion of a shell building, or unit within a shell building, by authorizing work to finish interior units so that the building may receive a certificate of occupancy.

Planned development means a development that is designed and developed as a cohesive, integrated unit under single ownership or unified control which permits flexibility in building siting, mixture of housing types or land uses, clustering, common functional open space, the sharing of services, facilities and utilities and protection of environmental and natural resources. Planned developments are those zoning districts designated in chapter 4 as PUD, RPD, MHPD, RVPD, CFPD, IPD, AOPD, CPD, or MPD.

Planned development rezoning means any rezoning to a planned development zoning district pursuant to chapter 4.

Plat means a plat as defined by F.S. § 177.031(14), as amended.

Portico means an architectural entry feature structurally supported by columns or arches and protecting a doorway or walkway from the elements.

Preliminary development order means any development order other than a final development order.

Primary public hurricane shelter means a structure designated by the division as a place for shelter during a hurricane event. Only those structures located outside of the coastal high hazard area that have been designated by the city or the American Red Cross as primary shelters meet this definition.

Private street means a street that:

- (1) Is not dedicated to the public; or
- (2) Has been dedicated to the public but the offer has not been accepted by the board through express action at a public hearing.

Private water system means a water system that is supplied by a well, spring or other similar source of water, that is used for human consumption by four dwelling units or less and is regulated by F.S. ch. 381 and F.A.C. ch. 10D-4, as amended.

Property means:

- (1) Real and personal property; and
- (2) As applied to the protected species requirements of this Code, means the land which is the subject of the specific development application.

Public health, safety and welfare includes, but is not limited to, comfort, good order, appearance, convenience, law enforcement and fire protection, prevention of overcrowding of land, avoidance of undue concentration of population, facilitation of the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreation facilities, housing and other requirements and services; and conservation development, utilization and protection of natural resources.

Public or institutional use means a land use that cannot be classified in any other land use category included in the fee schedules on file in the city clerk's office.

Public or private warehouse means indoor terminal facilities, either available to the general public at a fee for the dead storage of farm products, furniture and other household goods or commercial or private goods of any nature or operated primarily for a specific commercial establishment or group of establishments in a particular industrial or economic field, such as moving companies, transfer companies, freight delivery, specific retail store storage or beverage distribution, but not generally accessible to the public.

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.

Public sewage system means a sewage system that contains a wastewater treatment plant, is not an individual sewage disposal system, and is not regulated by the state.

Public street means a street that has been dedicated to the public and where the public, through use of the street, or the city council, through express action at a public hearing, has accepted the offer of dedication. Regardless of the council's acceptance of the offer of public dedication, the council may or may not have accepted the street for maintenance purposes.

Public water system means a water system that is not a private water system, and includes those water systems regulated by the state and defined as public water systems by the state.

Receiver parcel means a parcel of land on which a development right is used.

Recreation facilities.

- (1) *Recreation facilities, commercial*, means recreation equipment or facilities not classified as a park (section 4-408(c)(32)), or as personal, private-on-site, or private-off-site facility, but instead operated as a business and open to the public for a fee. See section 4-408(c)(38).
- (2) *Recreation facilities, personal*, means recreation equipment or facilities such as swimming pools, tennis, shuffleboard, handball or racquetball courts, swings, slides and other playground equipment provided as an accessory use on the same premises and in the same zoning district as the principal permitted use and designed to be used primarily by the owners, tenants, or employees of the principal use and their guests.
- (3) *Recreation facilities, private on-site*, means recreation equipment or facilities such as swimming pools, tennis, shuffleboard, handball or racquetball courts, swings, slides and other playground equipment which are owned, leased or operated by a homeowners', co-op, or condominium association and located in the development or neighborhood controlled by the association.
- (4) *Recreation facilities, private off-site*, means recreation equipment or facilities such as, but not limited to, swimming pools, tennis, shuffleboard, handball or racquetball courts, picnic facilities, swings, slides and other playground equipment owned, leased or operated by a homeowners', co-op, or condominium association for use by the association's members and guests, but which are not located in the development or neighborhood controlled by the association.

Recreational vehicle means a recreational vehicle type unit which is so defined in F.S. § 320.01(b).

Recreational vehicle development order means a final development order, as that term is used in chapter 3, permitting the placement of recreational vehicles on any area of land.

Redevelopment means construction of new buildings, typically after demolishing the existing buildings.

