



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

CITY COUNCIL MEETING AGENDA

October 4, 2023
5:30 p.m.

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

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 2:00 p.m. on October 4, 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. Zoning and Land Use Items:
 - A. (Second Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES;

REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE. (Green Sheet No. 23-10-224)

9. Appeals:

- A. Consider the appeal for the use of employee dormitories in Bonita Bay and provide direction to staff. (Green Sheet No. 23-10-222)

10. Consent Agenda:

- A. Approval of the September 12, 2023, Draft Budget Hearing Meeting Minutes
- B. Approval of the September 20, 2023, Draft Budget Hearing Meeting Minutes
- C. Approval of the September 20, 2023, Draft City Council Meeting Minutes
- D. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-10-215)
- E. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-10-216)
- F. Approve a resolution to engage a firm for the City's Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services (CN 23-12) and authorize staff to enter into negotiations with the number one ranked firm, Q. Grady Minor & Associates, PA. (Green Sheet No. 23-10-210)
- G. Approve extension of Code Enforcement Hearing Examiner Agreement with Wilbur Smith LLC (Green Sheet No. 23-10-211)

- H. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work on Melody Lane, Hickory Blvd, W Terry Steet at Bel Rio, and the Terry Street roundabout for the amount of \$89,840.65. (Green Sheet No. 23-10-213)
- I. Approve a Resolution to engage three (3) firms for the City's NPDES Engineering Services (CN 23-19) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-10-214)
- J. Approve a one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A (Green Sheet No. 23-10-217)
- K. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2023-2024 soccer season. (Green Sheet No. 23-10-219)
- L. Approve contract modification #3 to the agreement with the Florida Division of Emergency Management for the Citrus Park Drainage Project, Phase 1. (Green Sheet No. 23-10-220)
- M. Approve a request from Shopping Shenanigans to host a weekly Flea Market to be held at Bonita Oaks Square located at 4450 Bonita Beach Road each Saturday morning from 9:00 a.m. to 1:00 p.m., from October 20, 2023- May 24, 2024. (Green Sheet No. 23-10-223)
- N. Authorize staff to work with Wright Construction Group for \$170,500.00 for priority one repairs at the Bonita Springs Community Pool. (Green Sheet No. 23-10-225)
 - Opportunity for City Council Comments on Consent Agenda

11. Mayor & Council Member Items:

12. City Attorney's Items:

- A. First reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR EFFECTIVE DATE. (Green Sheet No. 23-10-228)
- B. Approved purchase and sale agreement with Bonita Springs Utilities to convey a vacant portion of City-owned land for property for a future water well site. (Green Sheet No. 23-10-229)
- C. Adopt a zoning resolution to modify the Pelican Landing Development of Regional Impact (DRI) local development order to remove approximately 5.3+/- acres from the Pelican Landing DRI. (Green Sheet No. 23-10-221)

13. City Manager's Items:

- A. Discussion regarding offer from the Bonita Springs Fraternal Order of Eagles to donate a parcel of land abutting the northern end of Marni Fields and direction to staff. (Green Sheet No. 23-10-227)
- B. Approve Task Order #2 with Portland State University in the amount of \$20,600 for the drafting and adoption of the Optional Comprehensive Plan Amendments to be conducted concurrently with the State-required Comprehensive Plan Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.). (Green Sheet No. 23-10-226)
- C. Presentation and review of the August Financial Report (Green Sheet No. 23-10-218)
- D. Discussion regarding the City's legislative priorities and direction to staff. (Green Sheet No. 23-10-212)

14. Mayor and Council Member Reports:

15. Public Comment

16. Adjournment

REQUESTED MOTION: (Second Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES; REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE.

REQUESTOR: Jacqueline Genson, AICP, Community Development

AGENDA: Zoning and Land Use Items

STRATEGIC PRIORITY: N/A

BACKGROUND: This is the second reading of an amendment to the Bayview on Estero Bay CPD/RPD. The Applicant's request is to seek an amendment as follows:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations (signage and sidewalks); and
9. Modify the Master Concept Plan to provide for these changes.

The first reading and public hearing was held on September 6, 2023. This is the second reading where the Applicant and Staff will provide presentations on the request. The case was heard by the Zoning Board on August 15, 2023, with a recommendation to approve the request (4-2). An updated staff report was included as part of the first reading to supplement the entitlement history, minor changes to Condition 3 (heritage tree locations) and update to the City Council public hearing second reading date.

After the first reading there was three additional changes, which necessitated changes to the DRAFT Zoning Ordinance. These are mutually agreed upon changes that include the following: 1) Update the date of the Master Concept Plan based on changes to the indigenous preserve (Condition 3), which was discussed at the Zoning Board; 2) Update the indigenous preserve language(Condition 3); and 3) remove the tall structures permit requirement condition from the original zoning ordinance (not required by the Lee County Port Authority).

The Staff Report with Exhibits, Zoning Board Meeting Summary and Minutes, and DRAFT Zoning Ordinance are included as part this agenda item. Due to file size, Attachment A and B will be available digitally on the city website under the 10-04-23 City Council Meeting Agenda page.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Staff Report with Exhibits
2. Zoning Board Minutes
3. DRAFT Zoning Ordinance

REVIEWERS:

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

CASE A: PD22-94263-BOS

STAFF REPORT

Application Summary	Page 1
Background	Page 2
Conclusions	Page 6
Recommendation	Page 6

EXHIBITS:

A. Legal Description and Sketch of the Subject Property stamped August 16, 2022	Page 16
B. Master Concept Plan stamped received September 4, 2023	Page 19
C. Schedule of Uses	Page 22
D. Traffic Impact Statement Memorandum (Trip Conversion) dated July 20, 2022	Page 25
E. Temporary Signage and Graphics stamped received February 10, 2023	Page 30

ATTACHMENTS:

A. Staff Informational Analysis	
a. Background and Informational Analysis	Page 45
b. Current Zoning: Zoning Ordinance No. 20-06, Zoning Ordinance No. 21-03, and ADD21-86841-BOS	Page 54
c. Bayview II CPD, Lee County Zoning Resolution No. 19-024	Page 95
d. Public Comment	Page 105
B. Applicant's Informational Analysis	
a. Application	Page 106
b. Request and Bonita Plan and LDC Consistency Narrative	Page 135
c. Schedule of Deviations	Page 156
d. Archaeological Information	Page 164
e. Surface Water Management Narrative	Page 168
f. Protected Species Survey Report	Page 169
g. Environmental Assessment Mapping	Page 190
h. Heritage Tree Information	Page 192
i. Agency Permit Information (ERP, Mitigation, and Conservation Easement)	Page 205
j. Pre-filing and Post-sufficiency Neighborhood Meeting Information	Page 247

BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: AMENDMENT – PLANNED DEVELOPMENT
CASE NUMBER: PD22-94263-BOS
ZONING BOARD HEARING DATE: August 15, 2023
CITY COUNCIL HEARING DATES: September 6 and October 4, 2023
PLANNER: Jacqueline Genson, AICP

APPLICATION SUMMARY:

- A. Applicant: LB Estero Bay Investments, LLC and LB Raptor Development, LLC
- B. Agent: RVi Planning and Coleman, Yovanovich & Koester, P.A.
- C. Request: A request to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) to:
1. Increase the RPD boundary by 5.3 ± acres;
 2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
 3. Remove the ALF/ILF/CCRC development option (Option 1);
 4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
 5. Add RPD development regulations for townhomes and two-family attached homes;
 6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
 7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
 8. Add six new deviations; and
 9. Modify the Master Concept Plan to provide for these changes.
- D. Location: The property is located at the northwest corner of Coconut Road and Coconut Point Resort Drive. The Applicant indicates the STRAP numbers are: 074725B2010C30000, 074725B2010C10000, 074725B2010C20000, 074725B20100P00CE, and a portion of 074725B2000000010 (5.3 +/- acres).
- E. Future Land Use Map Designation: The property is designated as City of Bonita Springs Coconut Village (26.38+/- acres), Resource Protection (4.13+/- acres), and Lee County Outlying Suburban (5.3+/- acres)

- F. Current Zoning: The property was rezoned by the City to a Commercial Planned Development (CPD)/ Residential Planned Development (RPD) pursuant to Zoning Ordinance (ZO) 20-06 and amended in 2021 to increase the residential tower building height and amend the schedule of uses to add a hotel/motel use and a 7,500 square foot restaurant open to the general public in ZO-21-03. An administrative amendment to the Master Concept Plan was approved in ADD21-86841 to shift the building closer to Estero Bay based on graphics presented to the City Council at the public hearing for ZO-21-03. Please see Attachment A for planned development zoning history.
- G. The CPD/RPD is approved to allow for a Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR 300 multi-family dwelling units, a 7,500 square foot restaurant in the RPD; AND seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp in the CPD.
- H. Current Land Use: The property is currently approved for the phased construction of 224 residential units, marina uses, and associated infrastructure. A local development order is pending for the restaurant and other changes in anticipation that this amendment may be approved.

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

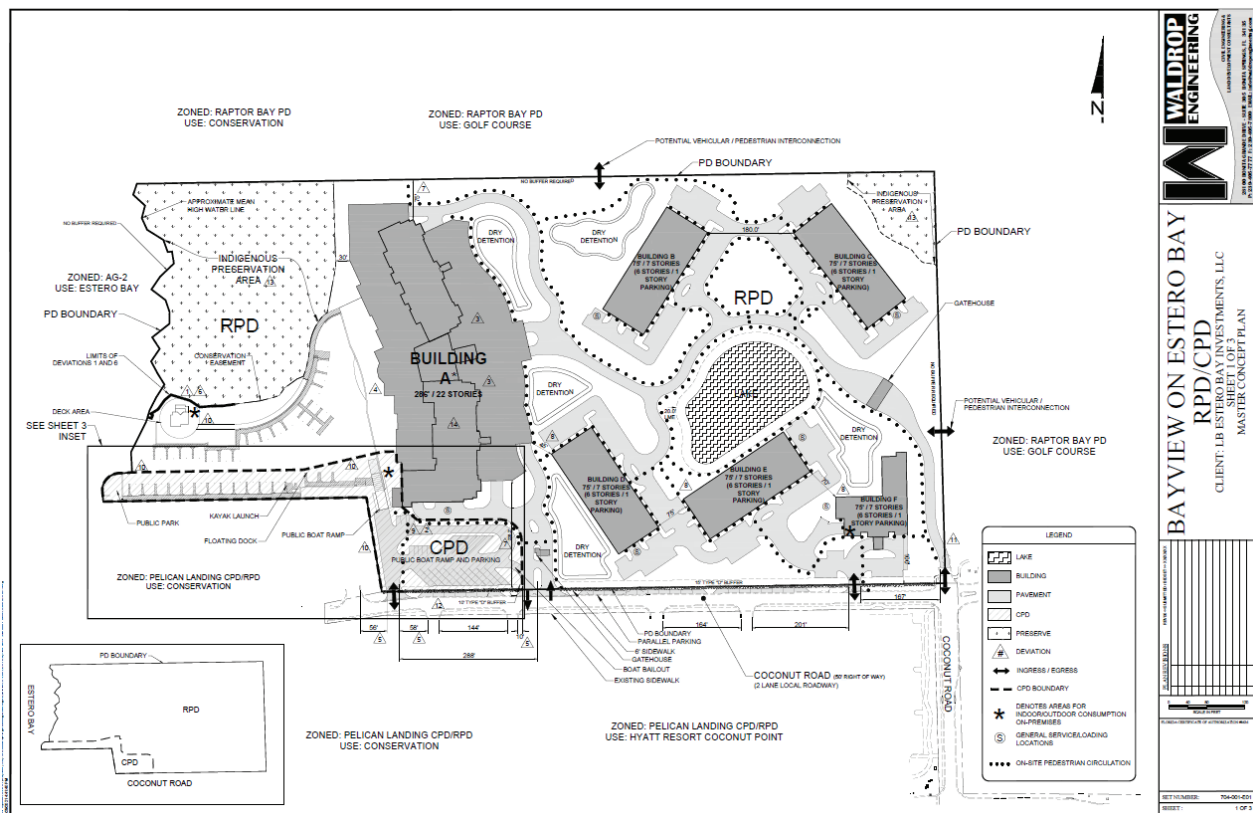
BACKGROUND:

Overview

The Applicant purchased the Bayview property and submitted land use and rezoning petitions for the property in 2018, which were approved by City Council in 2020 and amended in 2021. The current zoning contemplates two (2) residential development scenarios, both of which include a public access component to Estero Bay.

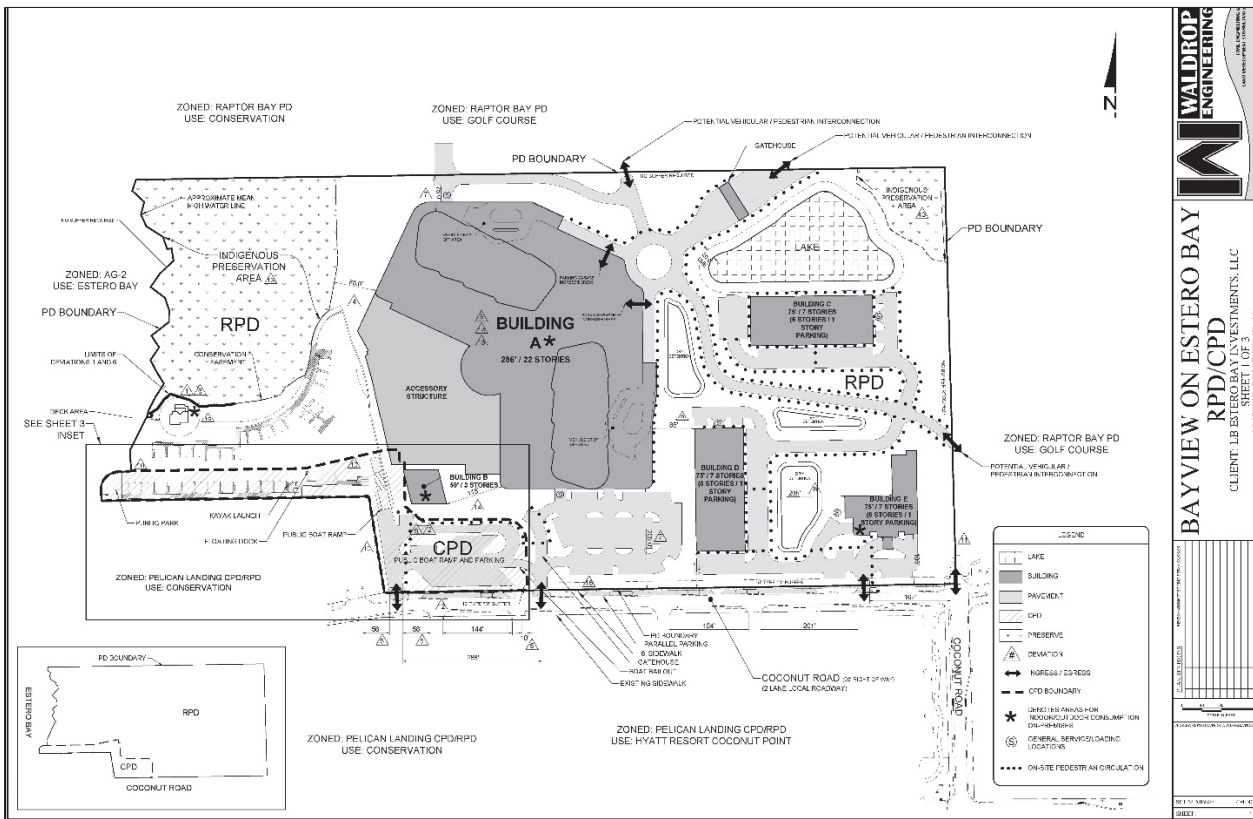
The residential development scenarios for the RPD portion contemplated a Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR up to 300 multi-family dwelling units. However, now that the local development order for the multi-family dwelling units is approved, the Applicant is requesting to eliminate the CCF development scenario. The RPD portion also includes a 7,500 square foot restaurant open to the public.

The CPD portion, which includes a public access component to Estero Bay, was approved for seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp.



Approved Master Concept Plan (ZO-21-03)

Source: Waldrop Engineering



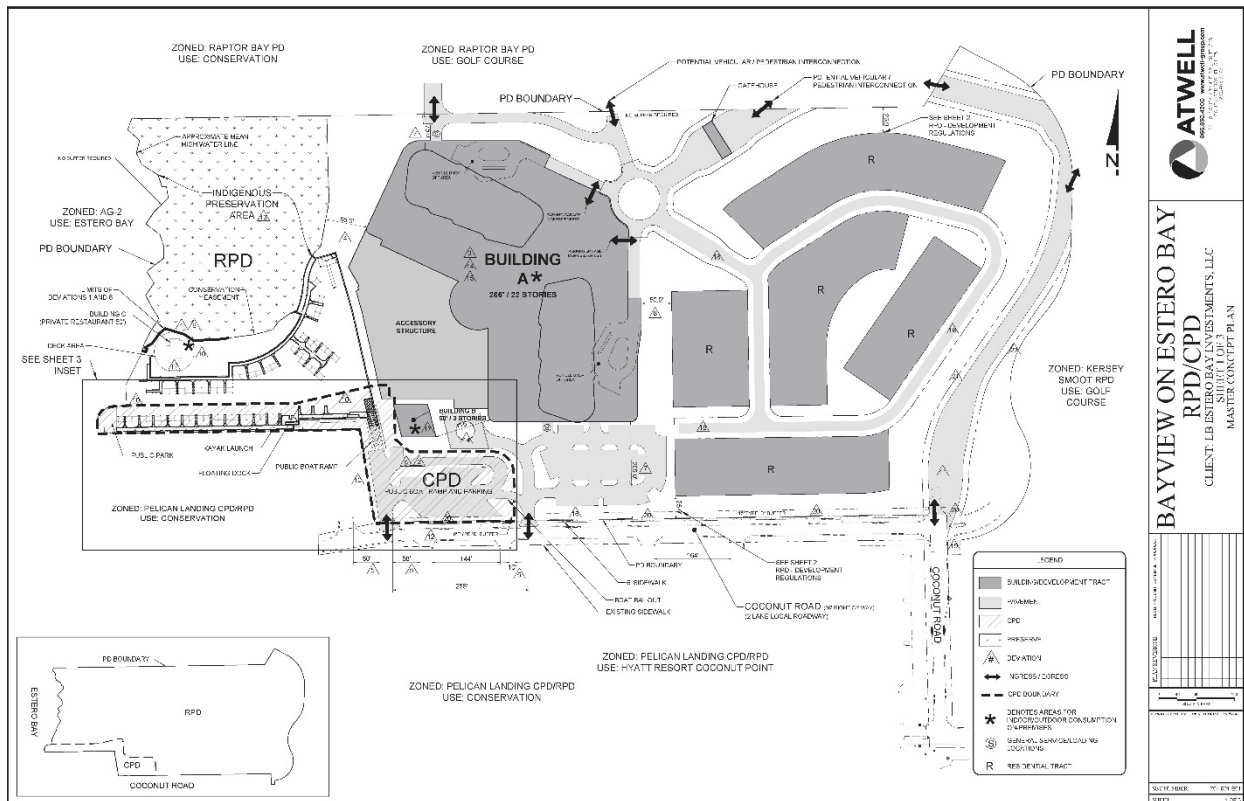
Most current approved Master Concept Plan (ADD21-86841-BOS)

Source: Waldrop Engineering

The Applicant, under a different LLC (LB Bayview Development, LLC), purchased parcel directly north and east of Bayview, which is RPD Land Development Area F1 within the Pelican Landing RPD/CPD. The Applicant is requesting to add 5.3+/- acres from RPD Land Development Area F1, to the Bayview RPD/CPD. No additional dwelling units or intensity is requested, rather the Applicant will spread the remaining density over the remaining vacant Bayview RPD lands.

The Applicant is requesting to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) as follows:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations (signage and sidewalks); and
9. Modify the Master Concept Plan to provide for these changes.



Proposed Master Concept Plan (2023)

Source: Atwell, submitted by RVi Planning

Uses

The amendment seeks to modify the Schedule of Uses, with proposed changes shown in strikethrough (removal) and underline (new text) format. The modifications remove the ALF/ILF/CCRC development option (Option 1) and add Townhomes and Two-Family Attached.

Property Development Regulations and Deviations

All development is to be in accordance with the LDC Chapter 3 (Development Standards) and Chapter 4 (Zoning). This amendment request proposes to add development regulations for townhomes and two-family attached homes. These are included in amended **Condition 2b** and reflected in Sheet 2 of the Master Concept Plan, **Exhibit “B.”**

Conditions and deviations set forth in the adopted zoning ordinances (ZO-20-06) augment certain development regulations such as development standards, buffering, deviations, and any associated conditions of approval. Deviations may be requested during the review process in accordance with [LDC 4-326](#) and [LDC 3-81\(b\)](#). The amendment request includes amendments to two (2) of the sixteen (16) previously approved deviations (building separation and indigenous vegetation), and adds six (6) additional deviations for parking, sidewalks, and temporary signage. All deviations and associated justifications by the Applicant are included in the Applicant’s Analysis in **Attachment “B.”** The City Staff’s analysis and recommendation on each of the deviation requests are included later in this staff report.

Comprehensive Plan Considerations

Additional Staff Analysis is included in **Attachment “A.”** The Applicant’s Analysis is included in **Attachment “B.”**

Transportation Summary Analysis

The zoning was previously approved for up to 300 multiple-family dwelling units of which 224 have been approved as part of the local development order review process. This request will allow the remaining 76 multiple-family dwelling units to be developed as townhomes or two-family attached (villa style). A Traffic Impact Statement Memorandum was provided to evaluate a trip conversion matrix for multi-family units to the townhomes or two-family attached residential type. This would be permitted so long as there is no increase to the PM peak hour trip generation. It is still possible that this project may need to make on-site and off-site related improvements; however, that analysis will be performed at time of local development order. The City Staff will continue to include the Village of Estero and Lee County Department of Transportation on all future application requests that have the potential to impact Coconut Road.

Conservation/Coastal Management Summary Analysis

The City of Bonita Springs is a coastal boating community and promotes the use of water-dependent uses. The Bonita Plan desires renovation of existing facilities over establishment of new facilities. The public water access and boating slips (wet and dry) provided with the redevelopment of this property were found to be consistent with the goals, objectives, and policies of the Conservation/Coastal Management Element of the Bonita Plan as part of the original zoning approval pursuant to Zoning Ordinance No. 20-06. No environmental changes to the CPD portion are proposed.

Resource and wetland protection will be decreased with the amended project design which proposes to remove the freshwater wetland in the northeast corner of the project. Additionally, there are substantial changes proposed to the stormwater management design. Prior to local development order approval, the applicant will be required to demonstrate that the project’s stormwater management system has adequate capacity and design to treat the stormwater prior to discharge into the Estero Bay Aquatic Preserve.

The indigenous vegetation preservation amount will be decreased and impacted by this request (deviation 13). The project as proposed will only preserve half of the indigenous vegetation normally required by a large development.

Infrastructure Summary Analysis

The amendment request was distributed to the Community Development engineer and transportation engineer. All review disciplines had no objections to the request. As a result, it is the City Staff's opinion that the proposed project is consistent with the Infrastructure Element of the Bonita Plan.

CONCLUSIONS:

The following conclusions are based upon analysis of the submitted application reviewed for compliance with the Lee Plan, Bonita Plan and the City's LDC. **Attachment "A,"** which is attached hereto, and made a part hereof, demonstrates the type of analysis that was done. Submitted application materials and exhibits are included in **Attachment "B."**

Pursuant to the City's LDC, the applicant was required to hold two (2) neighborhood meetings. The first meeting was held on June 20, 2022, and a second meeting was held on June 12, 2023. Additional methods of public notice included mailed notices to properties within 375 feet of the property, rezoning property posting signs along Coconut Road and one on Estero Bay, and a legal liner ad in the Fort Myers News Press, for the Zoning Board public hearing.

The amendment request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. Lee County (Departments of Transportation and Natural Resources) also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the Bonita Plan and the City's LDC. A detailed City Staff analysis is included in **Attachment "A"** of the Staff Report.

RECOMMENDATION:

The City Staff recommends **APPROVAL** of Petition PD22-94263-BOS Bayview on Estero Bay RPD/CPD which requests to amend Zoning Ordinance No. 20-06, as subsequently amended, to the Bayview on Estero Bay CPD/RPD to:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations; and
9. Modify the Master Concept Plan to provide for these changes.

This recommendation of **APPROVAL** is subject to the following conditions:

Conditions:

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

1. Condition 1 of Zoning Ordinance No. 21-03 is amended as follows:

The development and use of the property must be in substantial compliance with the Master Concept Plan stamped received ~~June 28, 2021~~ April 25, 2023, and titled "Bayview on Estero Bay" prepared by ~~Waldrop Engineering, P.A.~~ Atwell, LLC, and attached hereto (**Exhibit "B,"** Sheets 1-3), except as modified by the conditions herein.

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

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

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

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

3. Condition 4 Zoning Ordinance No. 20-06 is amended as follows:

Environmental

h. Open Space: ~~44.79~~ 13.91 acres of open space must be provided on the development order plans in compliance with LDC Chapter 3.

i. Indigenous Preserve: A minimum of 3.64 acres of mangrove swamp shall be provided onsite and an additional 0.70 ~~4.13~~ acres of indigenous preserve must be provided on development order plans for RPD Land Development Area F1 (aka Raptor Bay) within the Pelican Landing RPD/CPD in the general locations shown on Sheet 1 of the MCP. Final acreage is subject to change based upon final acreage for Commercial Planned Development and Residential Planned Development areas.

k. Per Tree Advisory Board approval, fifteen (15) heritage oaks shall be transplanted to appropriate locations within the Raptor Bay (RPD Land Development Area F1), Kersey Smoot (immediately adjacent to Bayview), or

Bayview planned developments and the remaining four oaks and slash pine heritage trees on the eastern boundary of the project shall be retained in place. Should any of the transplanted or retained trees die, they shall be replaced with twenty-foot tall trees of similar species.

4. Deviation 17 is approved subject to the following.
 - a. Building C does not require any parking as it is a private accessory restaurant available for use by the residents of Saltleaf and their registered guests.
 - b. At time of local development order, the applicant shall demonstrate that the restaurant has sufficient parking by use of a valet service on-site in the RPD tract or at the Bayview II CPD. Conversely, the applicant may submit a Reduction in Parking Analysis in accordance with LDC Sec. 4-1735 to adjust the parking rate at time of local development order or at building permit.
5. In support of Deviation 18, at time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Estero Fire Control and Rescue District and National Fire Protection Association (NFPA).
6. Deviations 19-22 are approved subject to **Exhibit “E”-Temporary Signage and Graphics**.
7. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.
8. All terms and conditions of Zoning Ordinance No. 20-06 and Zoning Ordinance No. 21-03 remain in full force and effect, unless specifically modified by this amendment or other preceding actions.

Deviations:

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

1. Enhances the achievement of the objectives of the planned development; and
2. Preserves and promotes the general intent of this chapter to protect the public health, safety, and welfare.

The Bayview on Estero Bay CPD/RPD has sixteen (16) approved deviations. This amendment request modifies two (2) of the existing deviations and adds six (6) new deviation requests. All deviations and associated justifications by the Applicant are included in the Applicant's

Analysis in Attachment “B.” The City Staff’s analysis and recommendation on each deviation request is as follows:

1. Deviation 1 seeks relief from LDC Section 3-417(6), setbacks, which requires a minimum thirty (30) foot setback from all preserve (wildland) areas for buildings and accessory structures for the purposes of fire protection, to permit principal and accessory structures to be located fifteen (15) feet from a preserve. **NO CHANGE REQUESTED.**
2. Deviation 2 seeks relief from LDC Section 3-418(d)(7), buffering adjacent property, which requires that all freestanding parking areas, whether commercial, public, or private, not associated with other development must provide a Type “D” buffer for the right-of-way and Type “C” buffer if they abut single-family residential or multiple-family residential uses or zoning, to permit the marina CPD area to provide no internal buffer between the proposed commercial and residential uses. **NO CHANGE REQUESTED.**
3. Deviation 3 seeks relief from LDC Section 4-1732(4)(n)1. and 2., Recreation facilities, indoor, 1. Gymnasiums, health clubs and similar type recreational establishments wherein large floor areas are required to accommodate equipment for individual users. Four (4) parking spaces per 1,000 square feet of total floor area. 2. All other indoor recreational facilities not specifically listed: One (1) parking space per 100 square feet of total floor area, to permit indoor recreational parking requirements to be calculated at one (1) space per 1,000 square feet of floor area. **NO CHANGE REQUESTED.**
4. Deviation 4 seeks relief from LDC Section 4-303, duration of rights conferred by adopted Master Concept Plan, which remain valid for five years from the date the Planned Development was approved by City Council, to permit the Bayview on Estero Bay Master Concept Plan to remain valid for ten (10) years from the date of City Council approval. **NO CHANGE REQUESTED.**
5. Deviation 5 seeks relief from LDC Section 3-291(a)(1), connection separation, which requires a 125-foot motor vehicle entrance separation on local roadways, to allow for a minimum separation of ten (10) feet between the project entrance and existing driveways south of Coconut Road as shown on the MCP. This deviation request is from the technical standards for specific sections in LDC Chapter 3 and can be approved administratively. **NO CHANGE REQUESTED.**
6. Deviation 6 seeks relief from LDC Section 3-417(b)(1)a., which requires a minimum thirty (30) foot setback from indigenous native vegetation to any habitable structure, to permit a fifteen (15) foot setback from indigenous native vegetation to any habitable structure. **NO CHANGE REQUESTED.**
7. Deviation 7 seeks relief from LDC Section 4-741(b), which requires all buildings and structures to be setback from the development perimeter a distance equal to the greater of one-half the height of the building or structure, to allow Building A within the Bayview on Estero Bay RPD/CPD to be setback from the development perimeter at a distance equal to the distances as shown on the MCP, with seventy-five (75) feet being the smallest distance. Buildings seventy-five (75) feet or less must comply with the LDC, or one-half the height of the building. **NO CHANGE REQUESTED.**

8. Deviation 8 seeks relief from LDC Section 4-741(d)(4), minimum separation of buildings, which requires where there are two (2) or more principal buildings on a development tract, the minimum separation of buildings shall be one-half the sum of their heights, or twenty (20) feet, whichever is greater, to allow the minimum building separation between Buildings A1 and A2 to be twenty (20) feet, and the minimum separation between Buildings A and the low-rise residential (height of 75 feet or less) to be forty-five (45) feet, and 115' from Buildings A and Building B.

Justification: This was a previously approved deviation based on the building height approved pursuant to ZO-20-06 for Building A, as amended in ZO-21-03 for Buildings A (A1 and A2). This deviation is amended to reflect the change from mid-rise residential development to low-rise development (townhouse and two-family attached). This also clarifies the building separation of Buildings A to the restaurant (Building B). Similar to Deviation 7, the City Staff agrees that the intent of this standard is for compatibility purposes relative to spatial distancing. As previously stated, the Applicant states the site design maximizes public access to the marina and preserves on-site wetlands. The site design places the tallest buildings closest to the waterfront to maximize views of Estero Bay and the remaining low-rise buildings to the east. The Applicant states that its architectural elevations and perspective views from the surrounding area demonstrate the proposed project will allow for an attractive development that is of a consistent height and development form when compared to mid- and high-rise buildings in the area. The City Staff has no objection to the request, subject to review and approval by the building department and Estero Fire Rescue. The City Staff recommends **APPROVAL** of the deviation request.