Regulatory standards means the minimum acceptable level of service as set forth in the comprehensive plan or this Code, whichever is more restrictive.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions of features of the property which are significant to its historical architectural and cultural values.

Retail means the use of a building or structure primarily for the sale of goods or foods that have not been made, assembled or otherwise changed in a way generally associated with manufacturing or basic food processing in the same building or structure.

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

Reverse frontage street means a local street or accessway that functions as an access street but which is not located adjacent to the arterial or collector street right-of-way.

Road has the same meaning given it in F.S. § 334.03(23).

Road capital improvement includes transportation planning, preliminary engineering, engineering design studies, land surveys, right-of-way acquisition, engineering, permitting and construction of all the necessary features for any road construction project, including but not limited to:

- (1) Construction of new through lanes;
- (2) Construction of new turn lanes;
- (3) Construction of new bridges;
- (4) Construction of new drainage facilities in conjunction with new roadway construction;
- (5) Purchase and installation of traffic signalization, including new signalization and upgrading signalization;
- (6) Construction of curbs, medians and shoulders;
- (7) Construction of on-road bikeways and bikepaths; and
- (8) Relocating utilities to accommodate new roadway construction.

Road expansion means all road and intersection capacity enhancements, and includes, but is not limited to, extension, widening, intersection improvements, upgrading signalization and improving pavement conditions.

Roadway is a general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes, including the travelway, shoulders and swales, but which has not been accepted by the board.

Service area means:

- (1) The area subject to a fire control and rescue district's taxing authority by virtue of a valid special act establishing the fire district's boundaries within the city, as its boundaries may change from time to time. The term "service area" also includes an area the district provides fire and emergency medical services to by virtue of a valid interlocal or contractual agreement; or
- (2) The geographical region consisting of the lots being served or being proposed to be served by a public facility, including, but not limited to, public water or sewage systems.

Setback line, front or street, means a line drawn parallel to or concentric with the front lot line at a distance from the lot line equal to the setback required by chapter 4 for the classification of street upon which the lot abuts. If the front line is curved, the setback line shall be a curved line drawn an equal distance back from the intersections of the side lot lines with the street right-of-way line, and with the required setback measured at the point where the setback line is closest to the front lot line. (See section 3-526.)

Sever means the removal or separation of some specified right or use from the bundle of rights possessed by an owner of real property. The term "sever" connotes a removal or separation in perpetuity as distinguished from a restriction or limitation which may be overridden, deleted or subject to a time limitation.

Sewage system means a system of pipes, pumps, tanks or wastewater treatment plants and all other appurtenances or equipment needed to treat, transport and dispose of sewage.

Shell building means any commercial or industrial building, or portion of a building, so constructed to consist exclusively of exterior walls and unfurnished interior units with rough staged utilities, so as to preclude occupancy. The term "shell building" does not include agricultural or residential buildings.

Shopping center means an integrated group of commercial establishments planned, developed, owned or managed as a unit. A shopping center consists primarily of retail establishments, but may also contain some other uses, such as restaurants, medical or general offices. Shopping center out parcels will be treated as separate uses.

Sidewalk means any portion of a street between the curblin and the adjacent property line intended for the use of pedestrians.

Sidewalk, off-site, means a pedestrian facility which is exterior to a parcel being improved and located in the right-of-way of the arterial or collector road adjacent to that parcel or within an easement dedicated to the public.

Sidewalk, on-site, means a pedestrian facility which is located within the boundaries of the parcel being improved.

Single-family residence means a single, freestanding, conventional building designed for one dwelling unit and which could be used for occupancy by one family.

Site-related improvements means capital improvements and right-of-way dedications for direct access improvements to the development in question. Direct access improvements include, but are not limited to, the following:

- (1) Site driveways and roads;
- (2) Median cuts made necessary by those driveways or roads;
- (3) Right turn, left turn, and deceleration or acceleration lanes leading to or from those driveways or roads;
- (4) Traffic control measures for those driveways or roads;
- (5) Access or frontage roads that are not shown as planned county or city-built or publicly owned roads on the county or city's access road location map, as amended;
- (6) Roads or intersection improvements whose primary purpose at the time of construction is to provide access to or within the development;
- (7) Unless required by the county or city pursuant to the criteria in section 3-283, access or frontage roads that enable a parcel to achieve site location standards for commercial development; and
- (8) Unless required by the county or city pursuant to the criteria in section 3-283, roads that provide frontage for newly created lots that would not normally have frontage.

Slip means a space designed for the mooring or storage of a single boat, 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 are not considered wet slips.

Small development means a project of less than ten acres in land area and less than two acres in impervious area.

Soils classification means those categories and types of soils identified by the United States Department of Agriculture soil survey of the city.

State means the State of Florida.

Statutory development agreement means any agreement made specifically pursuant to the Florida Local Government Development Agreement Act. All other terms which are used in any statutory development agreement made by the city pursuant to the Florida Local Government Development Agreement Act, as such act may be amended from time to time, shall be defined as set forth in F.S. § 163.3221, unless otherwise specifically defined in a particular statutory development agreement. Terms not so defined shall be given their ordinary and customary meanings.

Stormwater management system includes the detention or retention areas, percolation trenches, discharge structures and outfall channels provided to control the rate of stormwater runoff within and from a development.

Street.

(1) The term "street" means:

- a. An accessway which affords the principal means of ingress or egress for two or more parcels of land; or
- b. A right-of-way or roadway which affords the principal means of ingress or egress for a parcel of land.

(2) The term "street" is synonymous with the term "avenue," "boulevard," "drive," "lane," "place," "road" or "way," or similar terms.

Street furniture means benches, lighting, bike racks and shelters, newsstands, informational signs, kiosks, waste receptacles, and other related infrastructure used to support the use of the street as public space.

Street right-of-way is a general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes, which has been dedicated to the public and accepted by the board.

Street stub means a street having one end open for vehicular traffic and the other terminated without a turnaround for vehicles.

Structure means that which is built or constructed. The term "structure" shall be construed as if followed by the words "or part thereof."

Structure Limitation Line means a line extending into the waterbody from a property corner at a 45-degree angle from the property line. The Structure Limitation Line angle calculation is defined by its measure and is not dependent on the length of the property line. If the property line is a curve the Structure Limitation Line is measured from the tangent ray of the curve at the point of intersection. (See Figure 7.1a in Chapter 7 Section 7-358(b)). The Structure Limitation Line shall be utilized for permitting structures designed for water oriented uses only.

Subdivider means a person who creates a subdivision.

Subdivision.

(1) A subdivision is a type of development. The term "subdivision" means the following:

- a. The division of a lot wherein the new lot, or any remaining portion of the original lot, is less than ten acres in size;
- b. The division of a lot, the result of which is the extension of an existing street or the establishment of a new street;
- c. Creation of a condominium as defined in F.S. chs. 718 and 721, except that condominium developments are exempt from the provisions of this Code that require platting under F.S. ch. 177.

(2) The combination or recombination of up to three lots of record is not a subdivision provided that all resulting lots comply with chapter 4, the comprehensive plan and all other applicable provisions of this Code. Specific provisions relating to the recombination of up to three lots are contained in section 3-231.

(3) The term "subdivision" includes resubdivision or redivision and, when appropriate to the context, also means the process of subdivision or the land subdivided.

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

Surveyor means a professional land surveyor duly registered and licensed by the state.

TDR means transfer of development rights.

TDR unit means one dwelling unit or its equivalent density.

Tenant or occupant, as applied to a building or land, include any person holding a written or oral lease or who occupies the whole or part of such building or land, either alone or with others.

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.

Timeshare means any arrangement, plan, scheme or similar device, other than an exchange program, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement by any other means, whereby a purchaser, for consideration, receives ownership rights in or a right to use accommodations, and facilities, if any, for a period of time less than a full year during any given year, but not necessarily for consecutive years, as defined in F.S. § 721.05.

Timeshare unit means:

- (1) Any dwelling unit or rooming unit for which a timesharing plan, as defined in F.S. ch. 721, has been established and documented.
- (2) A type of ownership that complies with the provisions of F.S. ch. 721, where a purchaser, in exchange for consideration, receives ownership rights to occupy a unit for a period of time less than a full year for the duration stated in the instrument of conveyance.

Total Included Angle means the shape formed over the canal by two property lines diverging from the common property corner which is used to determine the Boat Limitation Line as it extends into the canal. The Total Included Angle is measured between the property lines extending along the seawall on either side of the common property corner. The Total Included Angle is defined by its measure and is not dependent on the length of either property line. If one or both of the property lines is a curve the Total Included Angle is measured from the tangent ray(s) of the curve at the point of intersection. (See Figures 7-1b – 7.1e in Section 7-358(b)).