9. Deviation 9 seeks relief from LDC Section 4-1723, which requires all residential and non-residential uses to provide off-street parking spaces in accordance with specific regulations, to allow for off-site parking for the CPD, which is for the public use, as shown on the MCP. **NO CHANGE REQUESTED.**
10. Deviation 10 seeks relief from LDC Section 7-381(4), setbacks for multi-slip docking facilities, which requires docking facilities to be setback a minimum of twenty-five (25) feet from side lot lines, to allow for a zero (0) foot setback along the southern PD boundary/side lot line. **NO CHANGE REQUESTED.**
11. Deviation 11 seeks relief from LDC Section 4-741(b)(2), property development regulations, which requires that parking or internal roads or drives may not be closer to the development perimeter than the width of any buffer area or landscape strip, or five (5) feet, to allow parking and internal roads to be less than five (5) feet from the development perimeter only in areas identified on the MCP. **NO CHANGE REQUESTED.**
12. Deviation 12 seeks relief from LDC Section 3-418(d)(3), landscape buffers, which requires a fifteen (15) foot Type "D" landscape buffer for commercial to right-of-way, to allow a ten (10) foot Type "D" buffer where the public accessible boat ramp and parking abut Coconut Road. **NO CHANGE REQUESTED.**
13. Deviation 13 seeks relief from LDC Section 3-417(b)(1)a, indigenous vegetation, which requires large development to provide 50% of their open space requirement through on-

site preservation of existing native vegetative communities, thus requiring Bayview on Estero Bay to provide 6.96 acres of indigenous preservation, to allow the project to satisfy this requirement through 3.64 acres of on-site indigenous mangrove swamp.

Justification: The revised and expanded Planned Development is requesting to further modify this deviation from the LDC Section that implements Policy 7.2.2 of the Conservation/Coastal Management Element of the comprehensive plan regarding indigenous vegetation preservation. The applicant would provide 3.32 acres less than typically required. The applicant's justification is that the high-quality mangrove swamp being preserved and the offsite mitigation of the 0.62 acre freshwater wetland required by the South Florida Water Management District suffices for this requirement. The City Staff did not initially recommend approval of the deviation request; however, post sufficiency discussions with the applicant have led to a general agreement to recommend approval subject to **Condition 3 (ZO-20-06 amended Condition 4.i.)**.

14. Deviation 14 seeks relief from LDC Section 4-743, commercial uses in RPD zoning districts, which requires a minimum of 301 dwelling units to allow for 7,500 square feet of commercial uses in the RPD zoning district, to allow for 7,500 square feet of commercial uses with 300 dwelling units. **NO CHANGE REQUESTED.**
15. Deviation 15 seeks relief from LDC Section 4-739, Permitted Uses in Planned Development zoning districts, which does list not list the hotel/motel uses within Table 4-740 within the RPD zoning district. **NO CHANGE REQUESTED.**
16. Deviation 16 seeks relief from LDC Section 4-743(5), Commercial uses in RPD and MHPD districts, which prohibits signs for commercial uses other than project sales to be visible from the perimeter of the project, to allow for signage associated with the proposed restaurant to be visible from Coconut Road. **NO CHANGE REQUESTED.**
17. Deviation 17 is a new deviation request that seeks relief from LDC Section 4-1732(2)(m)2., Restaurants/Bakeries. Whereas when a restaurant is located within the same building as the principal use and is clearly provided primarily for the employees and customers of the principal use, no additional parking spaces are required. In all other cases, parking will be as follows: The minimum requirement is 14 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate, to allow for no additional parking to be required for the accessory private restaurant within Building C and to allow for 7 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate for the public restaurant located within Building B when a valet program is provided.

Justification: Staff agrees with the Applicant's justification that the private restaurant complies with the intent of the LDC as this is an accessory use that has been conditioned to be primarily for residents of the project and its employees creating no additional parking needs. Staff also has no objection to the reduction in parking ratio for the outdoor seating as proposed. Staff agrees that a parking valet, multi-modal infrastructure, and the use of ride-share programs may reduce typical off-street parking needs, but no data has been provided to support a 50% reduction. Staff supports the use of a valet program on the RPD site and the Bayview II CPD site in Lee County that demonstrates the restaurant can be

parked at the 14 spaces/1,000SF rate. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 4**.

18. Deviation 18 seeks relief from LDC Section 3-303(b)(iii)(d), which requires local private roadways to provide a minimum bike lane width of 5 feet, and a minimum sidewalk width of 6 feet on both sides of the right-of-way, to allow 5-foot sidewalks along both sides of the roadway within the residential tract area to the east of Building A. The deviation also requests no marked bike lanes subject to the provision of signage indicating the roadway is shared.

Justification: As requested by the Applicant, this proposed deviation (Deviation 18), seeks a one (1) foot reduction of sidewalk widths and the employment of cycle usage (shared roadway) signage. This request would only apply to the looped interior roadways serving the residential tract area(s) on the MCP (just to the east of "Building A"). Due to the low speed and residential environment of the development this nominal decrease in sidewalk widths (shared roadway) signage residential environment should not negatively impact public health, safety, or welfare. Additionally, the proposal would have a slight, but positive impact associated with additional impervious areas and heat reflecting materials, while still allowing for appropriate pedestrian and bike facilities to serve residents, and visitors. Staff has no objections to the deviation as requested. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

Deviations 19-22 seek relief from the LDC Chapter 6 Sign Code for a temporary signage plan (**Exhibit "E"**). These deviations are requested separately in case the City does not recommend approval of all deviation requests for the signage plan. There are examples of new commercial development and residential community's implementing temporary signage to market and garner positive attention with redevelopment efforts (Lakewood Ranch, Town of Ave Maria, new Bonita Downtown Construction signage). The signage is all based on context. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes public access amenities and private residential uses. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare.

19. **Deviation 19** seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement ; **TO ALLOW FOR** one (1) temporary on-site directional sign to be installed near the intersection of Coconut Road and Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, to not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

Justification: Chapter 6- Signs of the City's LDC includes a section for temporary and permanent residential signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes public access amenities and private

residential uses. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

20. **Deviation 20** seeks relief from Section 6-111 (4), Temporary Signs, Announcement Signs, which allows for one (1) ground mounted sign per street frontage at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street and limited to being posted for a 180-day period before continued use of the sign is subject to approval by the building official; **TO ALLOW FOR** a continuous Announcement Sign along the construction fence to be installed along Coconut Road and near the intersection of Coconut Road Coconut Resort Point Resort Drive (approximately 1,320 linear feet), as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes the marina with public access amenities. The signage request is comparable to signage one would see in urban environments and is generally consistent with the new Bonita Downtown Construction signage that the City Council just approved. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

21. **Deviation 21** seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement; **TO ALLOW FOR** a temporary on-site directional sign as part of a continuous construction fence to be installed along a portion of Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes the marina with public access amenities in addition to the residential development. The signage request is comparable to signage one would see in urban environments and is generally consistent with the new Bonita Downtown Construction signage that the City Council just approved. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

22. **Deviation 22** seeks relief from LDC Section 6-111 (b)(6)(a)(1)(iii), Temporary Signs, Real Estate, for any property ten acres or more in size, which allows for one (1) non-illuminated real estate sign per every 330 linear feet or major fraction on any one street, at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street, and setback a minimum of 15 feet from the right-of way line and 15 feet from the side lines; **TO ALLOW FOR** up to ten (10) non-illuminated real estate signs at one (1) sign per every 10 linear feet along Coconut Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed 28 SF per sign (4'x7'), to be setback 1-foot from the edge of pavement of private easement, not to exceed eight (8) feet in height above the crown of the abutting street for each sign, and posted for a 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet their desired temporary signage marketing plan for this section of roadway. There are examples of new residential community's implementing temporary signage to market the brand of a community such as Lakewood Ranch and the Town of Ave Maria. The section of roadway is located internal to the Hyatt Coconut Pointe Resort (timeshares) and the new Saltleaf Community (aka Bayview Towers). As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

SUBJECT PROPERTY:

The Applicant indicates the STRAP numbers are: 074725B2010C30000, 074725B2010C10000, 074725B2010C20000, 074725B20100P00CE, and a portion of 074725B2000000010 (5.3 +/- acres)

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property stamped August 16, 2022
- B. Master Concept Plan stamped received April 26, 2023
- C. Schedule of Uses stamped received August 16, 2022
- D. Traffic Impact Statement Memorandum (Trip Conversion Matrix) dated July 20, 2022
- E. Temporary Signage and Graphics stamped received February 10, 2023

ATTACHMENTS:

- A. Staff Informational Analysis
 - i. Background and Informational Analysis
 - ii. Current Zoning: Zoning Ordinance No. 20-06, Zoning Ordinance No. 21-03, and ADD21-86841-BOS
 - iii. Bayview II CPD, Lee County Zoning Resolution No. 19-024
 - iv. Public Notice Responses
- B. Applicant's Informational Analysis
 - i. Application
 - ii. Request and Bonita Plan and LDC Consistency Narrative
 - iii. Schedule of Deviations
 - iv. Archaeological Information
 - v. Surface Water Management Narrative
 - vi. Protected Species Survey Report

- vii. Environmental Assessment Mapping
- viii. Heritage Tree Information
- ix. Agency Permit Information (ERP, Mitigation, and Conservation Easement)
- x. Pre-filing and Post-sufficiency Neighborhood Meeting Information

EXHIBIT A

RHODES & RHODES LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE, SUITE 107

BONITA SPRINGS, FL 335

PHONE (239) 8166

FAX (239) -8163

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 2 SECTION 7 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

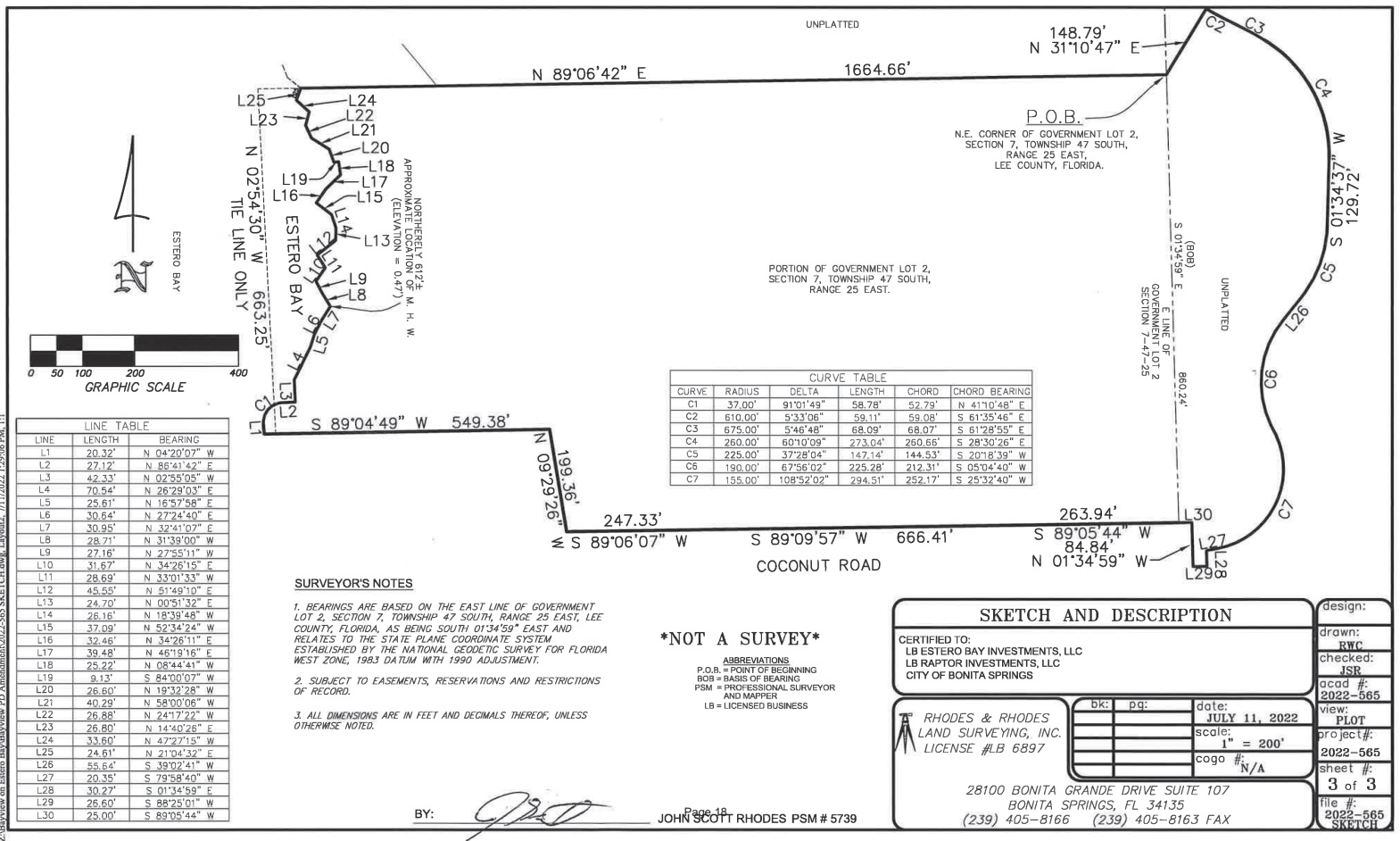
BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2 SECTION 7 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH $31^{\circ}10'47''$ EAST, A DISTANCE OF 148.79 FEET TO A POINT ON A NON-TANGENTIAL CURVE, THE SAME BEING A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA); THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTHEASTERLY, 59.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}33'06''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $61^{\circ}35'46''$ EAST, 59.08 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 68.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}46'48''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $61^{\circ}28'55''$ EAST, 68.07 FEET TO A POINT OF COMPOUND CURVATURE; COURSE NO. 3: SOUTHEASTERLY, 273.04 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $60^{\circ}10'09''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $28^{\circ}30'26''$ EAST, 260.66 FEET; COURSE NO. 4: SOUTH $01^{\circ}34'37''$ WEST, 129.72 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHERLY, 147.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}28'04''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $20^{\circ}18'39''$ WEST, 144.53 FEET; COURSE NO. 6: SOUTH $39^{\circ}02'41''$ WEST, 55.64 FEET TO A POINT OF CURVATURE; COURSE NO. 7: SOUTHERLY, 225.28 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF $67^{\circ}56'02''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $05^{\circ}04'40''$ WEST, 212.31 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 8: SOUTHWESTERLY, 294.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF $108^{\circ}52'02''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $25^{\circ}32'40''$ WEST, 252.17 FEET; COURSE NO. 9: SOUTH $79^{\circ}58'40''$ WEST, 20.35 FEET; COURSE NO. 10: SOUTH $01^{\circ}34'59''$ EAST, 30.27 FEET; COURSE NO. 11: SOUTH $88^{\circ}25'01''$ WEST, 26.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3421, PAGES 1095 THROUGH 1097 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH $01^{\circ}34'59''$ WEST, 84.84 FEET; COURSE NO. 2: SOUTH $89^{\circ}05'44''$ WEST, 25.00 FEET TO A POINT ON THE EAST LINE OF AFORESAID GOVERNMENT LOT 2; COURSE NO. 3: SOUTH $89^{\circ}05'44''$ WEST, 263.94 FEET; COURSE NO. 4: SOUTH $89^{\circ}09'57''$ WEST, 666.41 FEET; COURSE NO. 5: SOUTH $89^{\circ}06'07''$ WEST, 247.33 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2013000046383, PUBLIC RECORDS OF SAID LEE

RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY BOUNDARY OF SAID LANDS, NORTH 09°29'26" WEST, A DISTANCE OF 199.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE AFOREMENTIONED GOVERNMENT LOT 2; THENCE RUN ALONG SAID SOUTH LINE, SOUTH 89°04'49" WEST, A DISTANCE OF 549.38 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF ESTERO BAY, A PORTION OF WHICH IS DEPICTED ON THE MEAN HIGH WATER LINE SURVEY PUBLISHED ON LABINS.ORG WITH A FILE NUMBER OF 3955; THENCE RUN THE FOLLOWING TWENTY-SIX (26) COURSES ALONG SAID MEAN HIGH WATER LINE; COURSE NO. 1: NORTH 04°20'07" WEST, 20.32 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHEASTERLY, 58.78 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.00 FEET, THROUGH A CENTRAL ANGLE OF 91°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 41°10'48" EAST, 52.79 FEET; COURSE NO. 3: NORTH 86°41'42" EAST, 27.12 FEET; COURSE NO. 4: NORTH 02°55'05" WEST, 42.33 FEET; COURSE NO. 5: NORTH 26°29'03" EAST, 70.54 FEET; COURSE NO. 6: NORTH 16°57'58" EAST, 25.61 FEET; COURSE NO. 7: NORTH 27°24'40" EAST, 30.64 FEET; COURSE NO. 8: NORTH 32°41'07" EAST, 30.95 FEET; COURSE NO. 9: NORTH 31°39'00" WEST, 28.71 FEET; COURSE NO. 10: NORTH 27°55'11" WEST, 27.16 FEET; COURSE NO. 11: NORTH 34°26'15" EAST, 31.67 FEET; COURSE NO. 12: NORTH 33°01'33" WEST, 28.69 FEET; COURSE NO. 13: NORTH 51°49'10" EAST, 45.55 FEET; COURSE NO. 14: NORTH 00°51'32" EAST, 24.70 FEET; COURSE NO. 15: NORTH 18°39'48" WEST, 26.16 FEET; COURSE NO. 16: NORTH 52°34'24" WEST, 37.09 FEET; COURSE NO. 17: NORTH 34°26'11" EAST, 32.46 FEET; COURSE NO. 18: NORTH 46°19'16" EAST, 39.48 FEET; COURSE NO. 19: NORTH 08°44'41" WEST, 25.22 FEET; COURSE NO. 20: SOUTH 84°00'07" WEST, 9.13 FEET; COURSE NO. 21: NORTH 19°32'28" WEST, 26.60 FEET; COURSE NO. 22: NORTH 58°00'06" WEST, 40.29 FEET; COURSE NO. 23: NORTH 24°17'22" WEST, 26.88 FEET; COURSE NO. 24: NORTH 14°40'26" EAST, 26.80 FEET; COURSE NO. 25: NORTH 47°27'15" WEST, 33.60 FEET; COURSE NO. 26: NORTH 21°04'32" EAST, 24.61 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG SAID NORTH LINE, NORTH 89°06'42" EAST, A DISTANCE OF 1,664.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,561,366 SQUARE FEET OR 35.844 ACRES, MORE OR LESS.



SITE SUMMARY:

EXISTING PLAN DESIGNATION: COCONUT VILLAGE, OUTLYING SUBURBAN & RESOURCE PROTECTION

EXISTING LAND USE: VACANT

EXISTING ZONING DESIGNATION:RESIDENTIAL PLANNED DEVELOPMENT (RPD) AND
COMMERCIAL PLANNED DEVELOPMENT (CPD)

GROSS AREA: 35.84± ACRES

MAXIMUM DEVELOPMENT POTENTIAL:

300 MULTI-FAMILY, TOWNHOMES, TWO-FAMILY DWELLING UNITS AND/OR HOTEL/MOTEL UNITS SUBJECT TO CONVERSION

MATRIX

72 WET BOAT SLIPS & 25 DRY BOAT SLIPS (15 ON-SITE AND 10 OFF-SITE DRY SLIPS)

1 PUBLIC BOAT RAMP

7,500 SF RESTAURANT, GROUPS I-III

SITE DATA TABLE:

RPD AREA: 33.78 ACRES

CPD AREA: 2.06 ACRES

OPEN SPACE:

RPD AREA: 13.51± ACRES (33.78 ACRES X 0.40)

CPD AREA: 0.41± ACRES (2.06 ACRES X 0.20)

TOTAL REQUIRED: 13.92 ACRES

TOTAL PROVIDED: 13.92 ACRES

INDIGENOUS PRESERVE:

TOTAL REQUIRED: 6.96± ACRES (13.92± ACRES X 0.50)

TOTAL PROVIDED: 3.64± ACRES

INDIGENOUS PRESERVE 	
INDIGENOUS PRESERVE	TOTAL
3.64 AC (WETLANDS)	3.64 AC
TOTAL REQUIRED	3.64 AC
TOTAL PROVIDED	3.64 AC

DEVIATIONS

- FROM LDC SECTION 3-417(6), SETBACKS
- FROM LDC SECTION 3-418(D)(7), BUFFERING ADJACENT PROPERTY
- FROM LDC SECTION 4-1732(4)(N)1. AND 2., REQUIRED PARKING
- FROM LDC SECTION 4-303(A)(2), DURATION OF RIGHTS CONFERRED BY ADOPTED MASTER CONCEPT PLAN
- FROM LDC SECTION 3-291(A)(1), CONNECTION SEPARATION
- FROM LDC SECTION 3-417(B)(1)A., WETLAND HABITABLE STRUCTURE SETBACK
- FROM LDC SECTION 4-741(B), DEVELOPMENT PERIMETER SETBACK
- FROM LDC SECTION 4-741(D)(4), MINIMUM SEPARATION OF BUILDINGS
- FROM LDC SECTION 4-1723, OFF-SITE PARKING
- FROM LDC SECTION 7-381(4), MULTI-SLIP DOCKING SETBACKS FROM SIDE LOT LINES
- FROM LDC SECTION 4-741(B)(2), PARKING AND INTERNAL ROADS SETBACK FROM DEVELOPMENT PERIMETER
- FROM LDC SECTION 3-418(D)(3), LANDSCAPE BUFFERS
- FROM LDC SECTION 3-417(B)(1)A, INDIGENOUS VEGETATION
- FROM LDC SECTION 4-743, COMMERCIAL USES IN RPD ZONING DISTRICT
- FROM LDC SECTION 4-739, TO ALLOW HOTEL/MOTEL IN RPD PORTION OF CPD/RPD
- FROM LDC SECTION 4-743(5) TO ALLOW FOR SIGNAGE ASSOCIATED WITH THE PROPOSED RESTAURANT TO BE VISIBLE FROM COCONUT ROAD
- FROM LDC SECTION 4-1732(2)(M)2, REQUIRED PARKING
- FROM LDC SECTION 3-303(B)(III)(D), COMPLETE STREETS
- FROM LDC SECTION 6-112 (4), ON-SITE DIRECTIONAL SIGNS
- FROM LDC SECTION 6-111(B)(1), ANNOUNCEMENT SIGNS
- FROM LDC SECTION 6-112(4), ON-SITE DIRECTIONAL SIGNS
- FROM LDC SECTION 6-111 (B)(6)(A)(1)(III), REAL ESTATE SIGNS

NOTES:

- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES EXCEPT WHERE A DEVIATION HAS BEEN APPROVED.
- ALL ACREAGES AND CPD/RPD TRACT LINES ARE APPROXIMATE AND SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O., OR PLAT APPROVAL IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE (LDC). THE MINIMUM REQUIRED OPEN SPACE WILL BE MET WITHIN BOTH TRACTS PER THE LDC BASED UPON THE FINAL ACREAGE OF THE RPD AND CPD AREAS.
- PEDESTRIAN FACILITIES ON-SITE ARE SUBJECT TO FINAL PLACEMENT OF BUILDINGS.
- FINAL JURISDICTIONAL DETERMINATION (JD) FOR INDIGENOUS PRESERVE AREA IN THE NORTHEAST CORNER SHALL BE DETERMINED AT THE TIME OF D.O. PERMITTING.
- SERVICE AND LOADING AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE AT THE TIME OF D.O. PERMITTING.

RPD - DEVELOPMENT REGULATIONS						
Land Uses	Building A High Rise Residential (Greater than 75 feet in height)	Building B	Low Rise Residential (Height of 75 feet or less)			Accessory Structures ²
			Multifamily	Two-Family Attached	Townhomes	
Minimum Lot Area	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Minimum Lot Width	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Minimum Lot Depth	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Maximum Lot Coverage ¹			60%			
Minimum PD Perimeter Setbacks ^{3/4}	75 Feet	Per LDC	Greater of 25 feet or Per LDC	Greater of 25 feet or Per LDC	Greater of 25 feet or Per LDC	15 Feet
Minimum Internal CPD/RPD Setbacks	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet
Minimum Building Separation Principal Structures /8	45 Feet	115 Feet	1/2 Building Height ⁹	10 Feet ³	10 Feet ³	0 Feet
Minimum Building Separation Principal to Accessory Structures	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet ^{4,5}
Minimum Front (Street) Setbacks ^{1,6,7}	N.A.	N.A.	N.A.	20 Feet	20 Feet	20 Feet
Minimum Rear Lot Setback	N.A.	N.A.	N.A.	10 Feet	10 Feet	5 Feet
Minimum Side Yard Setback	N.A.	N.A.	N.A.	5 Feet	10 Feet	0 Feet
Minimum Water Body Setback	10 Feet	10 Feet	N.A.	N.A.	N.A.	0 Feet
Maximum Building Height	286 Feet (22 Stories)	50 Feet (3 Stories)	75 Feet (7 Stories)	35 Feet (3-Stories)	35 Feet (3-Stories)	SPS/50 Feet ⁸
Indigenous Vegetation Setback ⁶	15 Feet	15 Feet	15 Feet	15 Feet	15 Feet	15 Feet ¹

Notes:

- The Maximum Lot Coverage of 60% is calculated for the entire RPD Boundary.
- Includes Covered Parking and Parking Deck Levels extending from Principal Structures.
- Multifamily shall have a minimum separation of 45 feet from the Principal Structures of Building A. Townhomes and Two-Family Attached shall have a minimum separation from the Principal Structures of Building A of 50 feet.
- Minimum Building Separation between Covered Parking to Covered Parking including Parking Deck Levels extending from Principal Structures shall be 20 Feet.
- Minimum Building Separation between Covered Parking Attached to Principal Building including Parking Deck Levels extending from Principal Structures shall be 0 Feet.
- Maximum Building Height for accessory structures in the marina portion of the RPD shall be 50 Feet.
- Front setback for side-loaded garages is reduced to 10 feet.
- On corner lots the secondary setback is 10 feet.
- Setback is measured from the edge of pavement.
- Front access setback shall be 15 feet.

CPD - DEVELOPMENT REGULATIONS	
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width	N.A.
Minimum Lot Depth	N.A.
Maximum Lot Coverage	50%
Minimum PD Perimeter Setbacks	Principal: 15 Feet Accessory: 0 Feet
Minimum Internal CPD/RPD Setbacks	Principal: 15 Feet Accessory: 0 Feet
Minimum Internal RPD/RPD Setbacks	Principal: 0 Feet Accessory: 0 Feet
Minimum Building Separation	Principal to Accessory: 0 Feet
Minimum Water Body Setback	Principal: 10 Feet Accessory: 0 Feet
Maximum Building Height	45 Feet
Indigenous Vegetation Setback	30 Feet



BAYVIEW ON ESTERO BAY
 RPD/CPD
 CLIENT: LB ESTERO BAY INVESTMENTS, LLC
 SHEET 2 OF 3
 MASTER CONCEPT PLAN



NOT TO SCALE

COURTESY: DATE OF ATTORNEY'S FIRM

SHEET NUMBER: 704-001-501

SHEET - 2 OF 3



CLIENT: LB ESTERO BAY INVESTMENTS, LLC
SHEET 3 OF 3
MASTER CONCEPT PLAN

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



SET NUMBER:	704-001-E0
SHEET :	3 OF



Bayview on Estero Bay RPD/CPD Amendment

Schedule of Uses

**Changes to conditions of Zoning Ordinance No. 20-06, as modified by Zoning Ordinance NO. 21-03, and ADD21-86841 are shown in ~~strike~~through/underline format*

MAXIMUM DEVELOPMENT

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

OPTION 1 (CONTINUING CARE FACILITIES OPTION):

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

OR

OPTION 2 (MULTI-FAMILY OPTION):

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

RPD

Accessory uses and structures, residential

Administrative offices

~~Assisted Living Facility (ALF)~~

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

~~Continuing Care Facility (CCF)~~

Clubs, country, private and fraternal

Accessory uses, including but not limited to:

- ATM
- Bait and tackle shop
- Boat dock
- Boat ramp
- Consumption on premises, including outdoor seating
- Day care center, adult and child
- Food and beverage service
- Locker rooms
- Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)
- Rental or leasing establishments, Group I only
- Restaurants Groups I, II and III with consumption on premises and outdoor seating
- Specialty retail shop, Groups I and II
- Swimming pools
- Sports courts

Communication facilities, wireless

Community gardens

Cultural facilities

Dwelling units:

- Multi-family Building
- Townhomes
- Two-Family Attached

Entrance gates and gatehouse

Essential services

Essential services facilities, Group I

Excavation, water retention

Fences, walls

Health Care Facilities, Groups I, II and III

Home occupations in accordance with LDC Chapter 4

Hotel/motel

~~Independent Living Units (ILF)~~

Models, display center, model unit limited to residential uses within the PD

Multi-Slip Docking Facility

Parks, public and private

Parks, Groups I and II excluding fishing piers

Parking lot, accessory, commercial, garage, temporary

Real estate sales office

Recreational facilities, commercial Group III, outdoor cultural, passive and active recreational (private on-site) and educational activities only

Restaurant, Group I-III (limited to 7,500 SF within the overall RPD/CPD)

Signs in accordance with Chapter 6

Storage, indoor, accessory only

Temporary uses in accordance with Chapter 4

Transportation services, Group I and II

CPD

Accessory uses and structures

Administrative offices

ATM

Boat parts store

Boat rental and leasing establishments, Group I

Club, private

Accessory uses, including but not limited to:

Bait and tackle shop

Boat dock

Consumption on premises, including outdoor seating

Food and beverage service

Locker rooms

Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)

Rental or leasing establishments, Group I only

Restaurants Groups I, II and III with consumption on premises and outdoor seating and accessory to private club only

Specialty retail shop, Groups I and II

Swimming pools

Sports courts

Excavation, water retention

Fences, walls

Marina

Marina, accessory uses, excluding fueling facilities

Multi-slip docking facility

Restaurant, Group I-III (limited to 7,500 SF within the overall RPD/CPD)

Parking lot, accessory

Parks, Groups I and II (excluding fishing piers)

Recreation Facilities, Commercial Group III, outdoor cultural, passive and active recreational and educational activities only

Signs in accordance with Chapter 6

Transportation services, Groups I and II



2726 OAK RIDGE COURT, SUITE 503
FORT MYERS, FL 33901-9356
OFFICE 239.278.3090
FAX 239.278.1906

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

MEMORANDUM

TO: Ms. Alexis Crespo
RVi Planning

FROM: Ted Treesh, PTP
President

DATE: July 20, 2022

RE: Bayview of Estero Bay Zoning Amendment
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has completed the following memorandum in support of the zoning amendment to add additional residential uses to the Schedule of Uses to the Bayview on Estero Bay project located at the western terminus of Coconut Road in the City of Bonita Springs, Florida. The proposed amendment seeks to increase the overall acreage of the Planned Development to approximately 36 acres, eliminate the Independent Living and Assisted Living and CCRC uses from the Schedule of Uses and add two-family and townhome dwelling types, and the eliminate a preserve area that will be mitigated off-site. No other changes are proposed to the PUD, including the maximum density of 300 dwelling units and commitments for public access to Estero Bay and associated public amenities.