Townhouse means a group of three or more dwelling units attached to each other by a common wall or roof wherein each unit has direct exterior access and no unit is located above another, and each unit is completely separated from any others by a rated firewall or a fire and sound resistant enclosed separation or space, and wherein each dwelling unit is on a separate lot under separate ownership.

Trafficway means an existing or planned public right-of-way, the primary, though not necessarily the sole, purpose or use of which is to facilitate through movement of direct access to abutting properties. A trafficway may represent a freeway, expressway, arterial or collector street.

Transportation concurrency exception areas means areas designated under the comprehensive plan that allow exceptions to the transportation concurrency management requirement to promote urban infill development, urban redevelopment, or downtown revitalization.

Transportation concurrency management areas means compact geographic areas designated under the comprehensive plan with existing or proposed multiple, viable alternative travel paths or modes for common trips, which employ the use of an area-wide level of service standard and an accommodation and management of traffic congestion for the purpose of promoting infill development or redevelopment in a manner that supports more efficient mobility alternatives.

Turn lane means a width of pavement required to protect the health, safety and welfare of the public and reduce adverse traffic impacts from turning movements generated by a development on to and off of a street. Turn lanes shall include and enhance turning, acceleration, deceleration or storage movements of vehicles as required by this Code.

Two family as used in this Code, includes the term "duplex" as defined in chapter 4 of the Land Development Code.

Unified control means that a single property owner or entity has been authorized by all owners of the property to represent them and to encumber the parcel with covenants and restrictions applicable to development of the property as approved by the city.

Unified control document means a notarized statement evidencing a property owner's or entity's right and authority to impose covenants and restrictions on the parcel or otherwise bind the property with respect to conditions necessary to secure the approval requested. A notarized statement submitted to the city establishing a property owner's or entity's right and authority to impose covenants and restrictions on a parcel as a result of the issuance of development approval in accordance with this Code. The unified control document also constitutes an agreement that the property owner will not transfer, convey, sell or subdivide the subject parcel unencumbered by the covenants and restrictions imposed as part of the development order permitting process.

Used for includes the terms "arranged for," "designed for," "maintained for" or "occupied for."

Vehicle use area means all ground level impervious surfaces, including impervious parking areas, that may be used by vehicles for parking, circulation, and similar activities within the development. Street right-of-way, roadway easement, and those areas excluded from the definition of parking area are exempted.

Volume to capacity ratio means the ratio of traffic volume to the adopted level of service threshold (i.e., capacity) for a road.

Wall, front, means the wall closest to, and running roughly parallel to, the front lot line. On a corner lot, there are two front walls.

Water detention/retention area means a water storage area with a bottom elevation lower than one foot above the control elevation of the area.

Water system means a system of pipes, pumps, water treatment plants or water sources, and all other appurtenances or equipment needed to treat, transport and distribute water.

Week means seven consecutive days.

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.**¹

Written or in writing includes any representation of words, letters or figures, whether by printing or otherwise.

Year means a calendar year.

Zoning board means the city board that hears requests for zoning variances and performs the duties set forth in section 4-124.

Zoning ordinance means that document as adopted, and as may be amended by the city council for the purpose of dividing the incorporated area of the city into zoning districts and providing for the regulation of uses, land and structures within such districts, as set out in chapter 4.

(Ord. No. 05-04, § 2(9-5), 4-6-2005; Ord. No. 18-06, § 1, 5-16-2018; Ord. No. 21-08, § 2(Exh. A), 10-20-2021)

¹Editor's note(s)—**This definition is meant for work relating to dock and shoreline only. The term work can be found elsewhere in the Land Development Code.



**Local Planning Agency
MINUTES
City of Bonita Springs City Hall
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135
Thursday, June 8, 2023
9:00 A.M.**

I. CALL TO ORDER.

Chairman Jeff Maturo called the meeting to order at 9:00 A.M.

II. ROLL CALL.

Members in attendance: Chairman Jeff Maturo, Board Member Daniel Dhooghe, Board Member Steve Lohan and Board Robert Bornstein

Absent: Board Member Robert Lombardo, and Board Member Lane Morlock

Chairman Maturo stated Board Member Morlock informed the Clerk of his resignation due to travel conflicts.

III. PUBLIC COMMENTS

**IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE
AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA
SPRINGS COMPREHENSIVE PLAN.**

A. CHAPTER 4, SEC. 4-1052-BACK YARD HENS

Sean Gibbons, Planner with Community Development presented the proposed amendments. He stated the change is allow no cap on the number of households that can have a permit.

Board Member Bornstein asked how enforcement handled. Sean Gibbons stated Neighborhood Services is in charge of enforcement.

Sean Gibbons stated the permit is with the owner not the property.

Chairman Maturo made a motion to approve; Board Member Bornstein second; Approved 5-0 (Member Lombardo and Morlock absent)

B. CHAPTER 7, ARTICLE II, SEA TURTLES

Laura Gibson, Environmental Specialist with Community Development, provided an overview of the proposed amendments.

Board Member Bornstein asked how the changes effect existing buildings.

Laura Gibson replied they would make the updates during repair or replacement.

Chairman Maturo motioned to approve; Board Member Dhooghe second; Approved 5-0 (Members Lombardo and Morlock absent)

C. CHAPTER 7, ARTICLE II, DOCK AND SHORELINE STRUCTURES

Laura Gibson provided an overview of the proposed amendments.

Chairman Maturo called for Public Comments:

- John Siekmann with Stokes Marine spoke in opposition to the repairing line changes. Would like no setbacks in respect to installing docks.*

John Dulmer, Community Development Director answered questioned from the Board.

Chairman Maturo made a motion to table the item to the next meeting; Board Member Bornstein second; Approved 5-0 (Members Lombardo and Morlock absent)

V. UPDATE FROM APRIL LPA MEETING (LDC CHAPTER 4 AMENDMENTS)

Update given by Jackie Gensen with Community Development. Amendments for Downtown Signage, Ability to build single family homes in Mobile Home Districts and changes to Bonita Beach Road Corridor Standards were approved unanimously by City Council.

VI. NEXT MEETING.

Tentatively Scheduled for July 20, 2023.

Board Members Colapietro will not be available; Board Member Bornstein may not be available to attend.

VII. APPROVAL OF MINUTES: April 20, 2023

Board Member Lohan made a motion to approve; Second by Board Member Dhooghe; Approved 5-0 (Members Lombardo and Morlock absent)

VIII. ADJOURNMENT.

There being no further items to discuss, the meeting adjourned at 9:51 am.

Prepared by,

Teresa Grimes, Sr. Records & Compliance Clerk

Approved by the Local Planning Agency on the _____ of _____, 2023.

Jeff Maturo, Chairman



**Local Planning Agency
MINUTES
City of Bonita Springs City Hall
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135
Thursday, July 20, 2023
9:00 A.M.**

I. CALL TO ORDER.

Chairman Jeff Maturo called the meeting to order at 9:00 A.M.

II. ROLL CALL.

Members in attendance: Chairman Jeff Maturo, Board Member Daniel Dhooghe, Board Member Steve Lohan and Board Member Robert Lombardo

Absent: Board Member Robert Bornstein and Board Member Don Colapietro

III. PUBLIC COMMENTS

- *Ben Nelson of Nelson Marine Construction is in support of side setback. Presented handout to Board Members and the City Clerk*
- *John Siekmann of Stokes Marine, feels the proposed amendments are the same as the previously discussed. He is in agreement with Ben Nelson's comments.*

IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN.

Laura Gibson, Environmental Specialist with Community Development, provided an overview of the proposed amendments and answered questions from Board Members.

Discussion was held regarding setbacks, lot and vessel size and slip area definition.

Chairman Maturo made a motion the amendments are consistent with the Comp Plan; Second by Board Member Lombardo; passed unanimously.

Chairman Maturo made a motion to implement a 5-ft and 10-ft setbacks instead of the 45-degree angle that is proposed, Second by Board Member Lohan; passed unanimously.

V. UPDATE FROM JUNE LPA MEETING [LDC CHAPTER 4 (HENS) AND CHAPTER 7 AMENDMENTS (SEA TURTLES)]

Update given by Jackie Gensen with Community Development. Both items approved by City Council.

VI. NEXT MEETING.

Tentatively Scheduled for August 17, 2023.

VII. APPROVAL OF MINUTES: June 8, 2023

Board Member Dhooghe made a motion to approve minutes; Second by Chairman Maturo; Approved 4-0 (Members Bornstein and Colapietro absent)

VIII. ADJOURNMENT.

There being no further items to discuss, the meeting adjourned at 9:46 am.

Prepared by,

Teresa Grimes, Sr. Records & Compliance Clerk

Approved by the Local Planning Agency on the ____ of _____, 2023.

Jeff Maturo, Chairman