TRIP GENERATION

The previous traffic study submitted for the rezoning application was based on the “worst case” scenario of the site being developed as 100% traditional multi-family dwelling units. With the introduction of two-family attached units, it is the intent of the PUD not to exceed the trip generation of the project based on the 300 traditional multi-family dwelling units. A conversion table below identifies an approximately conversion from the traditional multi-family dwelling units to the two-family attached units based on the Institute of Transportation Engineer’s (ITE) report, titled ***Trip Generation Manual***, 11th Edition. The average trip rates for the Weekday P.M. peak hour were utilized to determine the conversion rates. The exact conversion of units will be determine with each Development Order application and will demonstrate that the P.M. peak hour trip generation will not exceed the trips analyzed in the original zoning analysis based on the 300 traditional multi-family dwelling units

Table 1
Conversion Table
Bayview on Estero Bay

	MULTI-FAMILY HIGH-RISE (DU)	MULTI-FAMILY MID-RISE (DU)	SINGLE-FAMILY ATTACHED (DU)
MULTI-FAMILY HIGH-RISE (1 DU)	1	0.82	0.56
MULTI-FAMILY MID-RISE (1 DU)	1.22	1	0.70
SINGLE-FAMILY ATTACHED (1 DU)	1.78	1.46	1

Based on the above conversion chart, two-family attached dwelling units can be constructed on the site in exchange for mid-rise and high-rise units so that the trip generation that was originally analyzed in the zoning approval for this case will not be exceeded. Therefore, no additional transportation analysis is required since the Amendment will have no additional transportation impacts beyond what was previously analyzed and approved by the City of Bonita Springs.

Attachments

K:\2022\07 July\15 Bayview on Estero Bay Zoning Amendment\7-20-2022 TIS Memorandum.doc

Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 51

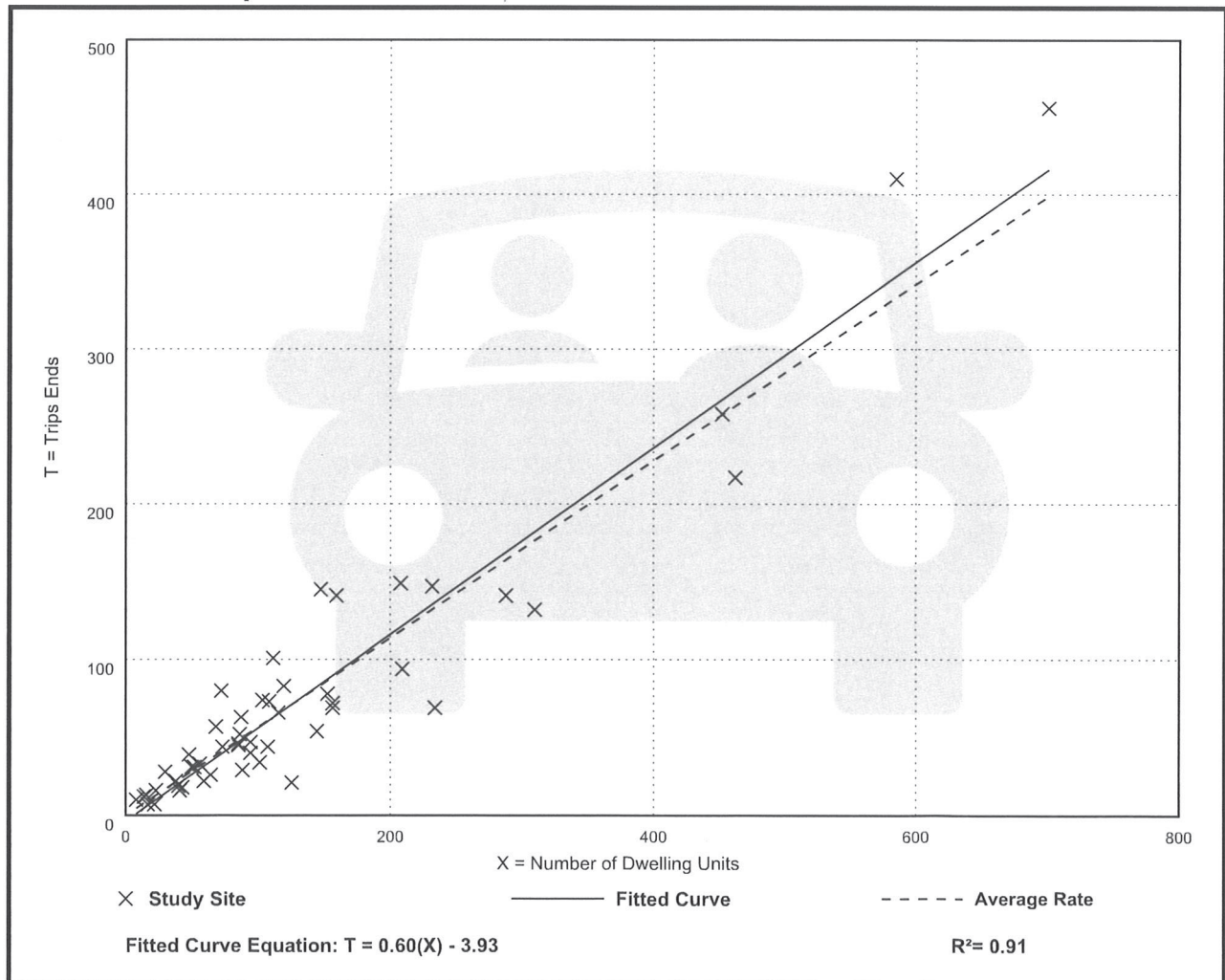
Avg. Num. of Dwelling Units: 136

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

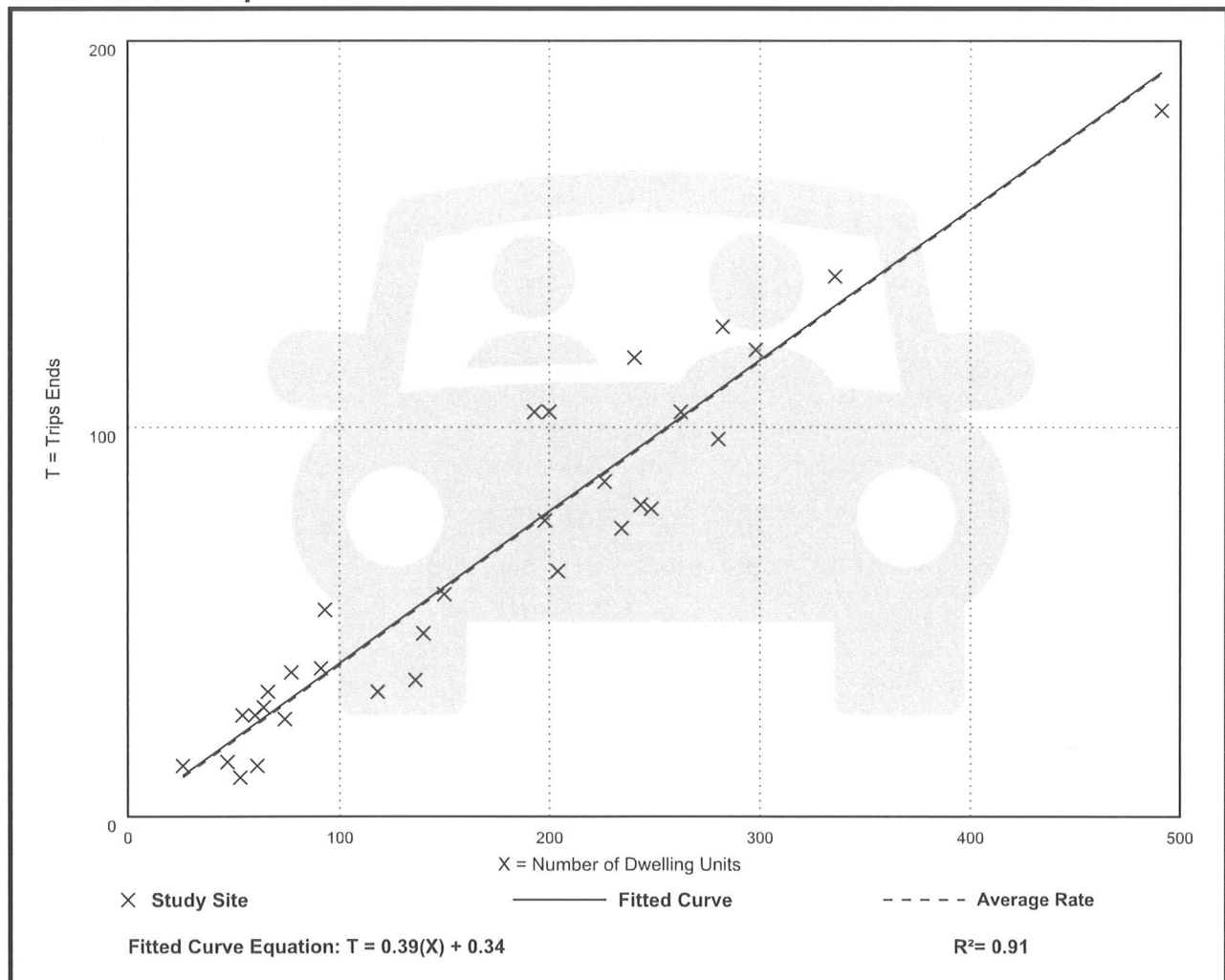
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Multifamily Housing (High-Rise) Not Close to Rail Transit (222)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 45

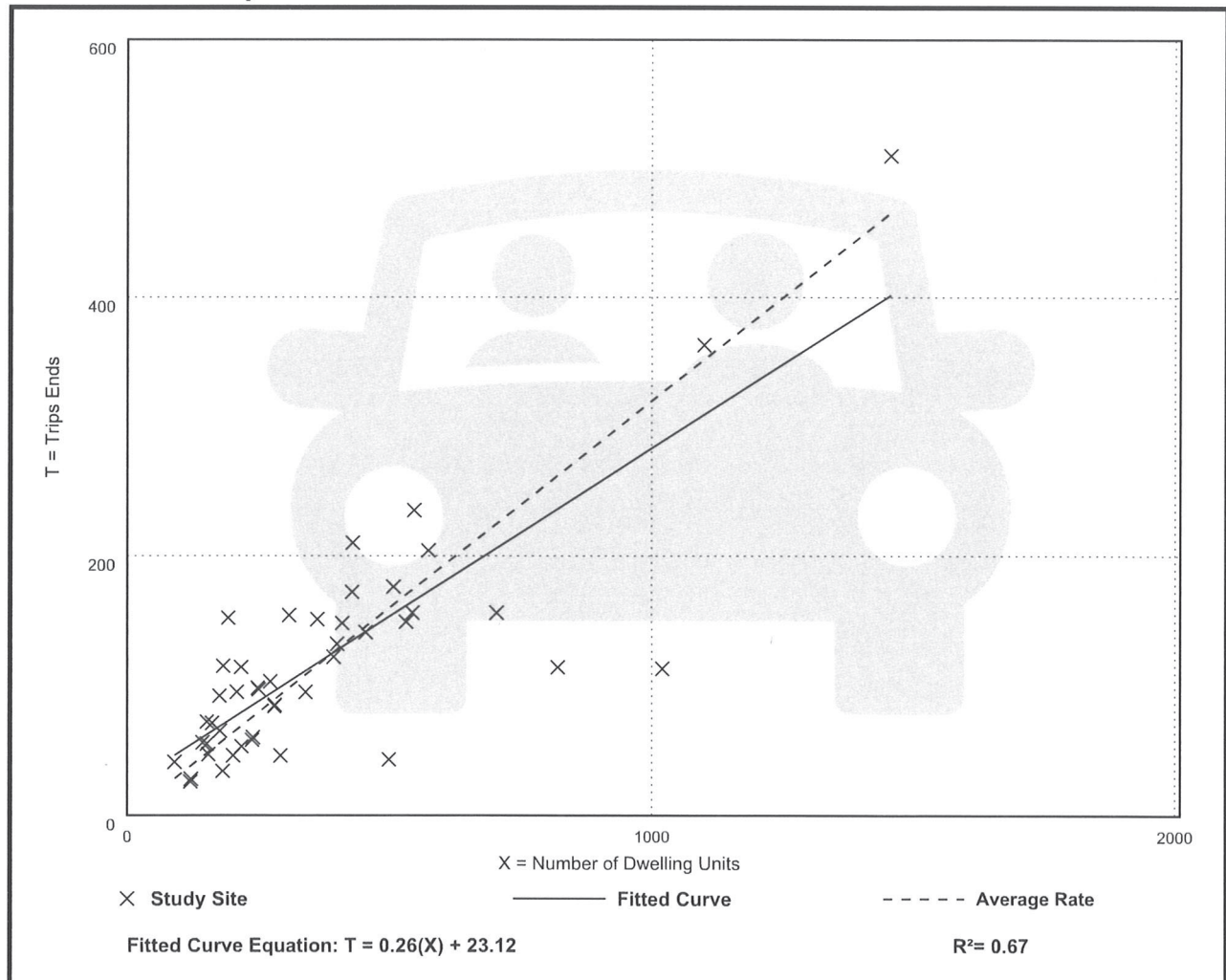
Avg. Num. of Dwelling Units: 372

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.32	0.09 - 0.80	0.13

Data Plot and Equation



PD22-94263-BOS
Exhibit E



SALTLEAF

ON ESTERO BAY

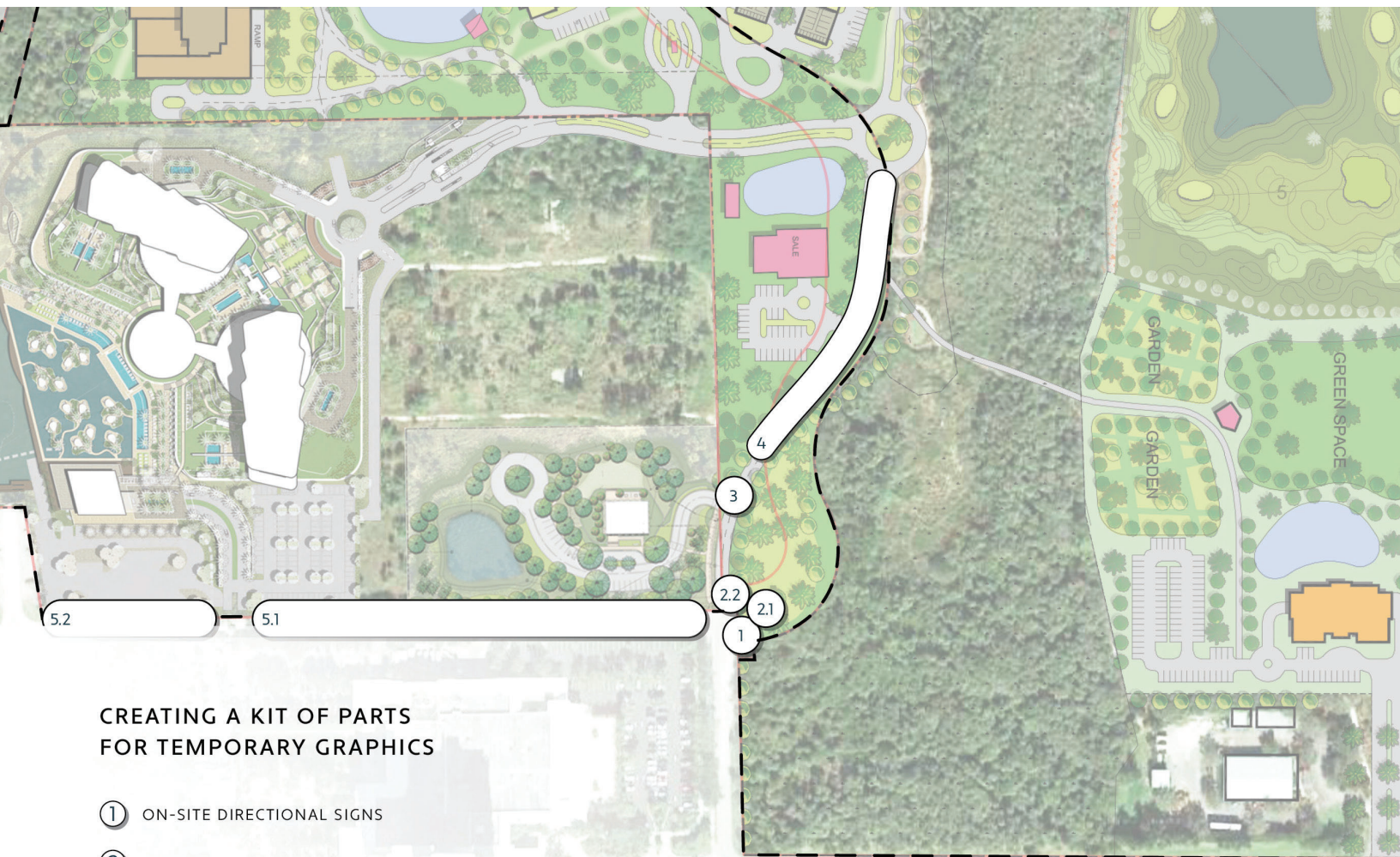
TEMPORARY SIGNAGE & GRAPHICS
CITY SUBMITTAL

1.24.2023

rsmdesign

Page 30

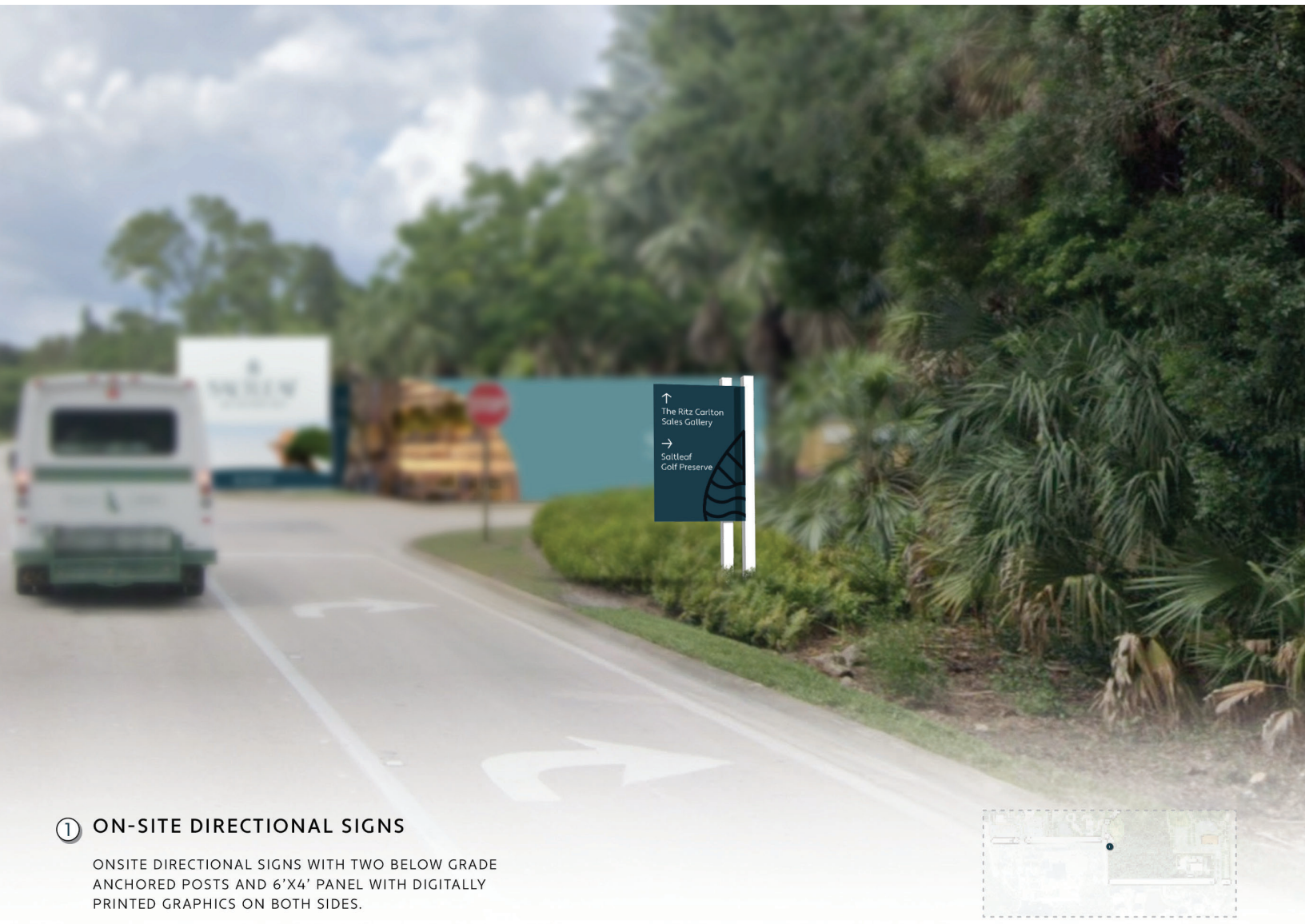




CREATING A KIT OF PARTS FOR TEMPORARY GRAPHICS

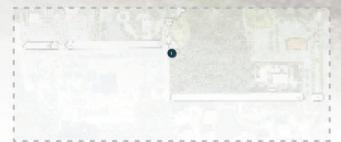
- ① ON-SITE DIRECTIONAL SIGNS
- ② ANNOUNCEMENT SIGNS
- ③ ON-SITE DIRECTIONAL SIGNS
- ④ REAL ESTATE SIGNS
- ⑤ ANNOUNCEMENT SIGNS

Please note the following is intended to show a kit of parts system. The various locations can and will vary as all signs illustrated can be utilized throughout the site. Messaging is placeholder and to be reviewed / provided by ownership team.



① ON-SITE DIRECTIONAL SIGNS

ONSITE DIRECTIONAL SIGNS WITH TWO BELOW GRADE ANCHORED POSTS AND 6'X4' PANEL WITH DIGITALLY PRINTED GRAPHICS ON BOTH SIDES.



LOCATION REFERENCE
Scale : NTS



ON-SITE DIRECTIONAL SIGNS
Scale : 3/8"=1'



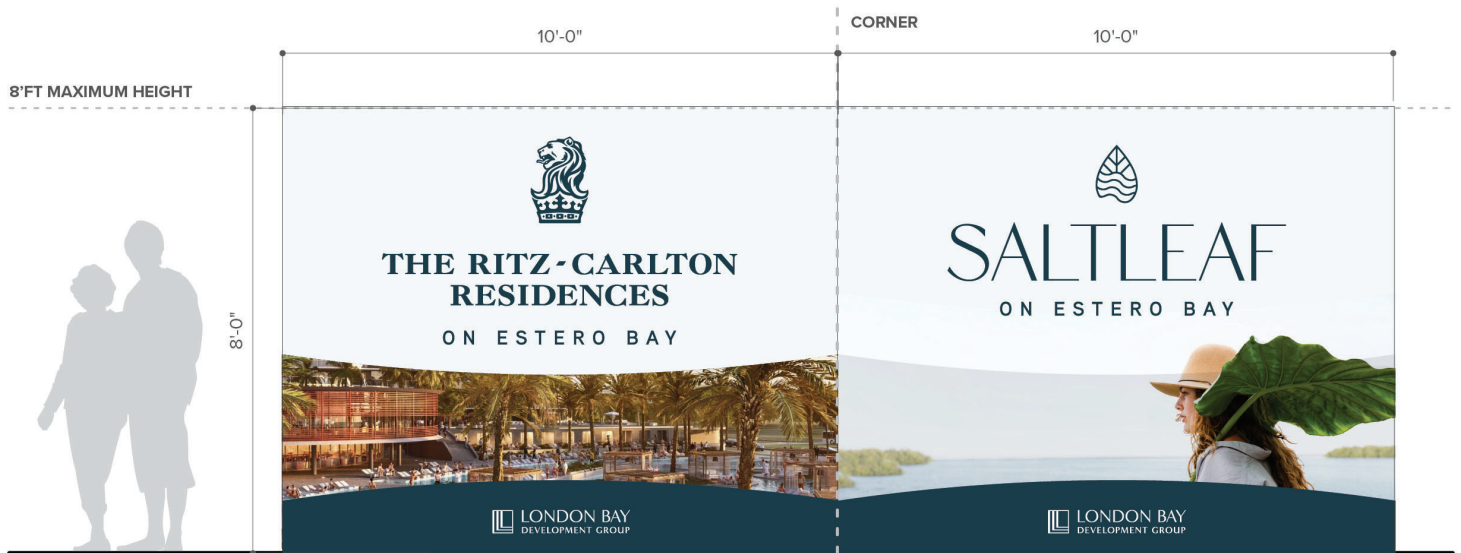


② ANNOUNCEMENT SIGNS

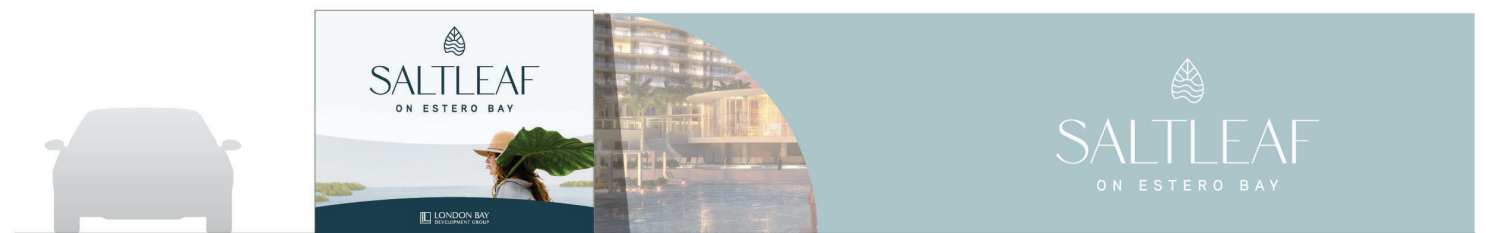
ANNOUNCEMENT SIGNS WITH DIGITALLY PRINTED GRAPHICS ADHERED TO WOOD PANELS AND ANCHORED BY WOOD POSTS.



LOCATION REFERENCE
Scale : NTS



ANNOUNCEMENT SIGNS
Scale : 3/8"=1'



ANNOUNCEMENT SIGNS
Scale : 3/16"=1'

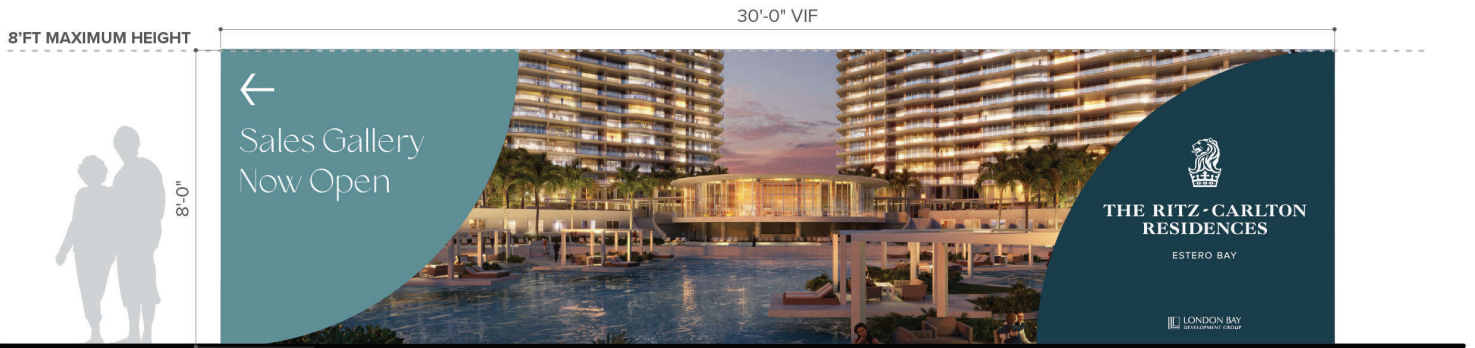


③ ON-SITE DIRECTIONAL SIGNS

ON-SITE DIRECTIONAL PANEL WITH DIGITALLY PRINTED GRAPHICS ADHERED TO WOOD PANELS AND ANCHORED BY WOOD POSTS.



LOCATION REFERENCE
Scale : NTS



ON-SITE DIRECTIONAL SIGNS
Scale : 1/4"=1'



ON-SITE DIRECTIONAL SIGNS
Scale : 3/16"=1'



④ REAL ESTATE SIGNS

A SERIES OF WEDGE SHAPED REAL ESTATE SIGNS WITH DIGITALLY PRINTED GRAPHICS ON 2 PANELS ANCHORED BY 3 POSTS MARCHING DOWN THE PATH TO THE NEW SALTLEAF GOLF PRESERVE.



LOCATION REFERENCE
Scale : NTS

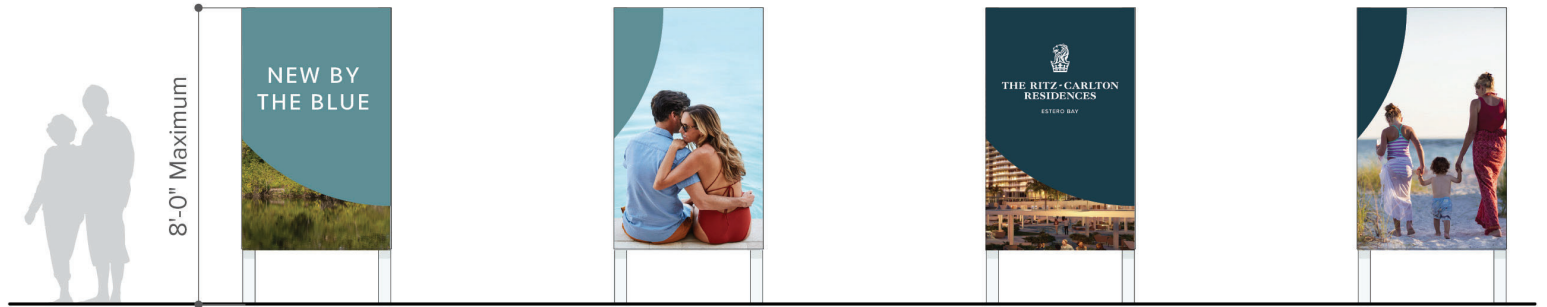




REAL ESTATE SIGNS - FULL ELEVATION
Scale : 1/8"=1'



REAL ESTATE SIGNS - NORTH ELEVATION
Scale : 1/4"=1'



REAL ESTATE SIGNS - SOUTH VIEW
Scale : 1/4"=1'



⑤ ANNOUNCEMENT SIGNS

ANNOUNCEMENT SIGNS WITH
DIGITALLY PRINTED GRAPHICS
ON A MESH SCRIM.



LOCATION REFERENCE
Scale : NTS



LOCATION REFERENCE
Scale : NTS



ANNOUNCEMENT SIGNAGE - 3 PANEL ELEVATION
Scale : 3/32"=1'



LOCATION REFERENCE
 Scale : NTS



ANNOUNCEMENT SIGNAGE - 3 PANEL ELEVATION
 Scale : 3/32"=1'

THANK YOU

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**City of Bonita Springs
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals**

Meeting Minutes

Tuesday, August 15, 2023
9 a.m.

I. CALL TO ORDER

In the absence of the Chair and Vice Chair, City Clerk Mike Sheffield called the meeting to order at 9 a.m. Clerk Sheffield noted that the following members were present at the dais: Gary Gambrell, Lynda Waterhouse, Gerald Benson, Bruce Galloway, and Russ Winn. Member Ben Hershenson was standing-by remotely awaiting board approval to participate via zoom.

Clerk Sheffield announced that the first order of business is to select an acting chair to preside over the meeting and he called for nominations.

Member Winn nominated Member Benson to preside over the meeting; seconded by Member Waterhouse. The motion failed by a vote of 2-3 (Gambrell, Galloway, Benson in opposition).

Member Winn motioned to nominate Member Waterhouse to preside, seconded by Member Benson. The motion failed by a vote of 2-3 (Gambrell, Galloway, Waterhouse in opposition).

City Attorney Rooney suggested that the board consider allowing Member Hershenson to participate in the meeting remotely via zoom. Member Winn motioned to allow Hershenson to participate via zoom; second by Member Waterhouse. The motion carried 5-0.

Member Winn nominated Member Gambrell to preside. Gambrell declined the nomination.

Member Benson nominated Member Winn to preside over the meeting; seconded by Member Waterhouse. The motion carried 4-2 (Gambrell and Galloway opposed).

II. INVOCATION

Acting Chairman Winn gave the invocation.

III. PLEDGE OF ALLEGIANCE

Acting Chairman Winn asked Board Member Gambrell to lead the Pledge of Allegiance

IV. ROLL CALL

City Clerk Sheffield called the roll:

Present – Galloway, Winn, Gambrell, Benson, Waterhouse and Hershenson (via Zoom)

Absent – Chairman Rascio (excused)

V. APPROVAL OF MINUTES: Meeting of June 13, 2023

Board Member Winn motioned to approve the minutes, Seconded by Member Benson; the motion carried 6-0.

VI. PUBLIC COMMENT

Acting Chairman Winn announced that public comments will be heard during the public hearing.

VII. PUBLIC HEARINGS

A. CASE NAME: Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD)

A request to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPO/CPD) to:

1. Increase the RPO boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPO;
5. Add RPO development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations; and
9. Modify the Master Concept Plan to provide for these changes.

City Attorney Rooney swore in all those who intended to speak and/or give testimony. Rich Yovanovich, attorney for the applicant, provided a brief overview of the project, followed by a full presentation of the proposed amendments by Alexis Crespo of RVI Planning and Landscape Architecture. Ms. Crespo also responded to questions asked by board members.

Jacqueline Genson, Manager, Community Development Planning and Zoning, provided the staff presentation which included background, application and review process/procedures, and staff analysis. Manager Genson stated that in the interest of interagency community coordination, the staff review team staff included staff members from the Village of Estero and Lee County Community Development.

10:25 a.m. - Acting Chair Winn recessed the meeting for a 10-minute break.

10:35 a.m. - Acting Chair Winn reconvened the meeting.

Laura Gibson, Environmentalist with Community Development, presented on environmental considerations and responded to board questions. Manager Genson stated that the staff recommends approval of the applicant's request with conditions of approval, which she read aloud (staff presentation on file in the Clerk's Office).

Acting Chair Winn called for public comments; however, seeing none, he asked for a motion.

*Member Hershenson motioned to **approve** the applicant's request to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development, with the required deviations as approved by staff; Board Member Benson seconded. Acting Chairman Winn asked the Clerk to record the vote by roll call. **The motion carried by a vote of 4-2, as follows:***

Gambrell	Waterhouse	Benson	Winn	Galloway	Hershenson	Rascio
No	Aye	Aye	Aye	No	Aye	Absent

VIII. CASE UPDATE: 26659 HICKORY BLVD. VARIANCE (VAR22-9762I-BOS)

Jackie Genson provided the update, stating the variance was approved by City Council.

IX. NEXT MEETING: September 19, 2023 at 9:00am (Tentative)

X. ADJOURNMENT

Mr. Winn adjourned the meeting at 11:00 a.m.

Respectfully submitted,

Mike Sheffield, City Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Russ Winn, Acting Chairman

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 2023 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES; REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, an petition has been submitted by LB Estero Bay Investments, LLC and LB Raptor Development, LLC (hereinafter “Developer” and to include any successors in interest) is requesting amend the existing Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) to revise the current RPD/CPD boundaries, amend the schedule of uses, request additional deviations, and modify the existing Master Concept Plan to accommodate; and

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

WHEREAS, a Public Hearing was advertised and heard on August 15, 2023, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case PD22-94263-BOS which recommended approval (4-2), after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The August 30, 2023 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

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

SECTION ONE: RECITALS

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

SECTION TWO: APPROVAL OF REQUEST

The City Council hereby approves Petition PD22-94263-BOS to amend the Bayview on Estero Bay RPD/CPD, Zoning Ordinance No. 20-06, as subsequently amended administratively and by Zoning Ordinance No. 21-03, to:

1. increase the RPD boundary by 5.3 ± acres;
2. remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. remove the ALF/ILF/CCRC development option (Option 1);
4. add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. add RPD development regulations for townhomes and two-family attached homes;
6. add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. add six new deviations; and
9. modify the Master Concept Plan to provide for these changes.

Conditions:

1. Condition 1 of Zoning Ordinance No. 21-03 is amended as follows:

The development and use of the property must be in substantial compliance with the Master Concept Plan stamped received ~~June 28, 2021~~ **September 4, 2023**, and titled "Bayview on Estero Bay" prepared by ~~Waldrop Engineering, P.A. Atwell, LLC~~, and attached hereto (**Exhibit "B,"** Sheets 1-3), except as modified by the conditions herein.

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

unit to one (1) hotel/motel unit. The development also includes up to 7,500 square feet of restaurant uses that are open to the public. Additionally, the maximum 300 dwelling units may include townhomes and/or two-family dwelling unit types subject to the trip conversion matrix in Exhibit "D."

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

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

- a. Schedule of Uses: Exhibit "C"

- b. The Development Regulations: See Exhibit "B"

3. Condition 4 of Zoning Ordinance No. 20-06 is amended as follows:

Environmental

- h. Open Space: ~~44.79~~ 13.91 acres of open space must be provided on the development order plans in compliance with LDC Chapter 3.

- i. Indigenous Preserve: A minimum of 3.64 acres of mangrove swamp shall be provided onsite and an additional ~~0.70~~ 4.13 acres of indigenous preserve area(s) must be provided on development order plans for RPD Land Development Area F1 (aka Raptor Bay) within the Pelican Landing RPD/CPD in the general locations shown on Sheet 1 of the MCP. Final acreage is subject to change based upon final acreage for Commercial Planned Development and Residential Planned Development areas. The applicant shall make every effort to designate the 0.70 acres adjacent to existing indigenous preservation areas. If this cannot be accommodated, the 0.70 acres shall be provided in no more than three areas with a minimum square footage of 5,000 square feet and a minimum average width of 20 feet.

- k. Per Tree Advisory Board approval, fifteen (15) heritage oaks shall be transplanted to appropriate locations within the Raptor Bay (RPD Land Development Area F1), Kersey Smoot (immediately adjacent to Bayview), or Bayview planned developments and the remaining four oaks and slash pine heritage trees on the eastern boundary of the project shall be retained in place. Should any of the transplanted or retained trees die, they shall be replaced with twenty-foot tall trees of similar species.

4. Condition 11 of Zoning Ordinance No. 20-06 is hereby removed.

A Tall Structures Permit shall be provided for by Lee County prior to issuance of the local development order for buildings that exceed 125 feet in height.

5. Deviation 17 is approved subject to the following:
 - a. Building C does not require any parking as it is a private accessory restaurant available for use by the residents of Saltleaf and their registered guests.
 - b. At time of local development order, the applicant shall demonstrate that the restaurant has sufficient parking by use of a valet service on-site in the RPD tract or at the Bayview II CPD. Conversely, the applicant may submit a Reduction in Parking Analysis in accordance with LDC Sec. 4-1735 to adjust the parking rate at time of local development order or at building permit.
6. In support of Deviation 18, at time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Estero Fire Control and Rescue District and National Fire Protection Association (NFPA).
7. Deviations 19-22 are approved subject to Exhibit "E"-Temporary Signage and Graphics.
8. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Construction Plan approval. Approval of this Planned Development is not a guarantee of future approvals.
9. All terms and conditions of Zoning Ordinance No. 20-06 and Zoning Ordinance No. 21-03 remain in full force and effect, unless specifically modified by this amendment or other preceding actions.

Deviations:

The approved deviations for Bayview on Estero Bay CPD/RPD are amended as follows:

1. Deviation 1 provides relief from LDC Section 3-417(6), setbacks, which requires a minimum thirty (30) foot setback from all preserve (wildland) areas for buildings and accessory structures for the purposes of fire protection, to permit principal and accessory structures to be located fifteen (15) feet from a preserve.

2. Deviation 2 provides relief from LDC Section 3-418(d)(7), buffering adjacent property, which requires that all freestanding parking areas, whether commercial, public, or private, not associated with other development must provide a Type “D” buffer for the right-of-way and Type “C” buffer if they abut single-family residential or multiple-family residential uses or zoning, to permit the marina CPD area to provide no internal buffer between the proposed commercial and residential uses.
3. Deviation 3 provides relief from LDC Section 4-1732(4)(n)1. and 2., Recreation facilities, indoor, 1. Gymnasiums, health clubs and similar type recreational establishments wherein large floor areas are required to accommodate equipment for individual users. Four (4) parking spaces per 1,000 square feet of total floor area. 2. All other indoor recreational facilities not specifically listed: One (1) parking space per 100 square feet of total floor area, to permit indoor recreational parking requirements to be calculated at one (1) space per 1,000 square feet of floor area.
4. Deviation 4 seeks relief from LDC Section 4-303, duration of rights conferred by adopted Master Concept Plan, which remain valid for five years from the date the Planned Development was approved by City Council, to permit the Bayview on Estero Bay Master Concept Plan to remain valid for ten (10) years from the date of City Council approval.
5. Deviation 5 provides relief from LDC Section 3-291(a)(1), connection separation, which requires a 125-foot motor vehicle entrance separation on local roadways, to allow for a minimum separation of ten (10) feet between the project entrance and existing driveways south of Coconut Road as shown on the MCP. This deviation request is from the technical standards for specific sections in LDC Chapter 3 and can be approved administratively.
6. Deviation 6 provides relief from LDC Section 3-417(b)(1)a., which requires a minimum thirty (30) foot setback from indigenous native vegetation to any habitable structure, to permit a fifteen (15) foot setback from indigenous native vegetation to any habitable structure.
7. Deviation 7 provides relief from LDC Section 4-741(b), which requires all buildings and structures to be setback from the development perimeter a distance equal to the greater of one-half the height of the building or structure, to allow all buildings and structures within the Bayview on Estero Bay RPD/CPD to be setback from the development perimeter at a distance equal to the distances as shown on the MCP, with forty-five (45) feet being the smallest distance.
8. Deviation 8 provides relief from LDC Section 4-741(d)(4), minimum separation of buildings, which requires where there are two (2) or more principal buildings

on a development tract, the minimum separation of buildings shall be one-half the sum of their heights, or twenty (20) feet, whichever is greater, to allow the minimum building separation between buildings A1 and A2 to be twenty (20) feet, and the minimum separation between buildings A and ~~D~~ the low-rise residential (height of 75 feet or less) to be forty-five (45) feet, and 115' from Buildings A and B.

9. Deviation 9 provides relief from LDC Section 4-1723, which requires all residential and non-residential uses to provide off-street parking spaces in accordance with specific regulations, to allow for off-site parking for the CPD, which is for the public use, as shown on the MCP.
10. Deviation 10 seeks relief from LDC Section 7-381(4), setbacks for multi-slip docking facilities, which requires docking facilities to be setback a minimum of twenty-five (25) feet from side lot lines, to allow for a zero (0) foot setback along the southern PD boundary/side lot line.
11. Deviation 11 provides relief from LDC Section 4-741(b)(2), property development regulations, which requires that parking or internal roads or drives may not be closer to the development perimeter than the width of any buffer area or landscape strip, or five (5) feet, to allow parking and internal roads to be less than five (5) feet from the development perimeter only in areas identified on the MCP.
12. Deviation 12 provides relief from LDC Section 3-418(d)(3), landscape buffers, which requires a fifteen (15) foot Type "D" landscape buffer for commercial to right-of-way, to allow a ten (10) foot Type "D" buffer where the public accessible boat ramp and parking abut Coconut Road.
13. Deviation 13 provides relief from LDC Section 3-417(b)(1)a, indigenous vegetation, which requires large developments to provide 50% of their open space requirements through on-site preservation of existing native vegetative communities, thus requiring Bayview on Estero Bay to provide 6.96 ~~5.90~~ acres of indigenous preservation, to allow the project to satisfy this requirement by providing 3.64 ~~4.13~~ acres of on-site indigenous vegetation.
14. Deviation 14 seeks relief from LDC Section 4-743, commercial uses in RPD zoning districts, which requires a minimum of 301 dwelling units to allow for 7,500 square feet of commercial uses in the RPD zoning district, to allow for 7,500 square feet of commercial uses with 300 dwelling units.
15. Deviation 15 seeks relief from LDC Section 4-739, Permitted Uses in Planned Development zoning districts, which does list not list the hotel/motel uses within Table 4-740 within the RPD zoning district.

16. Deviation 16 seeks relief from LDC Section 4-743(5), Commercial uses in RPD and MHPD districts, which prohibits signs for commercial uses other than project sales to be visible from the perimeter of the project, to allow for signage associated with the proposed restaurant to be visible from Coconut Road.
17. Deviation 17 is a new deviation request that seeks relief from LDC Section 4-1732(2)(m)2., Restaurants/Bakeries. Whereas when a restaurant is located within the same building as the principal use and is clearly provided primarily for the employees and customers of the principal use, no additional parking spaces are required. In all other cases, parking will be as follows: The minimum requirement is 14 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate, to allow for no additional parking to be required for the accessory private restaurant within Building C and to allow for 7 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate for the public restaurant located within Building B when a valet program is provided.
18. Deviation 18 seeks relief from LDC Section 3-303(b)(iii)(d), which requires local private roadways to provide a minimum bike lane width of 5 feet, and a minimum sidewalk width of 6 feet on both sides of the right-of-way, to allow 5-foot sidewalks along both sides of the roadway within the residential tract area to the east of Building A. The deviation also requests no marked bike lanes subject to the provision of signage indicating the roadway is shared.
19. Deviation 19 seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement; to allow for one (1) temporary on-site directional sign to be installed near the intersection of Coconut Road and Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, to not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.
20. Deviation 20 seeks relief from Section 6-111 (4), Temporary Signs, Announcement Signs, which allows for one (1) ground mounted sign per street frontage at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street and limited to being posted for a 180-day period before continued use of the sign is subject to approval by the building official; to allow for a continuous Announcement Sign along the construction fence to be installed along Coconut Road and near the intersection of Coconut Road Coconut Resort Point Resort Drive (approximately 1,320

linear feet), as identified on the “Temporary Signage & Graphics” Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

21. Deviation 21 seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement; to allow for a temporary on-site directional sign as part of a continuous construction fence to be installed along a portion of Coconut Resort Point Resort Drive, as identified on the “Temporary Signage & Graphics” Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right- of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.
22. Deviation 22 seeks relief from LDC Section 6-111 (b)(6)(a)(1)(iii), Temporary Signs, Real Estate, for any property ten acres or more in size, which allows for one (1) non-illuminated real estate sign per every 330 linear feet or major fraction on any one street, at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street, and setback a minimum of 15 feet from the right-of way line and 15 feet from the side lines; to allow for up to ten (10) non-illuminated real estate signs at one (1) sign per every 10 linear feet along Coconut Point Resort Drive, as identified on the “Temporary Signage & Graphics” Exhibit, not to exceed 28 SF per sign (4’x7’), to be setback 1-foot from the edge of pavement of private easement, not to exceed eight (8) feet in height above the crown of the abutting street for each sign, and posted for a 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

SECTION THREE: INCORPORATION OF RECORD

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

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property stamped August 16, 2022
- B. Master Concept Plan stamped received **September 4, 2023**
- C. Schedule of Uses stamped received August 16, 2022
- D. Traffic Impact Memorandum (Trip Conversion Matrix) dated July 20, 2022

E. Temporary Signage and Graphics stamped received February 10, 2023

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 4th of October, 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Bogacz
Purdon	Fullick
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

REQUESTED MOTION: Consider the appeal of an administrative interpretation regarding the conversion of an existing office and sales center in Bonita Bay for the use of employee dormitories.

REQUESTOR: John Dulmer, Community Development Director; Mike Fiigon II, Senior Planner

AGENDA: Appeals

STRATEGIC PRIORITY: N/A

BACKGROUND: On March 9, 2023, Community Development received a request for an interpretation of the Bonita Bay PUD (Lee County Zoning Ordinance 81-55 and Lee County Zoning Resolution Z-81-452) regarding the use of an on-site employee dormitory to house up to 44 workers (Attachment A). The property in question is located in the C-1 "Regional Commercial" District according to the approved Master Concept Plan for Bonita Bay and is presently developed with an office building. The Applicant has stated the intent would be to renovate the existing building for the dormitory use.

Issued on April 21, 2023, the Administrative Interpretation (Attachment B) concluded that the proposed use of an employee dormitory is not consistent with the schedule of uses for the C-1 Regional Commercial District of the Bonita Bay PUD.

On May 18, 2023, the City received a request to appeal Staff's ordinance interpretation. The appeal documentation is provided as Attachment C. This attachment includes the basis of their argument supporting why they believe the City has not applied this standard correctly, particularly, Section 6.02.A, Permitted Principal Uses, and 6.02.A(108), which provides the authority to the Director to approve uses not listed in the schedule, provided they are compatible and comparable with uses that *are* listed (Attachment D). These sections were thoroughly reviewed by Staff and the findings are contained in the administrative interpretation.

Attorney Brent Spain, with Theriaque & Spain law firm, will be virtually present for Council's discussion.

STAFF RECOMMENDATION: Staff finds that Sections 6.02.A and 6.02.A(108) of the Bonita Bay PUD were correctly applied to the request.

ATTACHMENTS:

1. Administrative Interpretation Request (Attachment A)
2. Administrative Interpretation, dated April 21, 2023 (Attachment B)
3. Appeal documentation (Attachment C)
4. Section 6.02.A., Permitted Principal Uses for the C-1 District of the Bonita Bay PUD (Attachment D)

REVIEWERS:

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



Civil Engineers • Land Surveyors • Planners • Landscape Architects

March 7, 2023

Mr. John Dulmer
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

RE: Bonita Bay PUD Administrative Interpretation (Employee Housing) – Submittal 1

Dear Mr. Dulmer:

Enclosed, please find the completed Administrative Action Request, Supplement E, for the Bonita Bay Planned Unit Development (PUD), Ordinance 81-55, as amended. The application is a request for an Administrative Interpretation to allow employee housing on a parcel designated as C-1 on the previously approved Master Development Plan.

The maximum 2 story building is located within a 1.5+/- acre parcel on the northeast quadrant of Country Club Drive and Bonita Bay Boulevard in Section 28, Township 47, Range 25, Bonita Springs, FL.

Documents filed with submittal 1 include the following:

1. Cover Letter
2. Administrative Action Request
3. Supplement E
4. Administrative Interpretation Narrative
5. Proposed Floor Plan
6. Ordinance 81-55
7. CD Containing Application and Exhibits

Please feel free to contact me if you have any questions.

Sincerely,

D. Wayne Arnold, AICP

Cc: Bonita Bay Club, Inc.
GradyMinor File (BBEHDO)

If you have a disability and the format of this document interferes with your ability to access some information, please contact us at (239) 444-6150 during regular business hours (8:00am-5:00pm, Monday-Friday), and we'll gladly assist.

CITY OF BONITA SPRINGS

Community Development Department

9220 Bonita Beach Road, Ste. 111

Bonita Springs, FL 34135

Phone: (239) 444-6150

email: permitting@cityofbonitaspringscd.org

ADMINISTRATIVE ACTION REQUEST (2023)

PART I

ACTION REQUEST INFORMATION

1. Applicant/Owner's Authorized Representative Name: Bonita Bay Club, Inc.
Mailing Address: 26660 Country Club Drive
City: Bonita Springs State: FL Zip: 34134
Phone Number: 239-495-0200 Ext: E-mail Address:

NOTE: The Applicant must sign the Applicant's Signature and Certification form [**See "PART III"**].

2. Applicant relationship to property: ☒ Owner ☐ Trustee ☐ Option holder ☐ Lessee ☐ Contract Purchaser
☐ Other (indicate):

3. **Type of Request** (please check one):

- ☐ Administrative Variance (requires supplement A)
☐ Commercial Lot Split (requires supplement B)
☐ Consumption on Premises (requires supplement C)
☐ Minimum Use Determination (requires supplement D)
☒ Ordinance Interpretation (requires supplement E)
☐ Relief for Designated Historic Resources (requires supplement F)
☐ Easement Encroachment (requires supplement G)
☐ Administrative Amendment to a PUD or Planned Development (requires supplement H)
☐ Administrative Deviation from Chapter 3 of the LDC (requires supplement I)
☐ Placement of Model Home/Unit or Model Display Center (requires supplement J)
☐ Dock & Shoreline Structure (requires supplement K)
☐ Post Disaster Administrative Relief (requires supplement L)
☐ Community Gardens (requires supplement M)
☐ Joint Use of Parking (requires supplement N)
☐ Wireless (requires supplement O)
☐ Bed and Breakfast (requires supplement P)
☐ Remedy from a Temporary Moratorium (requires supplement Q)
☐ Final Plan Approval (no supplement, includes property within the Downtown District)

4. **Nature of Request** (please print): See Narrative included with submittal one
-
5. **Project Name:** Bonita Bay PUD
-

PART II
PROPERTY INFORMATION

Is this request specific to a particular tract of land? ☐ NO ☒ YES If yes, please complete the following:

1. **Is this action being requested as a result of a violation notice?** ☒ NO ☐ YES

a. If yes, date of notice: _____

b. Specific nature of violation: _____

2. **Property Owner Name:** Bonita Bay Club, Inc.

Mailing Address: 26660 Country Club Drive

City: Bonita Springs **State:** FL **Zip:** 34134

Phone Number: 239-495-0200 **Ext:** _____ **E-mail Address:** _____

3. **Legal Description:** Is property description clearly shown within a platted subdivision recorded in the official Plat Books of Lee County?

☐ NO Attach a legible copy of the legal description and certified sketch of description as set out in chapter 61G 17-6.006, Florida Administrative Code.

☒ YES Property is identified as:

Subdivision Name: Bonita Bay Unit Twenty Eight

Plat Book 55 Page 91-92 Unit 28 Block N.A. Lot Tract A

4. **STRAP Number:** 28-47-25-B3-0280A.0000

5. **Property Dimensions:**

a. Area: 1.5+/- ☐ square feet ☒ acres

b. Width along roadway: 280+/- feet

c. Depth: Irregular feet

6. **Property Location Address:** 26660 Country Club Drive

City: Bonita Springs **State:** FL **Zip:** 34134

7. **General Location of Property:** Northeast corner of County Club Drive and Bonita Bay Blvd.

PART III
OWNERSHIP/AUTHORIZED AGENT AFFIDAVIT

I, Fred Fung as CEO of Bonita Bay Club, Inc., certify that I am the owner or owner's authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

***** SIGN ONLY IN THE PRESENCE OF A NOTARY PUBLIC *****

STATE OF: Florida COUNTY OF: Lee

Signature: *Fred Fung*

Signatory's Printed Name: Fred Fung as CEO of Bonita Bay Club, Inc.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ or online notarization, this

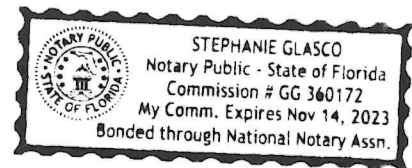
7th (day) of March, (month) 2023 (year), by Fred Fung as CEO of Bonita Bay Club, Inc. (name of person making statement).

Signature of Notary Public - State of Florida: *Stephanie Glasco*

Name of Notary Typed, Printed, or Stamped: Stephanie Glasco

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____



PART IV
LETTER OF AUTHORIZATION
TO CITY OF BONITA SPRINGS COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as STRAP Number 28-47-25-B3-0280A.0000 and legally described in exhibit A attached hereto.

The property described herein is the subject of an application for zoning or development. We hereby designate Q. Grady Minor & Associates, P.A. and Pavese Law as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Bonita Springs.

Fred Fung
(Signature of Owner*)

Fred Fung as CEO of Bonita Bay Club, Inc.
(Printed Name of Owner)

(Signature of Owner*)

(Printed Name of Owner)

(Signature of Owner*)

(Printed Name of Owner)

(Signature of Owner*)

(Printed Name of Owner)

***** SIGN ONLY IN THE PRESENCE OF A NOTARY PUBLIC *****

STATE OF: Florida COUNTY OF: Lee

Signature of Owner: Fred Fung

Signatory's Printed Name: Fred Fung as CEO of Bonita Bay Club, Inc.

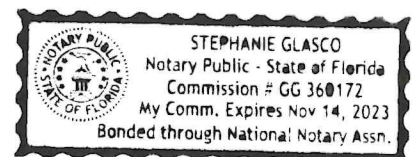
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ or online notarization, this 04th (day) of March, (month) 2023 (year), by Fred Fung as CEO of Bonita Bay Club, Inc. (name of person making statement).

Signature of Notary Public - State of Florida: Stephanie Glasco

Name of Notary Typed, Printed, or Stamped: Stephanie Glasco

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____



GENERAL EXPLANATORY NOTES

1. Applications for an Administrative Setback Variance from Chapter 4 (Zoning) of the Land Development Code must include this form plus the Administrative Action Request Supplement A form.
2. Applications for a Commercial Lot Split must include this form plus the Administrative Action Request Supplement B form.
3. Applications for an Administrative Approval for Consumption-On-Premises permit must include this form plus the Administrative Action Request Supplement C form.
4. Applications for a Minimum Use Determination must include this form plus the Administrative Action Request Supplement D form.
5. Applications for an Interpretation of the Land Development Code must include this form plus the Administrative Action Request Supplement E form.
6. Applications for Administrative Relief for Designated Historic Resources must include this form plus the Administrative Action Request Supplement F form.
7. Applications for Relief for Easement Encroachment must include this form plus the Administrative Action Request Supplement G form.
8. Applications for Administrative Amendment to a PUD or Planned Development must include this form plus the Administrative Action Request Supplement H form.
9. Applications for an Administrative Deviation from Chapter 2 (Development Standards) of the Land Development Code must include this form plus the Administrative Action Request Supplement I form.
10. Applications for Administrative Approval for the Placement of a Model Home/Unit or Model Display Center must include this form plus the Administrative Action Request Supplement J form.
11. Applications for Administrative Approval for the Placement of Docks and Shoreline Structures must include this form plus the Administrative Action Request Supplement K form.
12. Applications for Administrative Approval to Utilize Post Disaster Administrative Relief Regulations must include this form plus the Administrative Action Request Supplement L form.
13. Applications for Administrative Approval to for the Placement of a Community Garden must include this form plus the Administrative Action Request Supplement M form.
14. Applications for Administrative Approval for the Joint Use of Parking must include this form plus the Administrative Action Request Supplement N form.
15. Applications for Administrative Approval for Wireless Communication Facilities must include this form plus the Administrative Action Request Supplement O form.
16. Applications for Administrative Approval for a Bed and Breakfast must include this form plus the Administrative Action Request Supplement P form.
17. Applications for Administrative Approval seeking Remedy a Temporary Moratorium must include this form plus the Administrative Action Request Supplement Q form.
18. All Applicants must pay the Application Fee set forth in the City External Fees and Charges Manual.

EXPLANATORY NOTES FOR PART I

1. Applicant's Name: Application may be by the landowner or his authorized agent.
2. Relationship of applicant to owner. If the applicant is not the owner of the property, a notarized authorization form from the owner to the applicant must be submitted.
3. Agent's Name: If the applicant will have other people representing him in processing this application, please indicate their name, address, and phone number.
4. Place check mark next to type of administrative action being requested.
5. State in general terms, the purpose of the requested action.

EXPLANATORY NOTES FOR PART II

Part II must be completed for all applications in which a particular tract or parcel of land is involved. **Applications for administrative interpretations of the ordinance which do not affect a particular parcel of land do not need to complete this part.**

1. If the request is due to a violation notice, please indicate the date it was issued, the type of notice (i.e. building code, zoning, etc.,) and what the violation was.
2. Relationship of applicant to owner: If the applicant is not the owner of the property, please state the relationship such as option holder, contract purchaser, lessee, trustee, agent, etc. A **notarized** authorization form from the owner to the applicant must be submitted.
3. If the applicant is the owner, write "same".
4. If the property is not fully described as a lot or lots in a platted subdivision, a complete, legible, legal description and certified sketch of description (as set out in Chapter 61G 17-6.006 Florida Administrative Code) must be submitted which is sufficiently detailed so as to be able to locate said property on city/county maps or aerial photographs. If the application includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different requests are made on individual parcels. The Director may reject any legal description which is not legible or sufficiently detailed so as to locate said property.
5. If more than one parcel is involved, list all STRAP numbers. If the property is within an unofficial recorded subdivision, submit a copy of the O.R. Book and Page where the unofficial recorded subdivision is recorded.
6. Please provide a description of how to get to the property referenced to major streets.

EXPLANATORY NOTES FOR PART III

1. The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by the submittal of inaccurate or incomplete information will be the responsibility of the applicant.
2. All information submitted with the application becomes a part of the public record and will be a permanent part of the file.
3. All applications must be submitted in person. Mailed-in applications will not be processed.
4. All attachments and exhibits submitted must be of a size that will fit or conveniently fold to fit into a letter size (8 ½" x 11") folder.
5. The Department staff will review this application for compliance with requirements of the Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.

EXPLANATORY NOTES FOR PART IV

Where there is more than one owner, either legal or equitable, then all such owners must jointly initiate the application. Exceptions to this are:

1. It is not required that both husband and wife initiate the application on private real property owned by them.
2. Where the property is subject to a land trust agreement, the trustee may initiate the application.
3. Where the fee owner is a corporation, any duly authorized corporate official may initiate the application.
4. Where the fee owner is a partnership, the general partner may initiate the application.
5. Where the fee owner is an association, the association may appoint an agent to initiate the application on behalf of the association.
6. Where the property is a condominium or time-share condominium, refer to Sec. 4-201(a)(1)b. for rules.
7. Where the property is a subdivision, refer to Sec. 4-201(a)(1)c. for rules.
8. Rezoning initiated by the City of Bonita Springs on property not owned by the city.

Bonita Bay PUD

Administrative Interpretation Narrative

The subject property, which is located in the northeast quadrant of Country Club Drive and Bonita Bay Boulevard. The property is currently zoned Bonita Bay PUD, adopted as Ordinance 81-55 and Resolution 81-452, as amended. The Bonita Bay PUD was adopted as its own zoning and Land Development Code. The PUD included a Master Development plan, and the subject property is designated C-1, Regional Commercial on the PUD master development plan. The site is presently developed with an office building which is utilized as a sales center for the community and offices for the Bonita Bay Club. The property is owned by Bonita Bay Club, Inc. Section 1, 1.01, states that the PUD ordinance provides the guidelines and standards for the future development of the property. Section 2.02 provides that Bonita Bay is a planned community that includes a mixture of residential and commercial uses. Section 6.02, PUD Ordinance, sets forth the 107 permitted principal uses and structures. A hotel is a permitted use, as well as fire stations, hospitals, and residential dwelling units designed as an integral part of an office building. These uses all permit some form of residency in the regional commercial area. Use 108 is any other commercial use that is comparable in nature and compatible as determined by the Director. Section 12.2.C. submits that the Developer shall not prohibit "affordable housing." At the time it was anticipated that the development would employ persons already residing in the area. The need for affordable housing in Bonita Springs has dramatically changed since 1981.

The property owner is seeking an Administrative Interpretation that an on-site employee dormitory for employees of the Bonita Bay Club and related club entity (Bonita Bay Community Association and Bonita Bay Marina) is analogous and permitted. It is herein submitted that the use is comparable in nature to other uses permitted in the C-1 District of the Bonita Bay PUD and that the proposed use is compatible with other uses permitted in the C-1 District. The Director has the authority to find that the use is compatible pursuant to the authority granted in Section 6.02.A of the Bonita Bay PUD.

No new structures are required, the existing 2-story building would be renovated to accommodate dormitory style living quarters for up to 44 employees (22 rooms). Of the 22 rooms, 2 would be suites which would house a resident manager as well as the executive chef or other higher-level employee of the club or affiliated entity. The dormitory style accommodations would share kitchen and laundry facilities located on each floor. The resident manager suite would include their own cooking facility. The proposed floor plan for the building is provided with this application for your information.

Section 6.02.A of the Bonita Bay PUD lists numerous permitted commercial uses for the property, and it specifically permits hotels, motels, transient lodging facilities and residential dwelling units. The proposed dormitory is comparable to these uses in that they will provide for largely seasonal residents. We submit that the proposed employee housing is compatible with other uses in the C-1 district.

Employee housing in Bonita Springs is in extremely high demand and the supply of reasonably priced housing is in short supply. Given the increasing housing costs in the area, the Bonita Bay

Club desires to provide for on-site employee housing in order to provide affordable housing by controlling rental costs for the employees. Furthermore, the housing will be conveniently located enabling the employees to walk or bike to the Club, rather than rely on alternative means of transportation to and from work. Repurposing this commercial building to accommodate workforce housing to serve as employee housing is a creative and constructive way to address the housing affordability issue facing the City of Bonita Springs. Bonita Bay Club, Inc. is in a unique position in that it owns the subject parcel and has the financial resources to repurpose the existing building for use as on-site employee housing.

The proposed on-site employee housing is consistent with the Bonita Plan.

The PUD is located in the Moderate Density Mixed Use Planned Development Future Land Use category of the Bonita Plan. This land use category, Policy 1.1.10, provides for a variety of commercial, light industrial and residential land uses.

The Housing Element supports development of a variety of housing types within the City. Objective 1.1 indicates that the City will provide lands for a variety of housing types including those for affordable workforce housing. The proposed dormitory use will provide affordable workforce housing within the community for those employees of the Bonita Bay Club, and related entities, consistent with this objective of the Bonita Plan. Policy 1.3.3. of the Housing element submits that the City shall (mandatory) support public private partnerships in the provision of affordable housing for the workforce.

Housing Element Policy 1.3.8 indicates that the City will make density provisions for dormitory housing for single workers. This policy indicates that dormitory style residents for workers is not only permitted, but incentivized. Policy 1.3.9 the City shall study and develop incentives for commercial development to provide workplace housing such as allowing major employers and hotels to achieve greater density/intensity if on-site affordable housing is provided for employees. The proposed on-site dormitory for Bonita Bay employees is consistent with these two housing policies.

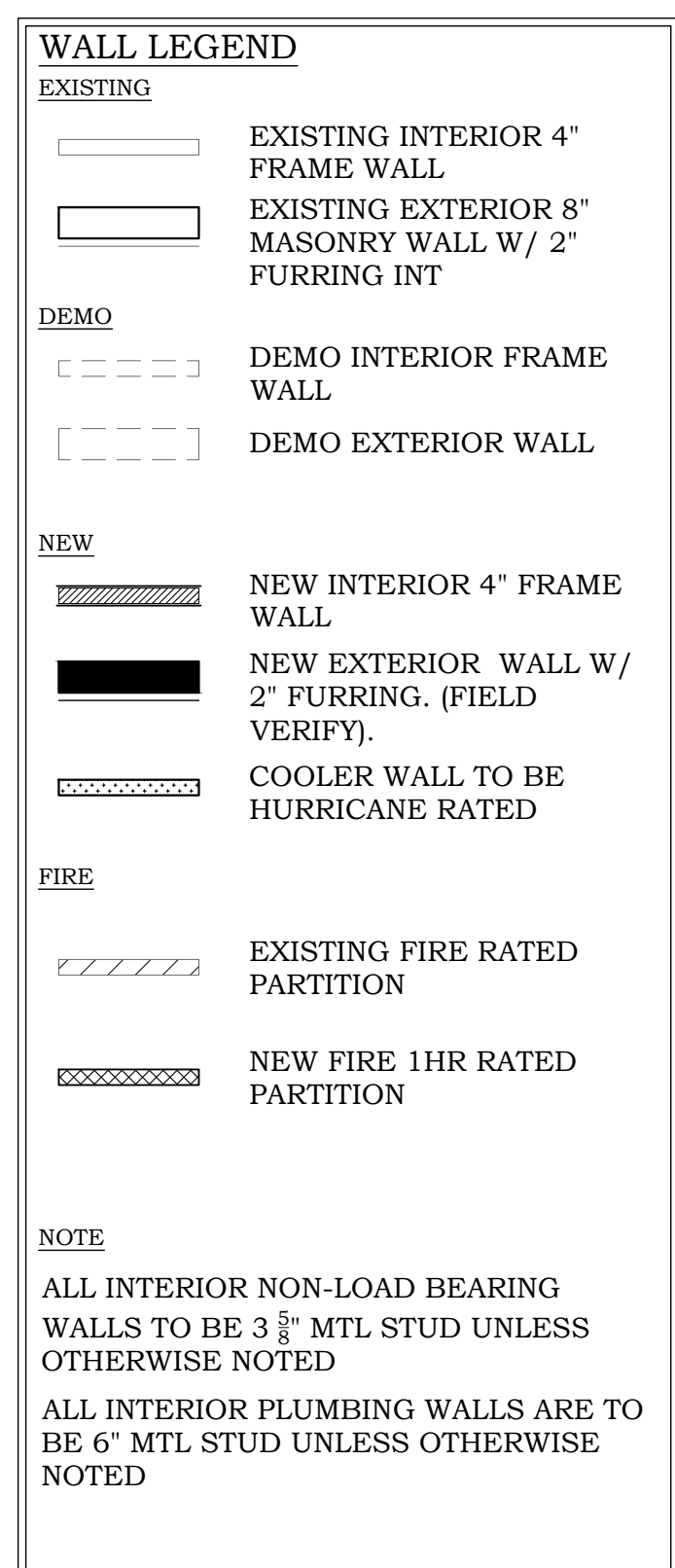
The provision of on-site employee dormitory style housing will result in fewer vehicular trips for the Bonita Bay community as 40+ employees will have the opportunity to reside within the community and will be able to walk, scooter or bike to and from work. Many of the workers currently reside outside the immediate area and rely on a vehicle for their daily commute to and from work. This concept is consistent with Transportation Element Policy 1.5.3 which encourages employer opportunities to reduce traffic impacts.

The applicant held a publicly advertised meeting for the community on February 6, 2023 to discuss the proposed conversion of the existing building for use as employee dormitory housing. Generally, there was community support for the use. A few meeting attendees raised operational questions. In response to comments received at the meeting the applicant is willing to make the following commitments related to the proposed employee housing use:

1. Occupants, except for on-site manager, must be employees of the Bonita Bay Club and related entities such as the Bonita Bay Marina or Bonita Bay Community Association.
2. The on-site housing will be required to provide a live-in manager.

3. A maximum of 22 rooms and a maximum of 44 occupants are permitted in the dwelling.
4. The facility must be designed in substantial compliance with the provided "Bonita Bay Dormitory" floor plan submitted with this interpretation.
5. This interpretation is only applicable to 26951 Country Club Drive, Bonita Springs, Florida.

We respectfully request that you determine the proposed on-site dormitory use to be comparable and compatible on this C-1 parcel within the PUD. The applicant acknowledges that this determination is applicable only to the subject property and is not applicable throughout the Bonita Bay PUD.



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

**BONITA BAY
DORMITORY**

MODIFICATIONS & ALTERATIONS
 26951 COUNTRY CLUB DR.
 BONITA SPRINGS, FLORIDA 34134

JOE McHARRIS

Scale: **NEC**

Project No. **C22-0003**

Sheet Name:
EXISTING FLOOR PLAN

Sheet No.:

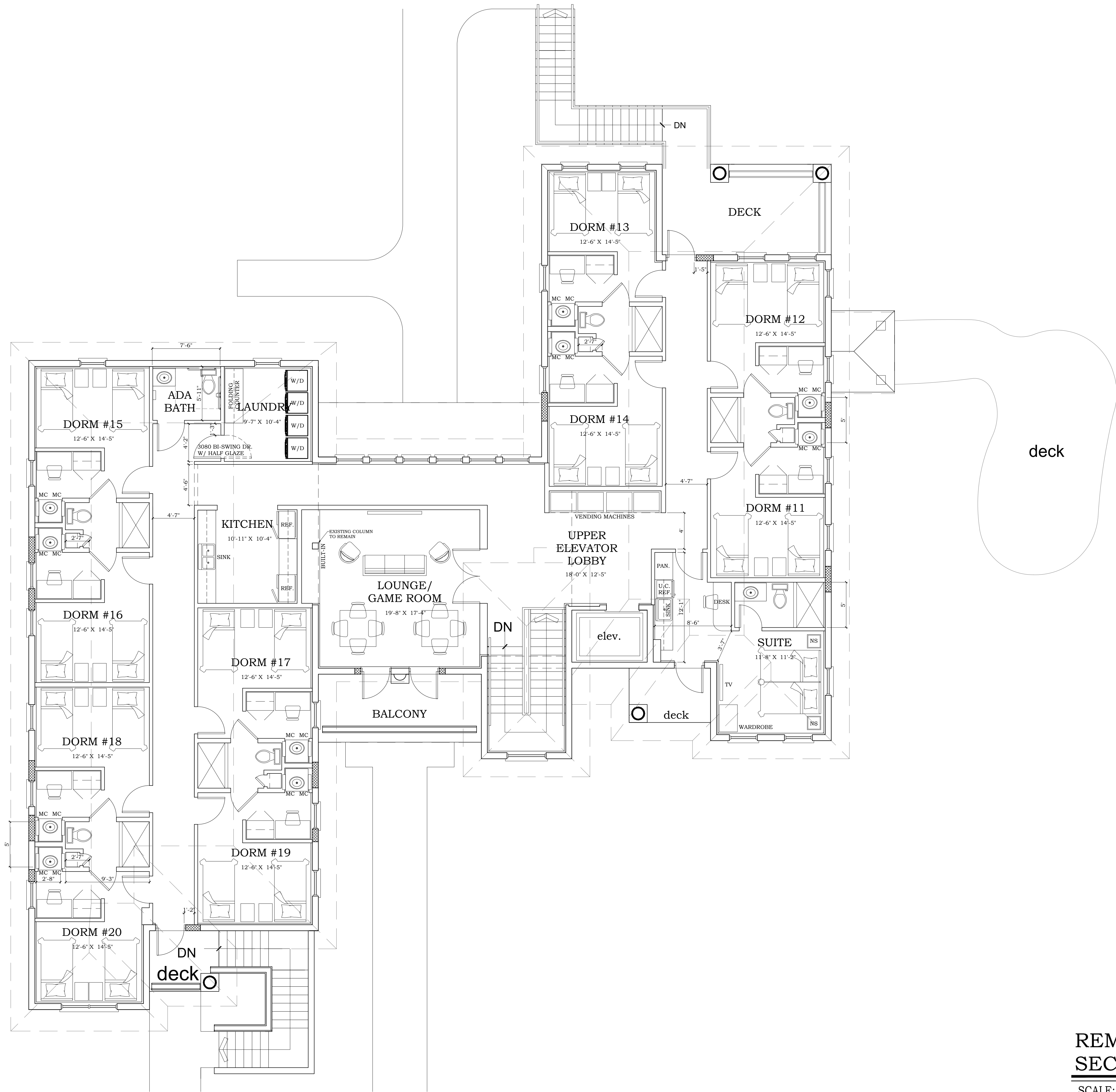
Sheet No. **A3.2**

No.	Issue	Date	Revision:	By:	Date
1					
2					
3					
4					
5					

JOE McHARRIS is the designer of record for the above project. The design is based on the information provided by the client and the field notes of the designer. The design is based on the information provided by the client and the field notes of the designer. The design is based on the information provided by the client and the field notes of the designer.

McHARRIS
PLANNING & DESIGN
 13700 BONITA BEACH ROAD
 SUITE 103
 BONITA SPRINGS, FL 34135
 PHONE: (239) 948-6669
 FAX: (239) 948-6669
 MOBILE: (239) 821-4999

WOLFE



EXISTING

EXISTING INTERIOR 4" FRAME WALL

EXISTING EXTERIOR 8" MASONRY WALL W/ 2" FURRING INT

DEMO

DEMO INTERIOR FRAME WALL

DEMO EXTERIOR WALL

NEW

NEW INTERIOR 4" FRAME WALL

NEW EXTERIOR WALL W/ 2" FURRING. (FIELD VERIFY).

COOLER WALL TO BE HURRICANE RATED

FIRE

EXISTING FIRE RATED PARTITION

NEW FIRE 1HR RATED PARTITION

NOTE

ALL INTERIOR NON-LOAD BEARING WALLS TO BE 3 ⁵/₈" MTL STUD UNLESS OTHERWISE NOTED

ALL INTERIOR PLUMBING WALLS ARE TO BE 6" MTL STUD UNLESS OTHERWISE NOTED

REMODELING

SECOND FLOOR PLAN

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

© JOE MCHARRIS 2019

Project Name and Address

BONITA BAY DORMITORY

MODIFICATIONS & ALTERATIONS

26951 COUNTRY CLUB DR.

BONITA SPRINGS, FLORIDA 34134

Check by:

Drawn by:

Scale

Project No.

Sheet Name:

Sheet No.

JOE MCHARRIS

NEC

C22-0003

REMODELING

SECOND FLOOR PLAN

A3.3

Project No.

5

Revision:

1

Date

Issue

By:

Date

JOE MCHARRIS

PLANNING & DESIGN

11335 BONITA BEACH ROAD

SUITE 103

BONITA SPRINGS, FL 34135

PHONE: (239) 948-6689

FAX: (239) 948-6689

MOBILE: (239) 821-9599

NOT FOR CONSTRUCTION

Bonita M. Harris, Inc. hereby reserves its copyright and other property right in these plans, ideas and designs. These plans, ideas and designs are the property of Bonita M. Harris, Inc. and shall remain the property of Bonita M. Harris, Inc. in any form or manner whatsoever, and are to be assigned to any person or entity only by written agreement of Bonita M. Harris, Inc. Within dimensions on these drawings shall have precedence over all other dimensions. Contractor shall verify and be responsible for all dimensions shown on these drawings. Bonita M. Harris, Inc. shall be notified in writing of any variations from the dimensions shown on these drawings. Bonita M. Harris, Inc. shall be responsible for construction shall be in accordance with all state and local codes.



ATTACHMENT B

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

April 21, 2023

Fred Fung, CEO
Bonita Bay Club, Inc.
26660 Country Club Drive
Bonita Springs, Florida 34134

Re: Ordinance Interpretation, ADD23-100545-BOS, Bonita Bay Planned Unit Development (PUD)

Dear Mr. Fung:

The City of Bonita Springs Community Development Department is in receipt of the Ordinance Interpretation Request submitted by Bonita Beach Club, Inc. ("Applicant"), and stamped received March 9, 2023. Our analysis and response are set forth below.

Ordinance Interpretation #1:

Whether an on-site employee dormitory for employees of the Bonita Bay Club and related club entity (Bonita Bay Community Association and Bonita Bay Marina) is analogous and permitted in the C-1 District of the Bonita Bay PUD Master Plan, pursuant to Lee County Zoning Ordinance 81-55 and Lee County Zoning Resolution Z-81-452.

Analysis and Response #1:

The Applicant's Narrative states that hotels, motels, transient lodging facilities and residential dwelling units are permitted uses in the C-1 "Regional Commercial" District of the Bonita Bay PUD, and, as such, employee dormitories should be considered a permitted use pursuant to Section 6.02.A.108 of Lee County Ordinance No. 81-55 ("Bonita Bay PUD Ordinance").

Staff has been unable to locate Lee County definitions for the foregoing uses that were in place at the time of approval of the Bonita Bay PUD in 1981, nor has the Applicant provided any such definitions with its Request. The earliest definitions available for examination are from 1986 and are as follows:

Transient Hotel: Any building containing principally sleeping rooms in which transient guests are lodged with or without meals but with no provisions made for cooking in any individual room or suite. The hotel may have a dining room or restaurant as an accessory use. Such building would structurally and for purposes of safety, be obliged to conform to

the laws of the State regulating hotels. Access to individual guest rooms is from inside hallways or corridors.

Transient Motel: *A building or group of buildings which contain sleeping accommodations for transient occupancy, and has individual entrances from outside the building to serve each such sleeping unit. No provision shall be made for cooking in any individual rooms or suite of rooms. Motels may have one (1) or more dining rooms, restaurants or cafes as accessory uses.*

Lee County subsequently repealed and replaced the above-quoted definitions of “Transient Hotel” and “Transient Motel” with the following, currently located in Section 34-1801 of the Lee County Land Development Code:

...a hotel/motel is defined as a building, or group of buildings on the same premises and under single control, consisting of ten or more sleeping rooms kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient guests or tenants. Hotels/motels must be registered with the Department of Revenue as a bona fide hotel/motel operation and are required to pay the levied tourist development tax promulgated by the County. Hotels/motels that are not registered with the Department of Revenue or do not pay the tourist tax will be subject to the density limitations and property development regulations for multiple-family buildings.

This same definition is also found within Section 4-1528 of the current Bonita Springs Land Development Code, as adopted when the City of Bonita Springs incorporated.

In 1986, Lee County defined the term “Dormitory” as follows:

Dormitory: *(includes residence halls), those facilities, used for housing students, which are owned and controlled by a public college or university and which are to be distinguished from hotels, motels, rooming houses and boarding homes.*

The definition was subsequently amended to the following, which is currently found in Section 34-2 of the Lee County Land Development Code:

Dormitory *includes residence halls, and means those facilities, used for housing students, which are owned and controlled by a public college or university and which are to be distinguished from hotels, motels, rooming houses and boarding houses.*

This same definition of “Dormitory” is also found within Section 4-2 of the Bonita Springs Land Development Code, as adopted when the City of Bonita Springs incorporated.

With reference to rooming houses and boarding houses in the preceding definition, Lee County defined such terms in 1986 as follows:

Boarding House: An establishment with lodging facilities for more than four (4) but less than ten (10) persons, where meals are regularly prepared and served for compensation, and where food is placed upon the table family style, without service or ordering of individual portions from a menu.

Rooming House: A residential building, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten (10) and more than three (3) rooms are used for the accommodation of such guests or tenants, but which does not maintain a public dining room in the same building or in any accessory building.

Lee County currently defines the terms “Boarding house” and “Rooming house” as follows:

Boarding house means an establishment with lodging facilities for more than four but less than ten persons, where meals are regularly prepared and served for compensation, and where food is placed upon the table family style, without service or ordering of individual portions from a menu. See Rooming house.

Rooming house means a residential building used, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten and more than three rooms are used for the accommodation of such guests or tenants, but which does not maintain a public dining room in the same building or in any accessory building.

The City adopted the above-quoted definitions of “Boarding house” and “Rooming house” when it incorporated, and such definitions are currently found within Section 4-2 of the Bonita Springs Land Development Code.

Of the defined uses discussed above, only hotels and motels are listed in the C-1 District of the Bonita Bay PUD Ordinance – see Sections 6.02.A.54 and .69. It is indisputable, however, that the proposed use – an “employee dormitory” – does not constitute a hotel or motel, as those uses are defined.

A definition could not be found specifically for a transient lodging facility. The following definition for “Transient guest,” however, can be found in Section 4-2 of the Bonita Springs Land Development Code:

Transient guest means any guest registered as provided for in F.S. § 513.01(11), for six months or less.

The statutory provision referenced in the above-quoted definition pertains to mobile home and recreational vehicle parks and, thus, would not be consistent with the proposed use of an “employee dormitory.”

Based upon the above, the issue becomes whether an “employee dormitory” or “employee housing” may be deemed a consistent, compatible, or similar use pursuant to Section 6.02.A.108 of the Bonita Bay PUD Ordinance. Section 6.02.A.108 of the Bonita Bay PUD Ordinance authorizes as a permitted principal use or structure:

*(108) Any other **commercial use or professional service** which is comparable in nature with the foregoing uses and which the Director determines to be compatible in the district.*

(Emphasis supplied).

An “employee dormitory” or “employee housing” is **not** commercial in nature, nor is either use a professional service. Rather, such uses are “residential” uses. Residential uses, however, are permitted in the C-1 District pursuant to the Bonita Bay PUD Ordinance **only** if “designed as [an] integral part of the commercial/office building” – see Section 6.02.A.88. In other words, residential dwelling units are permitted only when part of a mixed-use building being used for commercial and/or office uses. According to the Applicant’s Narrative, the proposed plan is to convert the former sales center building in the Bonita Bay PUD into an employee dormitory/employee housing with twenty-two (22) dorm rooms for up to forty-four (44) employees. Thus, as proposed, the employee dormitory/employee housing would not be an “integral part of the commercial/office building.”

In sum, it is the Staff’s opinion that providing employee dormitories or employee housing, as proposed, is **not** consistent with the schedule of uses in the Bonita Bay PUD Ordinance for the C-1 “Regional Commercial” District, and that the Applicant’s justification of using Director discretion as provided in Section 6.02.A.108 of the Bonita Bay PUD Ordinance to authorize such use is **not** appropriate because the proposed use is not a commercial use or professional service. Consequently, to add an employee dormitory or employee housing use to the Bonita Bay PUD, as proposed, the Applicant would need to seek an amendment to the PUD. In so doing, the Applicant would be responsible for submitting the appropriate application and associated documentation with the City, including a narrative and a justification for how the proposed use would be compatible and consistent with the C-1 District of the Bonita Bay PUD. The Applicant can request a new ordinance interpretation upon new information being brought forward and submitted for Staff’s review and consideration.

April 21, 2023
Bonita Bay Club Inc.
ADD23-100545-BOS
Page 5

Please feel free to contact me if you have any questions or need further information.

DEPARTMENT OF COMMUNITY DEVELOPMENT

Zoning Division

A handwritten signature in blue ink that reads "Mike Fiigon II". The signature is written in a cursive, flowing style.

Mike Fiigon II

Senior Planner

Copy:

Derek Rooney, City Attorney

John Dulmer, Community Development Director

Jacqueline Genson, Planning and Zoning Manager

S. Brent Spain, Outside Counsel (Staff)

David Theriaque, Outside Counsel (Staff)

**GradyMinor****LETTER OF TRANSMITTAL**RECEIVED
CITY OF BONITA SPRINGS

MAY 18 2023

COMMUNITY DEVELOPMENT
DEPARTMENT

Bonita Springs Department of Community Development

9220 Bonita Beach Road, Suite 111

Bonita Springs, FL 34135

DATE: May 18, 2023

JOB CODE: BBEHDO

ATTENTION: Zoning Counter

RE: **Bonita Bay PUD Administrative
Interpretation Appeal**

Sent by: ☒ **Courier**: ☐ Morning ☐ Afternoon ☐ Rush ☐ **US Mail** ☐ Pick-Up ☐ Hand-Delivery
☐ **Federal Express**: ☐ Morning ☐ Afternoon

WE ARE SENDING: ☐ Prints ☐ Plans (velum) ☐ Disk ☐ Application Submittal
☐ Specifications ☐ Copy of letter ☐ Permit Application ☐ Other

Copies	Description
1	Check #14191 – application fee
1	Administrative Interpretation Appeal
1	Copy of Administrative Action Being Appealed

THESE ARE TRANSMITTED as checked below:

☐ Approved as submitted ☐ Approved as noted ☐ Returned for corrections
☐ For your use/records ☐ For approval ☐ For review and comment
☐ As requested ☐ For Signature and Return

SIGNED: _____

Sharon Umpenhour

COPY TO:

Q. Grady Minor & Associates, P.A.

3800 Via Del Rey
 Bonita Springs, FL 34134
 239-947-1144
 239-947-0375(fax)

6150 Diamond Centre Ct., Ste 1003
 Fort Myers, FL 33912
 239-690-4380
 239-768-0291(fax)

If enclosures are not as noted, kindly notify us at once.



Administrative Interpretation Appeal

Land Development Code Section 4-53

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

An administrative action or interpretation may be appealed by the Applicant. The appealing party must file a Notice of Appeal no later than 30 calendar days after the administrative official renders the action appealed. The Notice of Appeal must be filed with the City of Bonita Springs Community Development Department, on this form and the filing fee paid. A Notice of Appeal is not filed until payment of the filing fees.

All administrative appeals will be heard in accordance and must be in compliance with the provisions of LDC Section 4-53(c).

Case No. _____ Case No. Being Appealed: ADD23-100545-BOS

PART 1 APPELLANT DATA

- A. Name of Appellant: Bonita Bay Club, Inc.
Street Address: 26660 Country Club Drive
City: Bonita Springs State: FL Zip: 34134
Phone #: 239-495-0200 Fax #: _____ E-mail: FredFung@BonitaBayClub.net
- B. Name of Agent: Donald W. Arnold, AICP
Street Address: Q. Grady Minor & Associated, P.A., 3800 Via Del Rey
City: Bonita Springs State: FL Zip: 34134
Phone #: 239.947.1144 Fax #: _____ E-mail: warnold@gradyminor.com
- C. Name of Property Owner: Same as Appellant
Street Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Fax #: _____ E-mail: _____

PART 2 SUBJECT OF APPEAL BEING REQUESTED

- A. Action being appealed (Attach and label as Action Being Appealed):
☐ Copy of Administrative Action being appealed.
☒ Copy of Administrative Interpretation issued by County being appealed.
- B. Summarize the action that is being appealed. (Note: If additional space is needed, please attach a separate sheet and label as **Summary of Action Being Appealed.**)
Appellant is appealing Director's decision related to ADD23-100545-BOS. Appellant disagrees with
the interpretation request and would potentially supplement the original application.

- C. Specifically state the error you believe the administrative official made, the relief sought, and the legal basis for the requested relief. The failure to state the error made by the administrative official may result in dismissal of the appeal. (Note: If additional space is needed, please attach a separate sheet and label as **Reason for Appeal**.)

Director may not have utilized appropriate basis for comparable use determination in Z-81-452.

- D. Name(s) of Bonita Springs Administrative Official and Department(s) making the original interpretation:

Mike Fiigon, Senior Planner Community Development

**PART 3
SITE SPECIFIC DATA**

If request is specific to a particular tract of land and is not so general in nature that it would apply to other properties, please complete the following:

- A. Owner of Subject Property: Bonita Bay Club, Inc.
B. STRAP No. of Subject Property: 28-47-25-B3-0280A.0000
C. Street Address of Subject Property: 26660 Country Club Drive
D. Common Description of Subject Property (reference known major streets or landmarks)

Northeast corner of County Club Drive and Bonita Bay Blvd.

- E. Legal Description (If additional space is needed, please attach a separate sheet and label as Exhibit A-3.E)
Bonita Bay Unit Twenty Eight, Unit 28, Tract A, Plat Bood 55, Pages 91-92

- F. Size of Property: 1.5+/- G. Council District: 4

**PART 4
CERTIFICATION**

I, Donald W. Arnold, being first duly sworn, depose and say that the answers, attachments, and exhibits included herewith as a part of this application are accurate and true to the best of my knowledge and belief.

Signature of Appellant or Authorized Agent

Date

Donald W. Arnold, Planning Director

5/18/23
\$ 75
Fee Amount

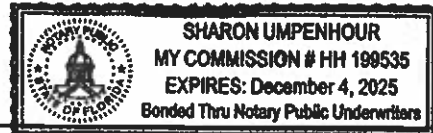
STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument acknowledged before me this 18 day of May, 2023, by Donald W. Arnold, who is personally known to me or who has produced as identification.

(SEAL)

[Signature]



Signature of notary public

Printed name of notary public

**PART 5
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH SUBMITTAL ITEM/EXHIBIT IS INDICATED BELOW. COPIES SHOULD BE SUBMITTED TOGETHER IN SETS ALONG WITH ALL OTHER REQUIRED DOCUMENTATION.

Copies Required*	SUBMITTAL ITEMS
2	Completed Application
1	Filing Fee (Ordinance No. 10-01)
2	Summarization of Appeal
2	Copy of Administrative Action Being Appealed
2	Summary of Action Being Appealed
2	Reason for Appeal

* At least one copy must be an original



9220 Bonita Beach Rd Ste 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.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
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Fred Forbes, AIA
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Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

April 21, 2023

Fred Fung, CEO
Bonita Bay Club, Inc.
26660 Country Club Drive
Bonita Springs, Florida 34134

**Re: Ordinance Interpretation, ADD23-100545-BOS, Bonita Bay
Planned Unit Development (PUD)**

Dear Mr. Fung:

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Lee County subsequently repealed and replaced the above-quoted definitions of "Transient Hotel" and "Transient Motel" with the following, currently located in Section 34-1801 of the Lee County Land Development Code:

...a hotel/motel is defined as a building, or group of buildings on the same premises and under single control, consisting of ten or more sleeping rooms kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient guests or tenants. Hotels/motels must be registered with the Department of Revenue as a bona fide hotel/motel operation and are required to pay the levied tourist development tax promulgated by the County. Hotels/motels that are not registered with the Department of Revenue or do not pay the tourist tax will be subject to the density limitations and property development regulations for multiple-family buildings.

This same definition is also found within Section 4-1528 of the current Bonita Springs Land Development Code, as adopted when the City of Bonita Springs incorporated.

In 1986, Lee County defined the term "Dormitory" as follows:

Dormitory: *(includes residence halls), those facilities, used for housing students, which are owned and controlled by a public college or university and which are to be distinguished from hotels, motels, rooming houses and boarding homes.*

The definition was subsequently amended to the following, which is currently found in Section 34-2 of the Lee County Land Development Code:

Dormitory *includes residence halls, and means those facilities, used for housing students, which are owned and controlled by a public college or university and which are to be distinguished from hotels, motels, rooming houses and boarding houses.*

This same definition of "Dormitory" is also found within Section 4-2 of the Bonita Springs Land Development Code, as adopted when the City of Bonita Springs incorporated.

With reference to rooming houses and boarding houses in the preceding definition, Lee County defined such terms in 1986 as follows:

Boarding House: An establishment with lodging facilities for more than four (4) but less than ten (10) persons, where meals are regularly prepared and served for compensation, and where food is placed upon the table family style, without service or ordering of individual portions from a menu.

Rooming House: A residential building, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten (10) and more than three (3) rooms are used for the accommodation of such guests or tenants, but which does not maintain a public dining room in the same building or in any accessory building.

Lee County currently defines the terms "Boarding house" and "Rooming house" as follows:

Boarding house means an establishment with lodging facilities for more than four but less than ten persons, where meals are regularly prepared and served for compensation, and where food is placed upon the table family style, without service or ordering of individual portions from a menu. See Rooming house.

Rooming house means a residential building used, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten and more than three rooms are used for the accommodation of such guests or tenants, but which does not maintain a public dining room in the same building or in any accessory building.

The City adopted the above-quoted definitions of "Boarding house" and "Rooming house" when it incorporated, and such definitions are currently found within Section 4-2 of the Bonita Springs Land Development Code.

Of the defined uses discussed above, only hotels and motels are listed in the C-1 District of the Bonita Bay PUD Ordinance – see Sections 6.02.A.54 and .69. It is indisputable, however, that the proposed use – an "employee dormitory" – does not constitute a hotel or motel, as those uses are defined.

A definition could not be found specifically for a transient lodging facility. The following definition for "Transient guest," however, can be found in Section 4-2 of the Bonita Springs Land Development Code:

Transient guest means any guest registered as provided for in F.S. § 513.01(11), for six months or less.

The statutory provision referenced in the above-quoted definition pertains to mobile home and recreational vehicle parks and, thus, would not be consistent with the proposed use of an "employee dormitory."

Based upon the above, the issue becomes whether an "employee dormitory" or "employee housing" may be deemed a consistent, compatible, or similar use pursuant to Section 6.02.A.108 of the Bonita Bay PUD Ordinance. Section 6.02.A.108 of the Bonita Bay PUD Ordinance authorizes as a permitted principal use or structure:

(108) Any other commercial use or professional service which is comparable in nature with the foregoing uses and which the Director determines to be compatible in the district.

(Emphasis supplied).

An "employee dormitory" or "employee housing" is not commercial in nature, nor is either use a professional service. Rather, such uses are "residential" uses. Residential uses, however, are permitted in the C-1 District pursuant to the Bonita Bay PUD Ordinance only if "designed as [an] integral part of the commercial/office building" – see Section 6.02.A.88. In other words, residential dwelling units are permitted only when part of a mixed-use building being used for commercial and/or office uses. According to the Applicant's Narrative, the proposed plan is to convert the former sales center building in the Bonita Bay PUD into an employee dormitory/employee housing with twenty-two (22) dorm rooms for up to forty-four (44) employees. Thus, as proposed, the employee dormitory/employee housing would not be an "integral part of the commercial/office building."

In sum, it is the Staff's opinion that providing employee dormitories or employee housing, as proposed, is not consistent with the schedule of uses in the Bonita Bay PUD Ordinance for the C-1 "Regional Commercial" District, and that the Applicant's justification of using Director discretion as provided in Section 6.02.A.108 of the Bonita Bay PUD Ordinance to authorize such use is not appropriate because the proposed use is not a commercial use or professional service. Consequently, to add an employee dormitory or employee housing use to the Bonita Bay PUD, as proposed, the Applicant would need to seek an amendment to the PUD. In so doing, the Applicant would be responsible for submitting the appropriate application and associated documentation with the City, including a narrative and a justification for how the proposed use would be compatible and consistent with the C-1 District of the Bonita Bay PUD. The Applicant can request a new ordinance interpretation upon new information being brought forward and submitted for Staff's review and consideration.

April 21, 2023
Bonita Bay Club Inc.
ADD23-100545-BOS
Page 5

Please feel free to contact me if you have any questions or need further information.

DEPARTMENT OF COMMUNITY DEVELOPMENT

Zoning Division



Mike Fiigon II

Senior Planner

Copy:

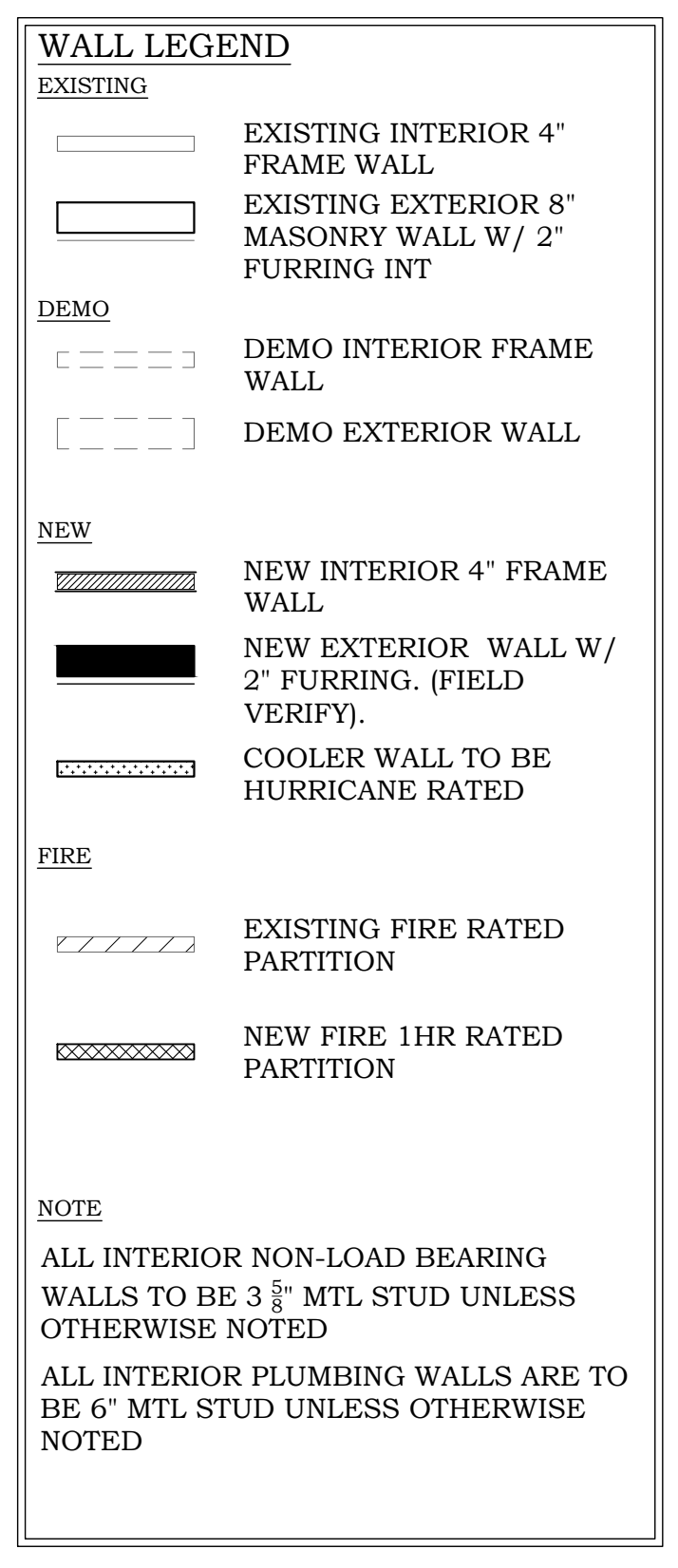
Derek Rooney, City Attorney

John Dulmer, Community Development Director

Jacqueline Genson, Planning and Zoning Manager

S. Brent Spain, Outside Counsel (Staff)

David Theriaque, Outside Counsel (Staff)



NOT FOR CONSTRUCTION



McHARRIS
PLANNING & DESIGN

11125 COUNTY BEACH ROAD
SUITE 100
BONITA SPRINGS, FL 34135
TEL: (239) 648-6666
FAX: (239) 648-6669
MOBILE: (239) 821-4999

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**BONITA BAY
DORMITORY**

**MODIFICATION & ALTERATIONS
26951 COUNTRY CLUB DR.
BONITA SPRINGS, FLORIDA 34134**

Project Name and Address

Drawn by: **JOE McHARRIS**

Scale: **NEC**

Project No. **C22-0003**

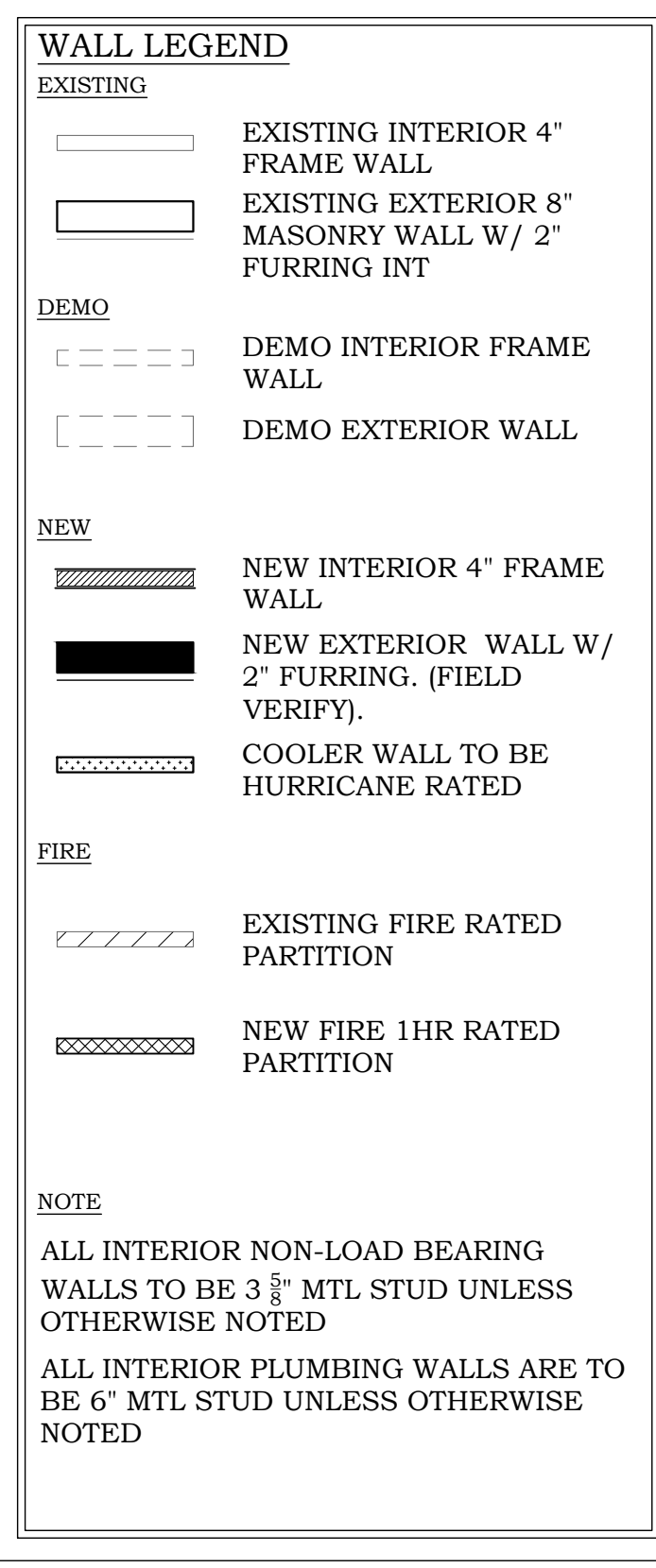
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FLOOR PLAN**

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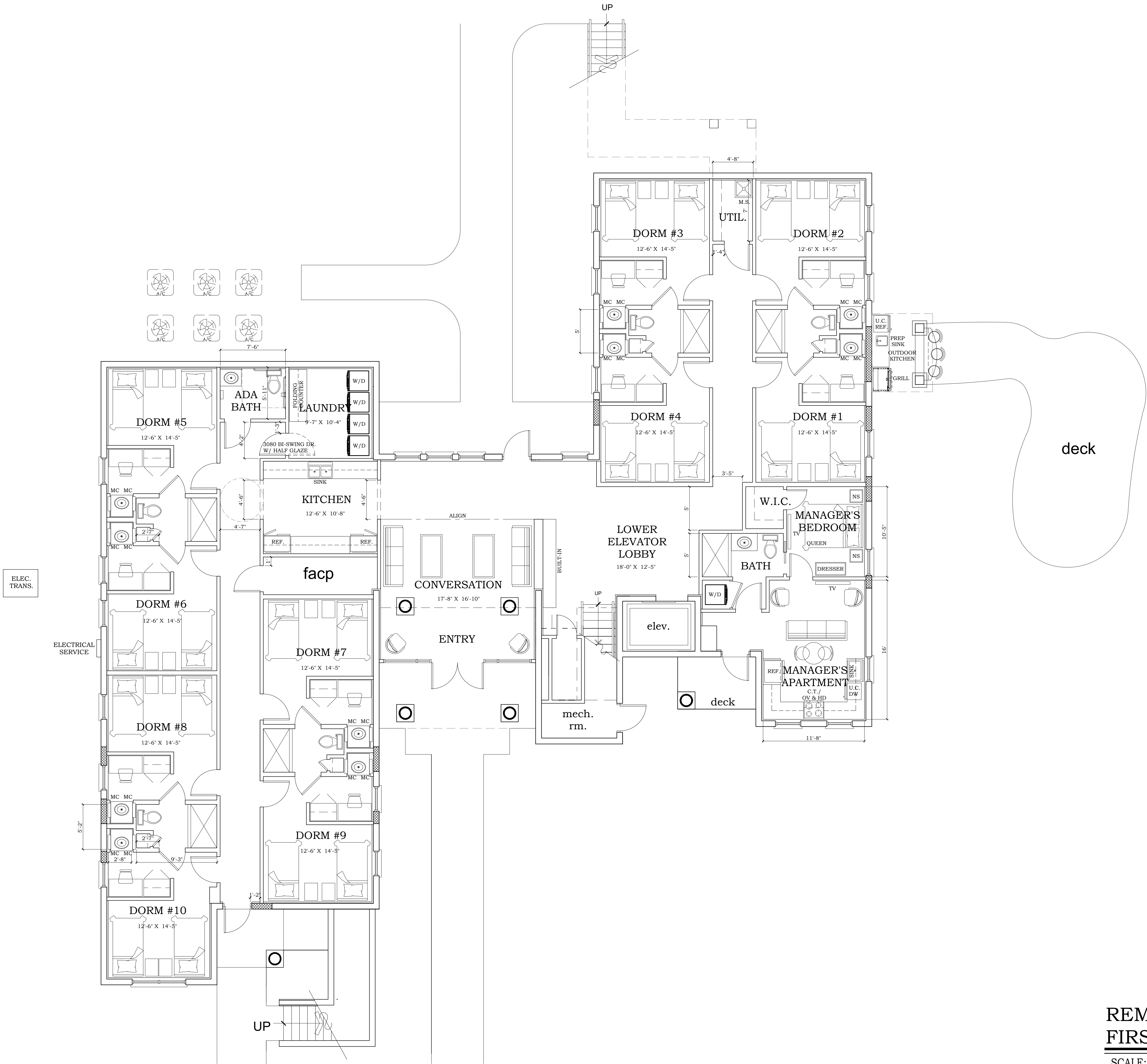
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Sheet No.



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WALL LEGEND

EXISTING

EXISTING INTERIOR 4" FRAME WALL

EXISTING EXTERIOR 8" MASONRY WALL W/ 2" FURRING INT

DEMO

DEMO INTERIOR FRAME WALL

DEMO EXTERIOR WALL

NEW

NEW INTERIOR 4" FRAME WALL

NEW EXTERIOR WALL W/ 2" FURRING. (FIELD VERIFY).

COOLER WALL TO BE HURRICANE RATED

FIRE

EXISTING FIRE RATED PARTITION

NEW FIRE 1HR RATED PARTITION

NOTE

ALL INTERIOR NON-LOAD BEARING WALLS TO BE 3 3/8" MTL STUD UNLESS OTHERWISE NOTED

ALL INTERIOR PLUMBING WALLS ARE TO BE 6" MTL STUD UNLESS OTHERWISE NOTED

NOT FOR CONSTRUCTION

McHARRIS

PLANNING & DESIGN

11335 BONITA BEACH ROAD
SUITE 103
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TEL: (239) 948-6689
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Project Name and Address

BONITA BAY
DORMITORY
MODIFICATIONS & ALTERATIONS
26951 COUNTRY CLUB DR.
BONITA SPRINGS, FLORIDA 34134

Check by:

JOE MCHARRIS

Drawn by:

NEC

Scale

Project No.

C22-0003

Sheet Name:

EXISTING FLOOR PLAN

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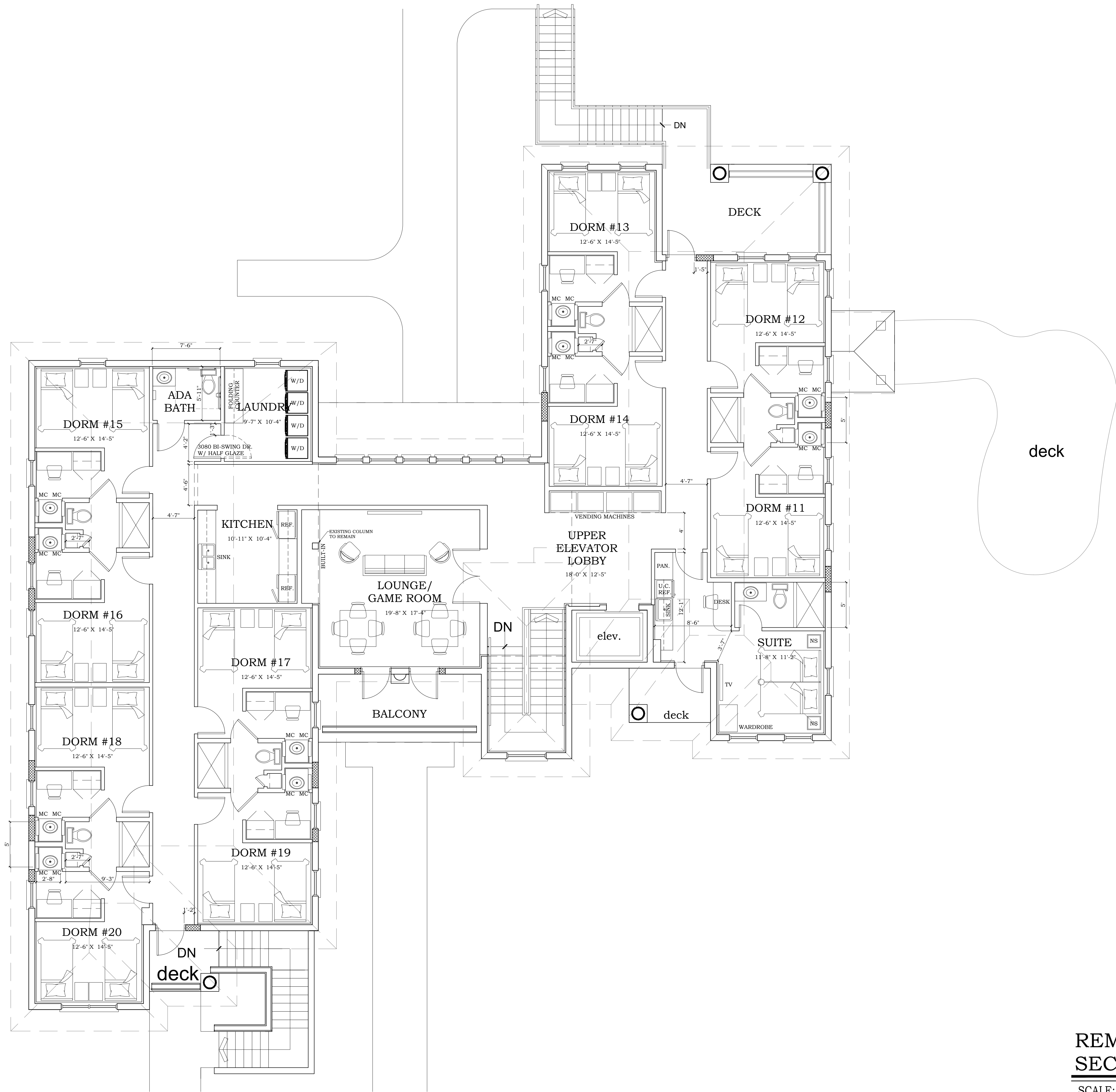
Revision:

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Date

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REMODELING
FIRST FLOOR PLAN
SCALE: 3/16"=1'-0"



EXISTING

EXISTING INTERIOR 4" FRAME WALL

EXISTING EXTERIOR 8" MASONRY WALL W/ 2" FURRING INT

DEMO INTERIOR FRAME WALL

DEMO EXTERIOR WALL

NEW INTERIOR 4" FRAME WALL

NEW EXTERIOR WALL W/ 2" FURRING. (FIELD VERIFY).

COOLER WALL TO BE HURRICANE RATED

EXISTING FIRE RATED PARTITION

NEW FIRE 1HR RATED PARTITION

NOTE

ALL INTERIOR NON-LOAD BEARING WALLS TO BE 3 8/16" MTL STUD UNLESS OTHERWISE NOTED

ALL INTERIOR PLUMBING WALLS ARE TO BE 6" MTL STUD UNLESS OTHERWISE NOTED

REMODELING
SECOND FLOOR PLAN

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

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Project Name and Address

BONITA BAY DORMITORY
MODIFICATIONS & ALTERATIONS
26951 COUNTRY CLUB DR.
BONITA SPRINGS, FLORIDA 34134

Check by: JOE MCHARRIS

Drawn by: NEC

Scale: Project No: C22-0003

Sheet Name: REMODELING SECOND FLOOR PLAN

Sheet No: A3.3

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No.

Date

Issue

No.

Date

Revision:

By:

Date

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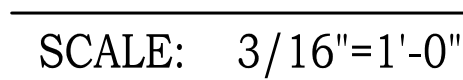
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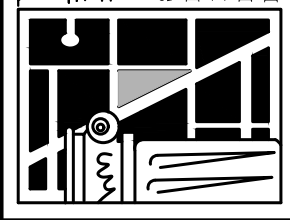


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**BONITA BAY
DORMITORY**
MODIFICATIONS & ALTERATIONS
26951 COUNTRY CLUB DR.
BONITA SPRINGS, FLORIDA 34134

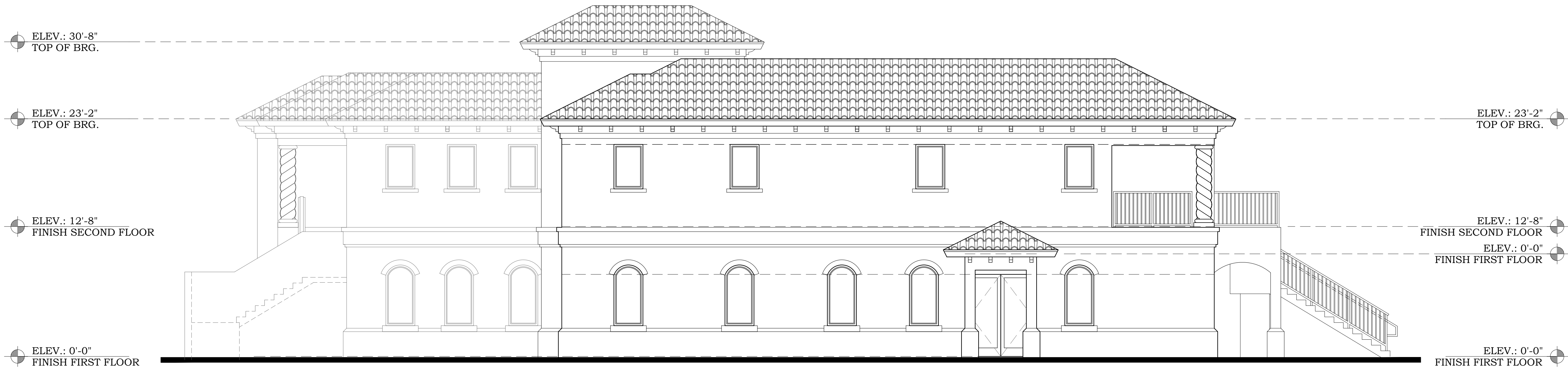
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MOBILE: (239) 821-4999

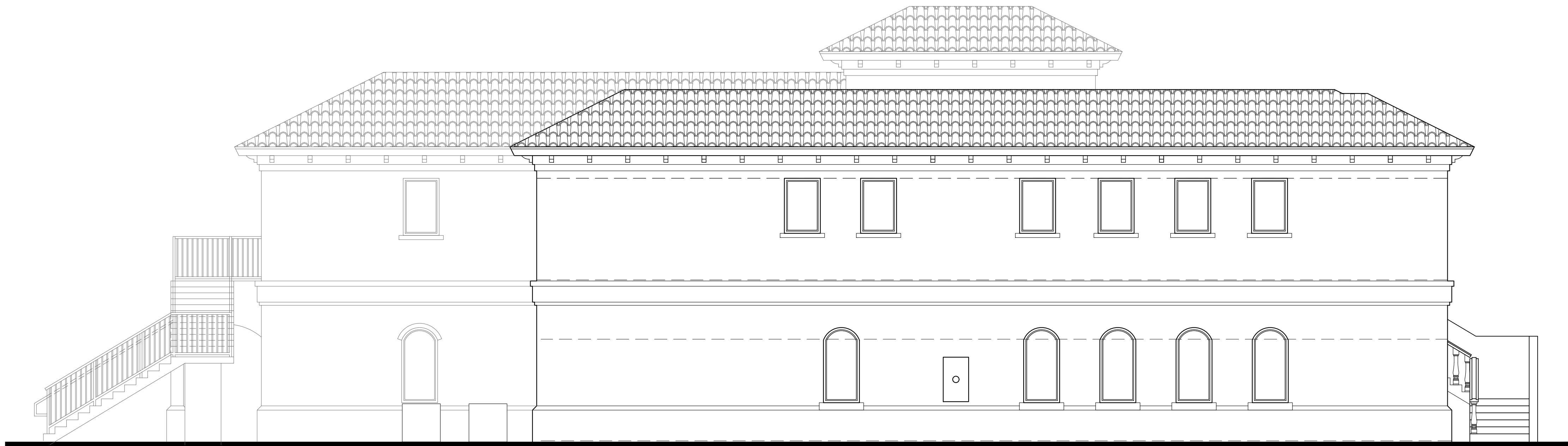
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EXISTING RIGHT ELEVATION

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EXISTING LEFT ELEVATION

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

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3			A			
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**BONITA BAY
DORMITORY
MODIFICATIONS & ALTERATIONS**
26951 COUNTRY CLUB DR.
BONITA SPRINGS, FLORIDA 34134

Check by:	JOE McHARRIS
Drawn by:	NEC

Scale
Project No.

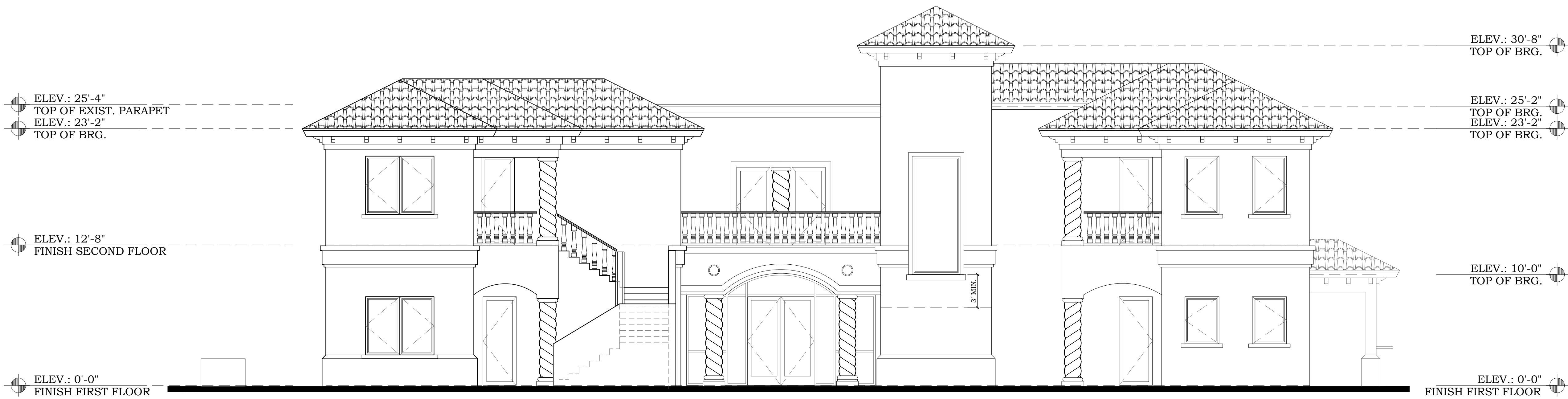
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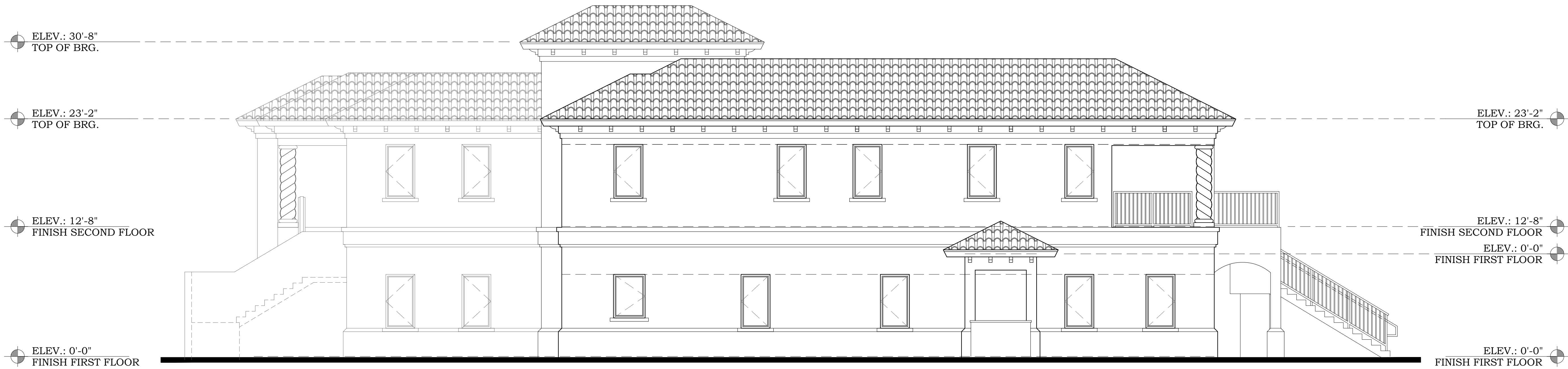
REMODELING FRONT ELEVATION

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



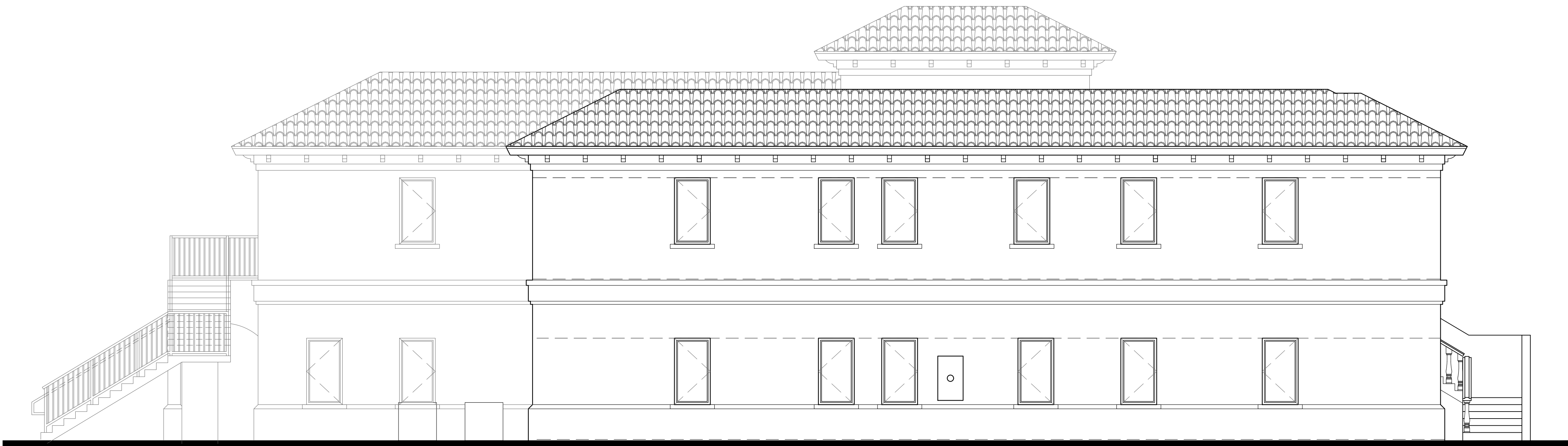
REMODELING REAR ELEVATION

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



REMODELING
RIGHT ELEVATION

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



REMODELING
LEFT ELEVATION

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

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ATTACHMENT D

SECTION VI

REGIONAL COMMERCIAL "C-1"

6.01 PURPOSE

The purpose of this Section is to set forth the regulations for the areas designated on Exhibit "H", Master Development Plan, as Regional Commercial -"C-1".

6.02 PERMITTED USES AND STRUCTURES

No building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than the following:

A. Permitted Principal Uses and Structures:

- 1) Antique Shops
- 2) Appliance Stores
- 3) Art Studios
- 4) Art supply shops
- 5) Automobile and boat parts stores
- 6) Automobile service stations
- 7) Awning shops
- 8) Bakery shops
- 9) Bait and tackle shops
- 10) Banks and financial institutions
- 11) Barber and beauty shops
- 12) Bath supply stores
- 13) Bicycle sales and services
- 14) Blueprint shops
- 15) Bookbinders
- 16) Book stores
- 17) Broadcasting studio, commercial radio & television
- 18) Business machine service
- 19) Car wash
- 20) Carpet and floor covering
- 21) Child care center subject to site plan approval
- 22) Churches and other places of worship subject to site plan approval.
- 23) Clothing stores
- 24) Cocktail lounges and bars
- 25) Commercial recreation uses
- 26) Commercial schools
- 27) Confectionery and candy stores

- 28) Conference centers
- 29) Delicatessens
- 30) Department stores
- 31) Drapery shops
- 32) Drug stores
- 33) Dry cleaning shops
- 34) Dry goods stores
- 35) Electrical supply stores
- 36) Equipment Rentals
- 37) Fire stations
- 38) Florist shops
- 39) Fraternal and social clubs, alcoholic beverages
subject to provisions of the Zoning Ordinance.
- 40) Funeral Homes
- 41) Furniture stores
- 42) Furrier shops
- 43) Garden supply stores - outside display in rear
- 44) General offices
- 45) Gift Shops
- 46) Glass and mirror sales
- 47) Gourmet shop
- 48) Hardware stores
- 49) Hat cleaning & blocking
- 50) Health food stores
- 51) Health Spa's
- 52) Hobby supply stores
- 53) Hospitals
- 54) Hotels
- 55) Ice cream stores
- 56) Interior decorating showrooms and office
- 57) Jewelry stores
- 58) Kennels - completely within a building
- 59) Laboratories - film, research and testing
- 60) Laundries, self-service only
- 61) Leather goods
- 62) Legitimate theaters
- 63) Liquor stores
- 64) Locksmith
- 65) Markets, food
- 66) Markets, meat
- 67) Medical clinics
- 68) Millinery shops
- 69) Motels
- 70) Motion picture theaters not including drive-ins
- 71) Museums
- 72) Music stores
- 73) New car dealerships - outside display permitted
- 74) News stores
- 75) Nutrition centers
- 76) Office supply stores

- 76) Paint and wallpaper stores
- 77) Package Stores
- 78) Pet shops
- 79) Pet supply shops
- 80) Photographic equipment stores
- 81) Pottery stores
- 82) Printing, publishing and mimeograph service
- 83) Private club, alcoholic beverages subject to the provisions of the Zoning Ordinance.
- 84) Professional offices and office parks
- 85) Public & private utilities building and uses
- 86) Radio and television sales and service
- 87) Research and design labs
- 88) Residential dwelling units, designed as integral part of the commercial/office building provided that the total number of dwelling units within the BONITA BAY project does not exceed 9240 dwelling units.
- 89) Restaurants, not including drive-ins
- 90) Shoe repair
- 91) Shoe stores
- 92) Shopping centers
- 93) Souvenir stores
- 94) Stationery stores
- 95) Supermarkets
- 96) Tailor shops
- 97) Taxidermists
- 98) Television & radio, transmission & relay towers
- 99) Tile sales
- 100) Tobacco shops
- 101) Toy shops
- 102) Transient lodging facilities
- 103) Upholstery shops
- 104) Variety stores
- 105) Vehicle rental
- 106) Veterinarian offices and clinics - no outside kenneling
- 107) Watch and precision instrument repair shops
- 108) Any other commercial use or professional service which is comparable in nature with the foregoing uses and which the Director determines to be compatible in the district.



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

BONITA SPRINGS CITY COUNCIL BUDGET HEARING

DRAFT Meeting Minutes
September 12, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:30 pm.

2. Invocation

Mayor Steinmeyer 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. Public Comment

None

6. Adopt a Resolution for the Tentative Levying of Ad Valorem Taxes for the Fiscal Year 2023-2024 and Establishing the Date, Time and Place for a Final Hearing. (Green Sheet No. 23-09-198)

The Clerk read the Resolution into the record, which included the percent by which the proposed millage rate exceeds the rolled-back rate; and the resulting increase in ad valorem tax revenue is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects and other capital projects.

Council Member Purdon motioned to establish the millage rate for Fiscal Year 2023-2024 at the roll back rate of .7169 mills; Mayor Steinmeyer seconded the motion. The motion failed by a vote of 2-5 (Bogacz, Carr, Corrie, Fullick, and Forbes opposed).

Council Member Carr motioned to adopt the proposed millage rate of .8173 mills for Fiscal Year 2023-2024. Council Member Corrie seconded the motion. The motion carried by a vote of 5-2 (Purdon and Steinmeyer opposed).

Resolution 23-95 adopted.

7. Adopt a Resolution for the Tentative Budget for Fiscal Year 2023-2024. (Green Sheet No. 23-09-199)

The Clerk read the Resolution into the record, which included appropriations and revenue estimates for Fiscal Year 2023-2024.

Council Member Corrie stated that he supports adopting the tentative budget with the millage rate levied at .8173 mills because the result is a surplus of \$3.8 million in the Unassigned Fund Balance.

Council Member Corrie motioned to adopt the tentative budget for Fiscal Year 2023-2024; Council Member Purdon seconded the motion. The motion carried by a vote of 6-1 (Mayor Steinmeyer opposed).

Resolution 23-96 adopted.

8. Public Comment

None

9. Adjournment

There being no further business, the meeting adjourned at 5:38 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor



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

BONITA SPRINGS CITY COUNCIL
BUDGET HEARING
DRAFT MEETING MINUTES

September 20, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:30 pm.

2. Invocation

Pastor Brad Rogers from First Presbyterian Church furnished the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led in 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. Public Comment

Ron George spoke in support of setting the millage rate at .8173.

6. Adopt a Resolution for the Final Levying of Ad Valorem Taxes for the Fiscal Year 2023-2024. (Green Sheet No. 23-09-200)

The Clerk read the Resolution into the record, which included the percent by which the proposed millage rate exceeds the rolled-back rate; and the resulting increase in ad valorem tax revenue is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects and other capital projects.

Mayor Steinmeyer motioned to set the final millage rate at .8000; Council Member Purdon seconded. The motion failed by a vote of 2-5 (Council Members Bogacz, Carr, Corrie, Fullick, and Forbes opposed).

Council Member Carr motioned to adopt the final millage rate at .8173 for Fiscal Year 2023-2024. Council Member Bogacz seconded the motion. The motion carried by a vote of 5-2 (Council Member Purdon and Mayor Steinmeyer opposed).

Resolution 23-99 Adopted

7. Adopt a Resolution for the Final Budget for Fiscal Year 2023-2024. (Green Sheet No. 23-09-201)

The Clerk read the Resolution into the record, which included appropriations and revenue estimates for Fiscal Year 2023-2024.

Council Member Corrie motioned to adopt the final budget for Fiscal Year 2023-2024; Council Member Carr seconded the motion. The motion carried 6-1 (Mayor Steinmeyer opposed).

Resolution 23-100 Adopted

8. Public Comment

None.

9. Adjournment

There being no further business, the budget hearing/meeting adjourned at 5:38 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor



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

Bonita Springs City Council

Draft Meeting Minutes

September 20, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:40 pm.

2. Invocation

Pastor Brad Rogers from First Presbyterian Church furnished the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led in 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 attendees and thanked them for their interest in city government.

7. Public Comment on Agenda Items

None

8. Consent Agenda:

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

A. Approval of the September 6, 2023 Draft City Council Meeting Minutes

B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.
(Green Sheet No. 23-09-204)

- C. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-09-206)
- D. Approve resolution accepting the recommendation from the Art in Public Places Board for tenancy of Artist Cottage #4 and authorize City Manager to execute a lease for the use of Artist Cottage #4 for a term of one year (Green Sheet No. 23-09-202)
- E. Approve resolution accepting the recommendation from the Art in Public Places Board for tenancy of Artist Cottage #1 and authorize City Manager to execute a lease for the use of Artist Cottage #1 for a term of one year (Green Sheet No. 23-09-203)
- F. Approve an agreement for the Lion's Club to host a Farmers Market at the Lemon Tree Lot on Wednesdays from 8:00am-1:00pm from October 1, 2023-September 30, 2024, with the option of four additional one-year periods upon mutual agreement. (Green Sheet No. 23-09-205)
- G. Approve a request from Local Roots LLC to host a weekly Local Roots LLC Flea Market to be held at the Promenade each Saturday morning from 8:00 a.m. to 12:00 p.m. October 7, 2023-May 25, 2024. (Green Sheet No. 23-09-209)
- Opportunity for City Council Comments on Consent Agenda

9. Mayor & Council Member Items:

- A. Discussion regarding potential opportunities for efficiency with regard to City boards and committees. (Green Sheet No. 23-09-207)

Council Member Carr introduced her item and recommended that Council direct staff to draft suggestions for Council consideration, on ways to streamline board responsibilities associated with zoning, planning, and development responsibilities, and to increase efficiencies across all city boards and committees. She pointed out that, in many jurisdictions, the Zoning Board and the Local Planning Agency are combined.

Deputy Mayor Forbes stated that he supports combining the Zoning Board and the Local Planning Agency, but the number of members on a combined board should stay at seven.

Council Member Fullick suggested an attendance requirement whereby a board member could potentially be removed if absent more than twice in a year.

Mayor Steinmeyer stated that he does not receive complaints from board members about the current process, and he feels that the ultimate decision is City Council's responsibility.

Council Member Purdon stated he agreed with Council Member Carr and is supportive of a more streamlined and structured delegation of board and committee responsibilities.

Council Member Corrie motioned to direct staff to draft recommendations for Council's consideration on ways to improve efficiencies across all City boards and committees and streamline board responsibilities associated with the zoning, planning and development process; seconded by Council Member Bogacz. The motion carried unanimously.

10. City Attorney's Items:

No items.

11. City Manager's Items:

- A. Approve a resolution adopting an administrative code for the City's policy on traffic fatality memorials in public rights of way in Bonita Springs. (Green Sheet No. 23-09-208)

City Manager Hunter introduced the item and stated that documentation of roadside memorials will begin after the adoption of the policy. Tony Backhurst, Director of Neighborhood Services, provided an overview of the key points of the policy.

Council Member Corrie motioned to approve; seconded by Council Member Carr. The motion carried 7-0.

- B. Update on Hurricane Ian recovery

Staff presented a video in commemoration of the first anniversary of Hurricane Ian. The video will also be played on Bonita TV and on social media.

Additional Updates from the City Manager

The Lee County Legislative Delegation meeting is scheduled for October 30; staff will be asking Council to approve the City's legislative priorities prior to the delegation meeting.

Staff is coordinating to hold a Comprehensive Plan Public Workshop with Dr. Margaret Banyon, tentatively scheduled for December 7.

12. Mayor and Council Member Reports

Council Member Fullick commented on the potential for a splash pad in downtown Bonita Springs.

Council Member Bogacz commended the planners of the 9/11 ceremony. She further reported that the Fire District is maintaining the same millage rate as last year.

Deputy Mayor Forbes discussed a potential legislative priority of the Florida League of Cities regarding leachable chemicals in plastics.

Council Member Corrie reported that the Resilience Task Force did not meet last week; the next meeting is scheduled for Sep. 29. It appears that the final plan may be delayed by 30 days or so.

Council Member Carr commented on several upcoming family-friendly City events.

Council Member Purdon commented on the upcoming Fiesta Bonita event, scheduled to be held on Saturday, Sep. 23.

13. Public Comment

None

14. Adjournment

There being no further business, the meeting adjourned at 6:32 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. 23-97 issued September 18, 2023
2. Resolution No. 23-104 issued on September 25, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-97

**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 18th day of September, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 9/18/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-104

**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.

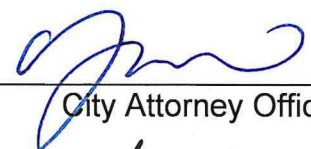
Section 2. The current State of Emergency is extended.

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 25th day of September, 2023.

AUTHENTICATION:

 Mayor
 City Clerk

APPROVED AS TO FORM: 
City Attorney Office

Date filed with City Clerk: 9/25/23

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

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

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 Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-98 issued on September 18, 2023
2. Resolution No. 23-105 issued on September 25, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 98

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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.

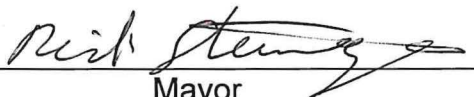
Section 2. The current State of Emergency is extended.

Section 3. Effective Date

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 18th day of September, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: _____

9/18/23

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 105

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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.

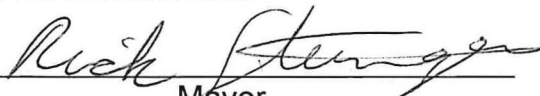
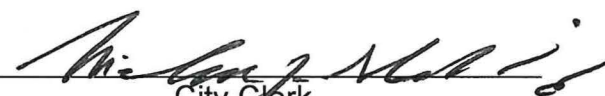
Section 2. The current State of Emergency is extended.

Section 3. Effective Date

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 25th day of September, 2023.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:

 City Attorney

Date filed with City Clerk:

9/25/23

REQUESTED MOTION: Approve a resolution to engage a firm for the City's Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services (CN 23-12) and authorize staff to enter into negotiations with the number one ranked firm, Q. Grady Minor & Associates, PA.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 4) Environmental Protection,
5) Strengthen City Finances

BACKGROUND: City Council approved an agreement with Lee County Human and Veteran Services on April 19, 2023 for the City's annual entitlement allocation of U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for FY2020-2021 (unallocated funds - \$27,608), FY2021-2022 (\$362,504) and FY2022-2023 (\$277,999) for a total of \$668,111.00.

The funds were designated for the Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services project.

On August 8, 2023, the City received four (4) sealed Letters of Interest (LOI) for engineering design services (CN 23-12).

On August 17, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended that the four (4) firms prepare presentations. The committee met on September 12 and 13, 2023 and heard presentations. Following the presentations, the firms were ranked by the committee:

1. Q. Grady Minor & Associates, PA
2. Kisinger Campo & Associates, Corporation
3. American StructurePoint, Inc.
4. Johnson Engineering, Inc.

STAFF RECOMMENDATION: Approve a resolution to engage Q. Grady Minor & Associates, PA for the Rosemary Drive Stormwater and Multi-Use Pathway engineering design services.

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 - ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE FOUR (4) FIRMS FOR THE ROSEMARY DRIVE STORMWATER AND MULTI-USE PATHWAY ENGINEERING DESIGN SERVICES (CN 23-12) AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM, Q. GRADY MINOR AND ASSOCIATES, PA.

WHEREAS, the City advertised for Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services (CN 23-12) and received four (4) qualified and experienced submittals on August 8, 2023; and

WHEREAS, the Selection Committee met on August 17, 2023, heard presentations on September 12 and 13, 2023, and ranked the firms in the following order:

1. Q. Grady Minor & Associates, PA
2. Kisinger Campo & Associates Corporation
3. American StructurePoint, Inc.
4. Johnson Engineering, Inc.

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 rank the four (4) firms as enumerated above and engage Q. Grady Minor & Associates, PA for the Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services CN 23-12.

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 4th day of October, 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 extension of Code Enforcement Hearing Examiner Agreement with Wilbur Smith LLC

REQUESTOR: Tony Backhurst, Director of Neighborhood Services

AGENDA: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics #4 Environmental Protection

BACKGROUND:

In November 2020, the City entered into an agreement with Wilbur Smith LLC to provide the service of Mr. Terry Cramer at an hourly rate of \$250 for services rendered as the City's Code Enforcement Hearing Examiner. The original agreement provided for an original term of one year and two automatic renewals of one year each, unless written notice was given to not renew. The current agreement will expire November 3, 2023.

Mr. Cramer has agreed to continue serving as the City's Hearing Examiner. Attached is an extension to the original agreement providing for an initial term of one year and two automatic renewals of one year each, and an hourly compensation rate of \$275 for services rendered.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Code Enforcement Hearing Examiner Agreement

REVIEWERS:

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

**EXTENSION OF CODE ENFORCEMENT
HEARING EXAMINER AGREEMENT**

This Extension of the Code Enforcement Hearing Examiner Agreement dated November 4, 2020, is made and entered into this ____ day of October, 2023, by and between the City of Bonita Springs, a Florida municipality whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and Wilbur Smith LLC, whose address is 2200 Broadway, Floor 3, Fort Myers, Florida 33901, hereinafter the "Hearing Examiner".

WITNESSETH

WHEREAS, on November 4, 2020, the City and the Hearing Examiner entered into a Code Enforcement Hearing Examiner Agreement for Mr. Terry Cramer to serve as the City's Hearing Examiner for an initial term of one year with two automatic renewals for consecutive terms of one year each (the "Agreement"); and

WHEREAS, the Parties wish to renew the Agreement with the same terms and conditions, except as described below.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Hearing Examiner hereby agree to extend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Hearing Examiner shall receive the sum of \$275.00 per hour for services rendered. The Hearing Examiner shall continue to submit detailed monthly billing as provided in Paragraph 4 of the Agreement.
3. The parties hereby agree to extend the Agreement for an initial term of one year, beginning November 4, 2023, with the Agreement to be automatically renewed for two consecutive terms of one year each, unless proper written notice is provided as specified in Paragraph 8 of the Agreement.
4. All other provisions of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective as of the date written above.

CITY OF BONITA SPRINGS

WILBUR SMITH LLC

Mayor Rick Steinmeyer



Terry Bowen Cramer, III

ATTEST:

Date: 9/25/2023

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

REQUESTED MOTION: Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work on Melody Lane, Hickory Blvd, West Terry Steet at Bel Rio, and the Terry Street roundabout for the amount of \$89,840.65.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: The following four (4) locations within the City are in need of asphalt repair.

- Melody Lane (81x11)
- Hickory Blvd (4x4)
- West Terry Street & Belle Rio Drive (5x5)
- Terry Street at Roundabout (5x5 + re-striping)

This proposal was procured at a competitive price via a cooperative purchase through an existing Lee County contract for "Countywide Minor Paving, Drainage and Concrete Improvements" (Contract #B200333AEJ). City funding is available in 30.250.541.6300

STAFF RECOMMENDATION: Approve proposal in the amount of \$89,840.65.

ATTACHMENTS:

1. Ajax Paving Proposal

REVIEWERS:

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



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

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	City Of Bonita Sprngs Repairs 2023	Bid Number:	LS23-210
Project Location:	Melody Lane, Hickory Blvd, West Terry Bike Path, Roundabout, Bonita Springs, FL	Bid Date:	9/18/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.) Melody Lane 81 X 11					
01	Mob, MOT, Excavate Existing Road 12" Depth, Install 10" Lime Rock And Prime.	99.00	SY	\$355.57	\$35,201.43
02	2" SP-9.5mm (Traffic C) Superpave	99.00	SY	\$205.81	\$20,375.19
Total Price for above 1.) Melody Lane 81 X 11 Items:					\$55,576.62
2.) Hickory Blvd 4x4 Patch					
03	SP-9.5mm (Traffic C) Superpave Includes MOT, MOB, Sawcut	1.00	LS	\$3,173.15	\$3,173.15
Total Price for above 2.) Hickory Blvd 4x4 Patch Items:					\$3,173.15
3.) West Terry At Bel Rio Drive 5x5 Patch					
04	Night Work - SP-9.5mm (Traffic C) Superpave Includes MOT, MOB, Sawcut And Striping	1.00	LS	\$7,583.07	\$7,583.07
Total Price for above 3.) West Terry At Bel Rio Drive 5x5 Patch Items:					\$7,583.07
4.) Roundabout Patch And New Striping Plan With Concrete Cut Out					
05	Night Work - SP-9.5mm (Traffic C) Superpave 5x5 Patch, Saw Cut Key Ways In Concrete, MOT, MOB, Striping	1.00	LS	\$23,507.81	\$23,507.81
Total Price for above 4.) Roundabout Patch And New Striping Plan With Concrete Cut Out Items:					\$23,507.81
Total Bid Price:					\$89,840.65

Notes:

- This Proposal is based on ____ Mobilizations. Additional Mobilizations will be \$2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ____ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to December 31st, 2023. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway restoration due to underground work, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at \$3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.



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

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	City Of Bonita Springs Repairs 2023	Bid Number:	LS23-210
Project Location:	Melody Lane, Hickory Blvd, West Terry Bike Path, Roundabout, Bonita Springs, FL	Bid Date:	9/18/2023

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

Estimator: Lee Strauss
941-238-8833 lstrauss@ajaxpaving.com

REQUESTED MOTION: Approve a Resolution to engage three (3) firms for the City's NPDES Engineering Services (CN 23-19) and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

On August 25, 2023, the City received three (3) sealed Letters of Interest for NPDES Engineering Services CN 23-19.

On September 12, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended three (3) firms to provide professional services to the City. Listed in no particular order, these firms are:

Johnson Engineering

Geosyntec Consultants

RES Florida Consulting

STAFF RECOMMENDATION: Staff recommends award of NPDES Engineering Services to the three (3) 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 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 3 FIRMS FOR THE CITY'S NPDES ENGINEERING SERVICES CN 23-19 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE THREE (3) FIRMS SELECTED.

WHEREAS, the City advertised for NPDES Engineering Services and received three (3) qualified and experienced submittals; and

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

- Johnson Engineering
- Geosyntec Consultants
- RES Florida 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 three (3) firms enumerated above for the City's NPDES Engineering Services CN 23-19.

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 4 day of October, 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 one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On September 2, 2020, the City Council authorized the approval of an agreement between the City and Ashley, Brown & Company CPA's for audit services for three fiscal years commencing with the fiscal year ending September 30, 2020, with the City's option of two additional one-year terms upon written agreement of both parties.

In accordance with the terms set forth under RFP-20-09, BSC-20-10-157, staff recommends renewing the contract for an additional year at the rate of \$35,900 for fiscal year ending September 30, 2023. This is a \$1,045 (3%) increase from the prior year audit fee. An additional \$5,100 fee will be charged for the required Federal and State single audit related to grant expenditures.

STAFF RECOMMENDATION: Approve renewal contract with Ashley, Brown & Smith CPA's, P.A. for audit services.

ATTACHMENTS:

1. Renewal Agreement

REVIEWERS:

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

**RENEWAL OF AUDIT AGREEMENT
BETWEEN CITY OF BONITA SPRINGS, FLORIDA,
AND ASHLEY, BROWN & SMITH CPA'S, P.A.**

This Renewal of the Audit Agreement dated September 2, 2020, is made and entered into this _____ day of _____, 2023, by and between the City of Bonita Springs, an incorporated Florida municipality, hereinafter referred to as "City," and Ashley, Brown & Smith, CPA'S, P.A., hereinafter referred to as "Auditor."

RECITALS

WHEREAS, the City and Auditor entered into an agreement for Auditor to make a Financial Audit of the City for three (3) fiscal years commencing with fiscal year ending 9/30/2020, with the City's option for two (2) one (1) year subsequent fiscal years (five (5) years maximum).

WHEREAS, it is in the public interest to amend the Agreement dated September 2, 2020, attached hereto as Exhibit "A" to continue the services for another one-year period.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Auditor hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section 7 b., Compensation and Terms of Payment, is hereby extended in an increment of one year, to embrace fiscal year 2022-2023 at the cost of \$35,900, which includes the fee for the Comprehensive Annual Financial Report (CAFR). An additional \$5,100 will be charged for the required federal single audit. Fiscal Year 2022-2023 will be the first one (1) year renewal.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates set forth above.

ATTEST:

CITY OF BONITA SPRINGS CLERK

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor

ASHLEY, BROWN & SMITH,
CPA'S, P.A.

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Jeff Brown

EXHIBIT A

CITY OF BONITA SPRINGS EXTERNAL AUDIT SERVICES AGREEMENT

This Agreement, made and entered this 2nd day of September, 2020, by and between City of Bonita Springs, a political subdivision of the State of Florida hereinafter referred to as "City", and Ashley, Brown & Company, Certified Public Accountants, authorized to do business in the State of Florida hereinafter referred to as "Auditor or Firm":

WITNESSETH THAT:

WHEREAS, the City, pursuant to the provisions of Florida Statutes §11.45 and §218.39, has selected and now desires to employ Auditor for the purposes of meeting the requirements thereof;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, each in consideration of the mutual promises and covenants of the other:

1. Definitions – As used herein, the following terms shall have the following meanings:

- a. Department – means the Finance Department.
- b. Financial Audit – means an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations in conformity with accounting principles generally accepted in the United States of America, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
- c. Financial Audit Report – means the report required to be filed with the Auditor General by Florida Statutes §218.39.
- d. Financial Report – means the financial report covering the operations of the City during the preceding fiscal year as required by Florida Statutes §218.32.

2. Scope of Services

The City prepares a Comprehensive Annual Financial Report and intends for the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the resulting opinion thereon. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor will be required to review the Annual Financial Report (AFR) to the Department of Financial Services, in accordance with §218.32, Florida Statutes.

The firm selected will conduct a Single Audit of all federal and/or state programs if required. The firm selected will comply with the rules of the Auditor General of the State of Florida, applicable Florida statutes, and State of Florida Grants and Aid Appropriations, as applicable.

REPORTS TO BE ISSUED

- a. A report on the fair presentation of the basic financial statements, with an in-relation-to opinion on the combining information and supporting schedules in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements;

- b. A report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*;
- c. Reports on compliance with specific requirements applicable to Federal awards and State financial assistance programs (if applicable) in accordance with the Uniform Guidance at 2 CFR 200 subpart F (200.500), Florida Statutes §215.97, and Chapter 10.650, Rules of the Auditor General;
- d. Management letter in accordance with the Rules of the Auditor General of the State of Florida, Chapter 10.550 and §218.39, Florida Statutes;
- e. Report on Compliance with Local Government Investment Policies in accordance with §218.415, Florida Statutes;
- f. Other reports as may be required, and performance of a review of the Annual Financial Report (AFR) prepared by the City prior to the City's submission to the Department of Financial Services, in accordance with §218.32, Florida Statutes.

3. Quality

- a. All work done hereunder shall be of the quality required by applicable state or federal law, including rules and regulations issued hereunder.
- b. As a part of the examination, Auditor will make a study and evaluation of the City's system of internal accounting control to the extent considered necessary to evaluate the system as required by auditing standards generally accepted in the United States of America. Under these standards, the purpose of such evaluation is to establish a basis for reliance on the system of internal accounting control in determining the nature, timing and extent of other auditing procedures that are necessary for expressing an opinion on the financial statements and to assist the Auditor in planning and performing the examination of the financial statements. Such examinations include procedures designed to detect errors and irregularities that would have a material effect on the financial statements. However, as the City is aware, there are inherent limitations in the auditing process; for example, such examinations are based on the concept of selective testing of the data being examined and are therefore subject to the inherent limitation that such matters, if they exist, may not be detected.

The City recognizes that the establishment and maintenance of a system of internal accounting control is an important responsibility of management. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, irregularities, or illegal acts. As part of Auditor's aforementioned review of the City's system of internal control, Auditor will inform the appropriate levels of the City's management of any weaknesses that Auditor believes should be corrected and the Auditor's recommendations in this respect.

4. Completion

- a. The work shall be considered complete with the filing with the Auditor General of the required Financial Audit Report. The Financial Audit shall be completed and submitted to the Auditor General within nine months after the close of the City's accounting records, or within such other period of time as the Legislature may, from time to time, prescribe.
- b. If the City intends to publish or otherwise reproduce the financial statements and make reference to Firm's name, the City agrees to provide Auditor with printers' proofs or masters for review and approval before printing. The City also agrees to provide copy to Auditor of final reproduced material for approval before it is distributed.

5. Fraud

Should fraud, evidence of illegal acts or other unforeseeable conditions be encountered which may necessitate the extension of the auditing work beyond the scope of normal auditing procedures or reporting requirements, the Auditor agrees to advise the City of the circumstances and to request an increase in the total fees made available before significant additional costs are incurred. Any request for additional fees shall be made in writing

and shall contain a detailed explanation of the unforeseen conditions or irregularities. Upon receipt of a written request from the City, the Auditor shall perform such additional auditing services as may be necessary.

It is understood that the examination cannot be expected to provide assurance that fraud or illegal acts will be detected.

6. Work Papers

Auditor shall make its work papers, records and other evidence and documents relating to such work available for inspection and copying by the City to the extent necessary to support balances set forth in the Financial Audit Reports.

7. Compensation and Terms of Payment

- a. In consideration of the services to be performed by the Auditor, the City shall compensate the Auditor the sums as outlined in Paragraph 7(b) for the basic financial statements and the Single Audit (assuming one major program), if applicable, together with such additional compensation for additional work beyond the scope of normal auditing procedures as provided in Paragraph 8 hereof.
- b. **FY 2019-2020** \$33,775 for Basic Audit and \$4,850 for Single Audit assuming one major program
FY 2020-2021 \$34,100 for Basic Audit and \$4,900 for Single Audit assuming one major program
FY 2021-2022 \$34,855 for Basic Audit and \$4,950 for Single Audit assuming one major program
In the event that a single audit is required, as defined by the Florida Single Audit Act and or Uniform Guidance at 2 CFR 200 subpart F (200.500), Auditor will negotiate the cost with the City prior to the start of the work when there is more than one major program, as the cost above includes one major program.
- c. Fees will be paid in payments based on the work completed. Invoices for fees or other compensation will be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

8. Terms of Agreement

This Agreement shall commence on the date of its execution and shall terminate on the completion of the FY 2021-2022 audit, pending the outcome of the two (2) one (1) year extension clauses outlined in Paragraph 2(b). Provided, however, that this Agreement shall terminate and be re-negotiated upon the happening of any of the following events:

- a. A substantial change in the laws, rules or regulations of the State of Florida, agencies and political subdivisions thereof, including the Florida State Board of Accountancy requiring a substantial increase or decrease in the auditing requirements now in existence, or
- b. Written notice of cancellation by the City, giving 30 days' notice to Auditor. Auditor shall be paid for all work completed prior to notice of cancellation.

9. Controlling Law

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Lee County, Florida. If any legal action, including action in appellate proceedings, is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees plus all other costs arising out of litigation incurred at either trial or appellate level in addition to any other relief which may be awarded.

10. Obligations of External Audit Firm

The obligations of the Firm with respect to the scope of services (as described in **RFP 20-09**) authorized pursuant to this Agreement shall include, but not be limited to, the following:

A. FIRM EXPENSES

The Firm shall be responsible for all expenses incurred for travel, telephone, and other office expenses, and personal incidentals.

B. CONTROL OF WORK AND WORKMEN BY FIRM

Except as otherwise provided herein, Firm shall be solely responsible for the manner and means in which services are performed under this Agreement, and Firm shall direct the performance of all professional and clerical assistance engaged in connection with the performance of such services. Firm shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the City, which shall not be unreasonably withheld. Firm shall be responsible for and shall superintend the execution of all works covered by the Agreement, either personally or through a representative. If Firm uses a representative, Firm agrees that the representative shall be competent and qualified, shall give their personal attention to the work hereunder at all times, and shall represent Firm with full power to act in all matters pertaining to this Agreement. Firm shall pay all parties employed by Firm directly.

The audit team members must be reviewed with and approved by the City prior to the beginning of each audit. No change shall be made in the composition of the audit team without consent by the City.

C. RELATIONSHIP OF THE PARTIES

The parties to this Agreement agree that the Firm shall provide professional services and that the relationship created by this Agreement is that of owner-independent contractor. The Firm, in the performance of the services and functions on behalf of the City, shall not be considered an employee of the City, shall be independent thereof, and shall have no claim against the City as to pension, worker's compensation or other employee rights or privileges, granted by the City. City shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the Firm. The Firm shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the City.

Persons employed by the Firm in the performance of services pursuant to this qualification statement shall not be considered employees of the City, shall be independent thereof and shall have no claims against the City as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the City to its officers and employees.

D. COMPLIANCE WITH APPLICABLE LAWS

Firm shall comply with all applicable federal, state and local laws and regulations, and Ethics requirements of the Department of Licensing and Regulation.

E. NOT TO DIVULGE CERTAIN INFORMATION

Firm agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Firm's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Firm or any subcontractor(s) or subcontractor(s) pursuant to this Agreement. Firm shall require all of its employees, subcontractor(s) and subcontractor(s) to comply with the provisions of this paragraph.

F. IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Ordinance No. BSC §36.22, effective June 1, 2009, contractors providing services to the City, as a condition of each Agreement, must use E-Verify to verify the employment of any person hired during the Agreement term by the Firm and assigned by the Firm to perform work for the City. Before any Agreement with the City is signed, proof of enrollment with E-Verify must be provided. The Firm acknowledges that he/she will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Firm the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Firm must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

G. SCRUTINIZED COMPANIES STATEMENT

The Firm certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Firm is found to have submitted a false certification; or if the Firm is placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

H. FAILURE TO PERFORM IN A TIMELY MANNER

Should the Firm fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

I. COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

The Firm for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Firm shall comply with the state laws in the hiring of sub-contractors.

J. INSURANCE

For the Insurance Section and Exhibit, Firm will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30)

days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Agreement Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all Agreements

K. DUTIES AND OBLIGATIONS IMPOSED ON THE FIRM

The duties and obligations imposed upon the Firm by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

L. MAINTENANCE OF RECORDS

The Firm will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Firm for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

M. COMPLIANCE WITH PUBLIC RECORDS LAW

The Firm must comply with Florida public records laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Firm agrees to meet these requirements for retaining public records and transfer, at no cost, to the City of Bonita Springs all public records in possession of the Firm upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The City will consider it a breach of Agreement should the Firm fail to comply with any public records request.

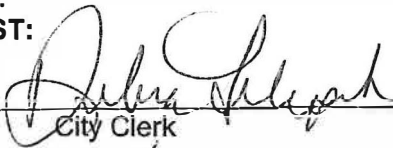
11. Other Documents Incorporated by Reference

This Agreement incorporates by reference the

- a. Request for Proposal
- b. Firm's Proposal
- c. Certificate of Insurance
- d. All Addendums issued by the City prior to the receipt of proposals
- e. All Change Orders or Amendments to the Agreement that may be issued after effective date of Agreement

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year herein first above written.

ATTEST:

By: 
City Clerk

Date: 11/4/2020

ATTEST:

Date: _____

APPROVED AS TO FORM:


City Attorney of Bonita Springs

 CITY OF BONITA SPRINGS

By: 
Mayor

Date: 11/3/2020

Ashley, Brown & Company

By: 
Auditor

Date: 10/26/20

REQUESTED MOTION: Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2023-2024 soccer season.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

City Council annually reviews the attached Parks and Recreation Agreement, which provides the responsibilities of the Casa Mexico Adult Soccer League to use the City's soccer facilities for each soccer season. The league would like to renew this agreement for another one-year term to continue being able to pay all the team fees until February 1, 2024, which allows the league sufficient time to register and collect fees from each team.

The Agreement also provides:

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

STAFF RECOMMENDATION: Approve the agreement with the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2023-2024 soccer season.

ATTACHMENTS:

1. Draft Agreement
-

REVIEWERS:

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

**ADULT LEAGUE AGREEMENT
CASA MEXICO SOCCER LEAGUE**

THIS AGREEMENT is made and entered into this ____ day of October, 2023, by Casa Mexico Soccer League, hereinafter called "League" and the City of Bonita Springs, a municipal corporation of the State of Florida, hereinafter called the "City".

WITNESSETH:

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

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

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

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

A. CITY MAINTENANCE RESPONSIBILITY

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

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

Adult Soccer: September 8, 2023 through June 3, 2024

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

B. LEAGUE RESPONSIBILITIES

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

7. The League will be permitted access to the concession building (including the meeting room) one (1) hour before scheduled play begins, and will have one (1) hour to clean up and exit the concession building after the League's games have concluded. The League will be responsible to communicate with the Parks and Recreation Director for additional concession building and meeting room requests.
8. The League is responsible for paying its fee of \$375 per team for each team, which must be paid by February 1, 2024. This fee will be used to pay their portion of the utility charges, storage rooms, meeting rooms, restrooms and field use.
9. The League must provide the City with completed Parks and Recreation registration and waiver forms for each player before that player may participate in any activities on City facilities.
10. The League will be responsible for the cleaning and maintenance of the restrooms and common areas used by the League during the League's use of the fields.
11. The League will ensure that players, coaches, parents, league board members, and spectators follow a Code of Ethics.
12. The League will be responsible to follow and assist in the enforcement of the City of Bonita Springs Parks & Recreation Ordinance during league practices and play while on City property.
- 13. THE LEAGUE WILL BE PENALIZED FOR FAILURE OF THE LEAGUE TO MEET ANY OF ITS REQUIREMENTS ABOVE, ESPECIALLY (1) LEAVING TRASH ON THE PROPERTY, (2) PARKING IN UNAUTHORIZED LOCATIONS OR (3) ALLOWING UNAUTHORIZED VENDORS. PENALTIES ASSESSED BY THE CITY MAY INCLUDE A SUSPENSION FROM USE OF THE CITY PROPERTY, A FINE PER OCCURRENCE NOT TO EXCEED \$100.00, OR FOR REPEAT VIOLATIONS AFTER WARNING, TERMINATION OF THIS AGREEMENT AND CESSATION OF USE OF THE FACILITIES BY THE LEAGUE.**

C. GENERAL COOPERATION

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

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

D. CAPITAL IMPROVEMENTS PROJECTS

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

E. TERM

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

F. INSURANCE

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

G. CONCESSION STAND OPERATIONS

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

H. COVID-19 ACKNOWLEDGEMENT

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

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

CASA MEXICO SOCCER LEAGUE

_____ By: _____
Date President/Designee

WITNESSES:

(1) _____
Sign Print Name

(2) _____
Sign Print Name

CITY OF BONITA SPRINGS

AUTHENTICATION:

_____ City Clerk
Mayor

APPROVED AS TO FORM: _____
Staff Attorney

DATE FILED WITH CITY CLERK: _____

EXHIBIT A
SCHEDULE OF USE

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

Your certificate of insurance must meet the following requirements:

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

A. COMMERCIAL GENERAL LIABILITY

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

B. ACCIDENT MEDICAL

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

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

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

Please send or fax your certificates to:

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

REQUESTED MOTION: Approve contract modification #3 to the agreement with the Florida Division of Emergency Management for the Citrus Park Drainage Project, Phase 1.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection

BACKGROUND: The original contract between the City and the Florida Division of Emergency Management (FDEM) for the Citrus Park Drainage Project, Phase 1 was executed on July 22, 2020. The FDEM contract allowed the City to hire an engineering consultant to design construction plans for the Citrus Park/East Bonita stormwater improvements. The FDEM is a pass-through Division that implements the FEMA sponsored Hazard Mitigation Grant Program (HMGP).

Contract modification #1 extended the timeline and increased funding for the design phase of the contract. Council approved modification #1 on August 25, 2021.

Contract modification #2 extended the contract date to November 30, 2022.

Contract modification #3 increases the federal funding share for the design phase and extends the contract date to November 30, 2023.

STAFF RECOMMENDATION: Approve contract modification #3 to the agreement with the Florida Division of Emergency Management for the Citrus Park Drainage Project, Phase 1.

ATTACHMENTS:

1. Contract H0498 Modification #3

REVIEWERS:

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

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-410-R
PROJECT TITLE:	City of Bonita Springs, Citrus Park, Drainage - Phase I
CONTRACT #:	H0498
MODIFICATION #:	3

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Matt Feeney, P.E., Public Works Director City of Bonita Springs 9101 Bonita Beach Road, Bonita Springs, Florida 34135

Enclosed is your copy of the proposed contract/modification between **the City of Bonita Springs** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3332 or email me at Suzi.Boydston@em.myflorida.com.

Contract Number: H0498
Project Number: 4337-410-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
THE CITY OF BONITA SPRINGS**

This Modification Number Three is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Bonita Springs ("the Sub-Recipient") to modify Contract Number H0498, dated July 22, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$103,552.60, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2022; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by \$82,281.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin July 22, 2020, and shall end November 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$82,281.00, for the maximum amount payable under the Agreement to \$185,833.60, (One Hundred Eighty-Five Thousand Eight Hundred Thirty-Three Dollars and Sixty Cents).
4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 3rd Revision Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(3rd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-410-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east. Coordinates (26.375028, -81.739207).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall acquire multiple properties to the west and east of Citrus Park. These lands are necessary for flood control and water management systems. The project shall redirect flows from a storm water ditch, located along the boundary of the Citrus Park property to the east and the acquired lands, by construction of berms and overland flow-ways. Finally, the water shall be routed through constructed retention ponds and into reinvigorated and rehydrated wetlands. The acquisition of the property along the western boundary of Citrus Park will allow for a retention/storage pond and a berm to be constructed.

The project shall be constructed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
- g) Color photographs of the project area and areas of ground disturbance.
- h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

- j) A letter from the professional of record stating if the project will have any upstream or downstream impacts.
 - k) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Citrus Park, located in Bonita Springs, Florida 34135.

The project shall be constructed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
 - d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
 - e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - f) Previous and current use of proposed project area.
 - g) Any known site work or historic uses for the proposed location.
 - h) Any available studies that may have taken place on the property.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-410-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on March 27, 2020; this Agreement was executed on July 22, 2020; and the Period of Performance for this project shall end on **November 30, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	5 Months
Bidding / Local Procurement:	4 Months
Design Specifications:	14 Months
Permitting / Survey:	4 Months
Deliverables Submitted to FDEM:	17 Months
Total Period of Performance:	44 Months

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$232,292.00	\$174,219.00	\$58,073.00
Initial Agreement Amount:	\$232,292.00	\$174,219.00	\$58,073.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$232,292.00	\$174,219.00	\$58,073.00
****SRMC			
SRMC:	\$11,614.60	\$11,614.60	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$11,614.60	\$11,614.60	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$11,614.60 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$174,219.00	(75.00%)
Non-Federal Share:	\$58,073.00	(25.00%)
Total Project Cost:	\$232,292.00	(100.00%)
SRMC (100% Federal)	\$11,614.60	

REQUESTED MOTION: Approve a request from Shopping Shenanigans to host a weekly Flea Market to be held at Bonita Oaks Square located at 4450 Bonita Beach Road each Saturday morning from 9:00 a.m. to 1:00 p.m., from October 20, 2023 - May 24, 2024.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Shopping Shenanigans has requested to host a Flea Market in the parking lot of Bonita Oaks Square located at 4450 Bonita Beach Road from October 20, 2023 through May 24, 2024. The applicant has provided a notarized letter of approval to use the Bonita Oaks Square parking lot, a Lee County Sheriff's Office sign off sheet and the special event application.

Shopping Shenanigans understands that on-site parking and traffic flow must operate as originally designed, with vehicles having the ability to park and exit without causing adversity or damage to pedestrians or other vehicle traffic flow. The vendor has agreed that should either parking or traffic flow be adversely impacted, the number of tents/vendors must be immediately reduced to minimize intensity of required spaces on site. The City of Bonita Springs may revoke the temporary permit should problems relative to parking or traffic flow arise with no immediate resolve.

Pursuant to Ordinance No. 16-10, an outdoor flea market may be permitted to operate upon approval of a special event permit on either Bonita Beach Road or U.S. 41 only. These permits may be applied for annually, not to exceed seven months.

STAFF RECOMMENDATION: Approve a special event permit for Shopping Shenanigans to operate a weekly Flea Market to be held in the Bonita Oaks parking lot (located at 4450 Bonita Beach Road) each Saturday morning from 9:00 a.m. to 1:00 p.m. from October 20, 2023 - May 24, 2024.

ATTACHMENTS:

1. Application and supporting documents for a Flea Market
2. Flea Market Ordinance

REVIEWERS:

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

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: Shopping Shenanigans Pop-Up Markets
Nature of Event: farmers vendor markets
Location (Attach Site Plan): 4450 Bonita Beach Rd

Date	Set-Up Time	Actual Event Times	Take Down Time
10/20/23-5/24/24	8 to 9	9 to 1	1 to 2

all dates attached

For multiple dates, please attach letter.

Has this event been held in the past? NO If so, when was the last event? _____
Individual Contact for Activity/Event: Rebecca Smeat Phone: 239-878-3357
Address: 3795 54th Ave NE Naples Website: shoppingshenanigans.com
E-Mail Address: info@shoppingshenanigans.com
Major Sponsor(s): _____
Promoter(s): Flea Market _____

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes ☐ No ☒

Actual Anticipated number: _____

2. Parking: Will off-site parking be provided? _____

Yes ☐ No ☒

Will "shuttle" service to parking be provided? By whom? _____

Yes ☐ No ☐

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

Yes ☐ No ☒

- | | Yes | No |
|---|-------------------------------------|---|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☒ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☐ | ☒ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☐ | ☒ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ letter attached |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☐ | ☒ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked <u>X</u> catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☐ | ☒ |

food trucks

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

Yes ☐

No ☒

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.

Yes ☒

No ☐

Will additional refuse containers/dumpsters be provided?

Yes ☐

No ☒

If yes, by whom: _____

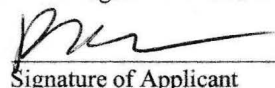
letter of permission from corner spot for use of facilities

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.



7/28/23
Date

Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.

Doug Grant
Owner
Bonita Oaks Square
4450 Bonita Beach Road
Bonita Springs, FL 34134
September 27th, 2023

Rebecca Shear-Roberts
Shopping Shenanigans

I am pleased to inform you that your request to use the parking lot at Bonita Oaks Square, located at 4450 Bonita Beach Road, has been granted. On behalf of Bonita Oaks Square, I hereby provide you with our formal acceptance and permission to utilize the designated parking lot for your business activities.

Please be advised that this permission is valid for the period of July 6th, 2023, to June 30th, 2024. During this time, Shopping Shenanigans is authorized to park vehicles exclusively in the designated area of the Bonita Oaks Square parking lot.

In order to ensure a smooth and efficient operation, we kindly request that you adhere to the following guidelines:

Parking should be limited to the designated area assigned to Shopping Shenanigans.

Vehicles must be parked in a manner that does not obstruct traffic flow or interfere with other tenants' parking spaces.

Any damages caused to the parking lot or surrounding property must be promptly reported to the management of Bonita Oaks Square.

The parking area should be kept clean and free of debris at all times.

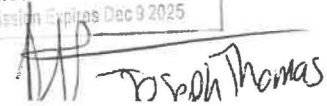
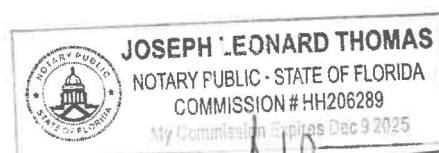
Please comply with any additional regulations or instructions provided by Bonita Oaks Square management regarding the use of the parking lot. By accepting this permission, you agree to indemnify and hold harmless Bonita Oaks Square from any liabilities, damages, or claims arising out of or related to the use of the parking lot by Shopping Shenanigans.

We trust that you will comply with the terms and conditions outlined in this letter and ensure that your employees and customers also adhere to these guidelines.

Should you have any further questions or require additional information, please do not hesitate to contact us at 239.948.4450.

Thank you for your cooperation. We look forward to a successful collaboration.

Sincerely,
Doug Grant
Owner
Bonita Oaks Square



PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - (239) 477-1199 or jhillery@sheriffleefl.org or asellers@sheriffleefl.org

Event Name Shopping Shenanigans Pop Up Markets

Parking:

All parking must be in authorized areas on site and must not impede the normal flow of traffic.

Road Closures (Please Explain):

None required for this event.

Alcoholic Beverages:

It is understood through this event permit packet that alcohol will not be served at this event.

Special Arrangements:

Vendor will be responsible for setting boundaries in the parking lot to designate pedestrian only areas & where vehicles will be allowed to enter.

SHERIFF'S PERSONNEL USE ONLY	
LCSO DETAIL COMMANDER: 	DATE: <u>8 01 23</u>
SIGNATURE	
DEPUTIES BOOKED FOR EVENT (How Many?): _____	DATE BOOKED: _____
<i>Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.</i>	

parking

Exit



30 m

Camera: 197...

Shopping Shenanigans is asking for a permit for the below outdoor market.

We will have multiple vendors and food trucks.

No music, no pets, no stage.

We will be working with Doug the owner of the plaza and Corner Spot to make the market a success.

We think it is needed in the area and are looking forward to working in the community.

We will be responsible for set up and break down as well as clean up.

At the moment we do not have fruits & Veg.

We have a site plan sent with parking and directing traffic.

We will have signs put out the day of the markets.

Each vendor is responsible for their tent, weights and signage.

Vendors will include, but are not limited to

Wreaths, Jewelry, fairy hair, plants, clothes, gifts, small home décor, food, drink, pet products, sweets.

Bonita Oaks Dates

Market runs 9-1 am

4450 Bonita Beach Rd

October 21, 28

November 4, 11, 18, 25

December 2, 9, 16, 23, 30

January 6, 13, 20, 27

February 3, 10, 17, 24

March 2, 9, 16, 23, 30

April 6, 13, 20, 27

May 4, 11, 18, 25

Logan DeShong

From: Rebecca Shear-Roberts <info@shoppingshenanigans.com>
Sent: Thursday, August 31, 2023 11:29 AM
To: Logan DeShong
Subject: Re: Shopping Shenanigans Farmers Market
Attachments: image003.png

Follow Up Flag: Follow up
Flag Status: Flagged

So. Yes we will be having food trucks at Bonita Oaks market. Thanks

On Fri, Aug 18, 2023, 3:03 PM Logan DeShong <logan.deshong@cityofbonitasprings.org> wrote:

Rebecca,

- In the cover letter, could you please mention what you'll sell?
- Contact me after Doug's notary is done!
- License not needed, but vendors must be licensed.
- I would recommend a follow-up email to LCSO with me cc'd.
- Application fee is \$50.
- We can send an approval letter contingent on us receiving the COI before the event.

Hope this helps!

Thank you,

Logan DeShong | Communications Strategist



9101 Bonita Beach Road, Bonita Springs, FL 34135
phone | (239) 949-6262
email | Logan.deshong@cityofbonitasprings.org
website | www.cityofbonitasprings.org



Click these icons to connect with us on social media!

From: Rebecca Shear-Roberts <info@shoppingshenanigans.com>
Sent: Friday, August 18, 2023 11:10 AM

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 16-10

AN ORDINANCE AMENDING ORDINANCE NO. 14-13, THE OUTDOOR FLEA MARKET ORDINANCE; AMENDING LOCATION AND PERMITTING REQUIREMENTS AND REMOVING THE SUNSET PROVISION; AMENDING §12-322; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, INCLUSION IN CODE, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs, a municipal corporation in the State of Florida; and

WHEREAS, the City of Bonita Springs adopted ordinance no. 14-13, to allow for temporary open markets for purchasing produce or new or used merchandise; and

WHEREAS, while the Land Development Code has regulations for farmer's markets, its zoning regulations for flea markets is limited when it comes to temporary open air markets; and

WHEREAS, City Council finds that with the continuing increase in population and overall growth of Bonita Springs, the necessity of amending its supplemental special event permit requirements for outdoor flea markets is needed to regulate their usage, permitting their use to have greater frequency than a one day special event, and provide reasonable conditions, with the right to revocation and providing a longer time period for them to be established, so that their use does not create a nuisance; and

WHEREAS, Chapter 166, Florida Statutes, authorizes City Council acting for the City of Bonita Springs, Florida, to adopt Ordinances and Resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of Ordinances in accordance with law.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION ONE: SECTION ONE: AMENDMENTS

The City of Bonita Springs Outdoor Flea Market Permit Regulations Ordinance is amended by showing strikethroughs of deleted text and by underlining new text, as set forth below:

Sec. 12-322. - Outdoor flea market regulations.

(a) Location and permitting requirements.

- (1) An outdoor flea market shall be permitted to operate upon approval of a special event permit on either Bonita Beach Road or U.S. 41 only. No outdoor flea market may be operated in any other area of the city boundaries.
- (2) ~~Only one permit will be issued annually for either road segment, even when the outdoor flea market is a seasonal activity.~~ Council is not required to issue a permit for either road segment if council determines the use would be detrimental to the surrounding area.

- (3) A maximum of two outdoor flea market permits may be issued in one calendar year by city council regardless of whether the permit is for a seasonal or annual application.
- (4) The outdoor flea market will be permitted to operate a maximum of one day per week, as specified in the permit. A change in the day operated must be approved by city council.
- (5) A person cannot apply for an outdoor flea market if their purpose is not an outdoor flea market, but for substantially a specific use, such as (1) antiques; (2) arts and craft items; or (3) car shows. These items are regulated under the special events permits.

(b) *Application requirements.*

- (1) The permits may be applied for annually for a period not to exceed seven months in a given year but will expire on September 30 at the end of each year.
- (2) A proposed site plan must be provided with the special event application depicting the area for the market, vendor location, parking, traffic plan, etc.
- (3) A for-profit outdoor flea market operator will pay a fee of \$750.00 per year for the special event permit, payable within ten days upon council approval and prior to operation.
- (4) Local non-profit outdoor flea market operators providing services to the local community will pay a fee of \$100.00 per year for the special event permit payable within ten days upon council approval and prior to operation.
- (5) Liability insurance of \$1,000,000.00 in general commercial coverage naming the City of Bonita Springs as an additional insured will be maintained by the outdoor flea market operator for the duration of the flea market permit. Failure to maintain the insurance will require the outdoor flea market to be closed until such time the insurance is re-issued, with proof on file with the city clerk.
- (6) The owner or operator of the outdoor flea market shall obtain a notarized letter from the property or business owner stating that the market has permission to operate an outdoor flea market on the property.

(c) *Operating requirements.*

- (1) The following is a list of prohibited items that may not be sold at the outdoor flea market:
 - a. Any item, novelty or material that is considered sexually oriented, as defined in F.S. § 847.001.
 - b. Live animals (except for animal non-profit and/or foundation rescue adoptions), including the showing or display of animals for a fee (e.g., pictures with a parrot, alligator or snake).
 - c. Fireworks.
 - d. Alcoholic beverages.
 - e. Paraphernalia associated with drug and/or tobacco use.
 - f. Counterfeit or copyright-infringing items.
 - g. Food processed, packed or prepared at a home or other source not approved by federal, state or municipal health authorities or inspected by federal, state or municipal health authorities.
 - h. No mobile food vendors unless they have a mobile food vendor permit consistent with Land Development Code §4-3061.
- (2) Sales shall be made from booths and tables and not directly from motor vehicles. The flea market owner or operator shall coordinate with the fire district for any tent over ten feet x ten feet, as well as any additional fire issues to ensure safe ingress and egress at both the market and parking area, prior to issuance by city council of the special event permit for this use. Any tent over ten feet x ten feet needs to be properly permitted by community development prior to its use.
- (3) Signage will need to be permitted by community development in accordance with the sign ordinance.

- (4) The flea market owner or operator shall, on a regular basis, inspect the merchandise offered for sale by all flea market vendors operating on the premises and items are subject to inspection at all times by the sheriff's office and/or any authorized member of city staff.
 - (5) Food vendors: No person shall vend fresh fruits, vegetables, or other produce without a valid food establishment permit issued by the state department of agriculture and consumer services. Fresh fruits or vegetables shall be confined to the tables that are at least six inches above the ground.
 - (6) An outdoor flea market may only be operated during daytime hours (no lighting of any kind is permitted). Hours of operation will be established during the special event approval. Vendors may arrive one hour prior for setup and may remain one hour after for breakdown. All vendors participating must be permitted through the outdoor flea market operator. Owner or operator of the outdoor flea market is responsible for maintaining current license verification for all vendors.
 - (7) All trash, refuse and garbage must be removed from the site at the end of each day. The premises occupied by the outdoor flea market shall be kept clean and free of accumulated trash, refuse or garbage during and after the hours of operation. All discarded fresh fruits, vegetables, produce or other items will be removed by vendor so that by the end of the day the property shows no indication that an outdoor flea market was at the site. Vendors agree to protect market organizers from any legal or financial liability in case of accidents or incidents at the market.
- (d) *Revocation/private property rights of owners.*
- (1) The flea market operator may not allow the flea market to become a public nuisance. The city manager or designee may request city council to revoke the special event permit for that time period should the following conditions exist during the operation of the flea market. The existence of any of the following conditions is hereby declared to constitute a public nuisance:
 - a. Accumulation of any garbage or rubbish.
 - b. Any condition that may threaten the health, safety or economic welfare of abutting or adjacent property owners or occupants.
 - c. If the outdoor flea market presents a visual blight upon neighborhoods.
 - d. Significant deviation(s) from the site plan or any other item in the special event permit. Any permit modification must be approved by city council.
 - e. If the outdoor flea market becomes a public safety hazard, including, but not limited to, fire and flood hazards, or creates a situation where the use interferes with parking or traffic, both vehicular and pedestrian.
 - f. If there is a finding of one or more violations of any of the regulations in section 12-322 of this article.
 - (2) As with every special event, city council reserves the right to deny any special event permit for an outdoor flea market if there has been a revocation or alternatively, there are documented complaints that justifies city council's determination that the operation of the outdoor flea market by its operator or any other operator constitutes a nuisance or will be incompatible with the surrounding area or disrupts the operation of the City of Bonita Springs, its citizens or business community.
 - (3) Nothing contained within this article is intended to, nor shall be construed as, interfering with or superseding in any way the continuing right of any property owner to prohibit at any time the operation of an outdoor flea market upon that property owner's private property, regardless of whether or not a permit has been obtained and is still current with city council.
 - (4) ~~Subsequent review and sunset provision. The outdoor flea market permit regulations contained within this article is being added in support of the local economy until there is greater demand for property on U.S. 41 and Bonita Beach Road. This article will sunset on October 1, 2020, unless further extended by city council by ordinance.~~

(Ord. No. 14-13, § 1, 6-4-2014)

SECTION TWO: SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any Court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such Court shall not affect or impair any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent of the City Council for the City of Bonita Springs that this Ordinance would be adopted had such unconstitutional provision not been included herein.

SECTION THREE: CONFLICTS OF LAW

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

SECTION FOUR: CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS

It is the intention of the City Council for the City of Bonita Springs that the provisions of this Ordinance shall become and be made a part of the Bonita Springs City Code; and that sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

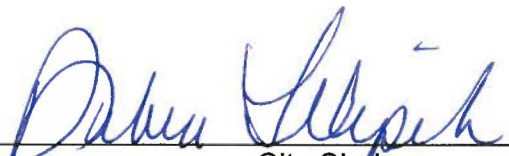
SECTION FIVE: EFFECTIVE DATE

The effective date of this Ordinance shall be thirty (30) days from its adoption date.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of August, 2016.

AUTHENTICATION:


Mayor


City Clerk

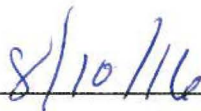
APPROVED AS TO FORM:


City Attorney

Vote:

DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Aye
Gibson	Aye	Slachta	Aye
O'Flinn	Absent		

Date filed with City Clerk:



REQUESTED MOTION: Authorize staff to work with Wright Construction Group for \$170,500.00 for priority one repairs at the Bonita Springs Community Pool.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: On July 19, 2023, City Council received a presentation from Weston and Sampson, Inc. for the City Facilities Assessment Study. The assessment study included six city owned sites comprised of nineteen buildings. The study provided recommendations for repairs, rehabilitation, or replacement, along with the associated estimated construction costs, and the recommended schedule (approximate timeframe) for such improvements to be made. The various deficiencies noted during the numerous site visits were classified according to a priority level. The priority one category includes life-safety items. Some repairs will be temporary in nature until future decisions are made regarding full renovations of facilities.

Wright Construction is on the Construction Manager at Risk Continuing Services Agreement. Attached are proposals from Wright Construction Group for the priority one repairs at the Bonita Springs Community Pool in the amount of \$143,850.00. Additionally, there is a contingency of approximately \$26,650.00 for the project. This project is funded in the FY23-24 CIP budget (City Facilities and Major Repairs 30.270.519.4924).

The community pool priority one repairs include:

- Replace Electrical Power Panels
- Replace Hollow Metal Storefront
- Block Repair & Painting

There will be a temporary generator installed to keep the pool circulation pumps operating during the repairs.

STAFF RECOMMENDATION: Authorize staff to work with Wright Construction Group for \$170,500.00 for Priority One repairs at the Bonita Springs Community Pool.

ATTACHMENTS:

1. Proposals from Wright Construction Group
-

REVIEWERS:

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



9/15/2023

City of Bonita Springs
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135

Attention: Mr. Marcelo Caliz
Project Manager
Regarding: Bonita Springs Community Pool
Proposal: Electrical Work – Replace Power Panels

Dear Mr. Caliz:

Thank you for the opportunity to provide you with this proposal to perform Electrical Work at the Community Pool at 2674 Pine Ave.

SCOPE OF WORK:

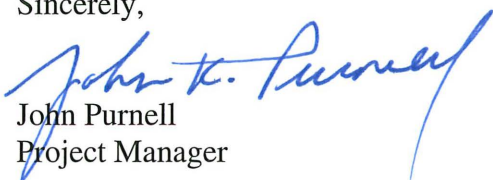
- Provide all General Conditions including Supervision and Project Management
- Provide General Liability Insurance
- Remove and Replace Electrical Equipment as noted on the "Facility Condition Assessment Study" prepared by Weston & Sampson Engineers, Inc.
- Includes all labor, materials, and means and methods.
- Includes installing a temporary generator to keep the pool circulation pumps operating.
- Includes replacing two [2] four-foot light fixtures.
- Coordinate as required with FPL to remove / reinstall the meter
- Schedule – Assume seven [7] working days to complete all work. Note: Lead time for new electrical equipment is TBD

QUALIFICATIONS:

- Builders Risk Insurance and Performance and Payment Bonds are not included
- The Electrical Contractor will apply and secure required trade permits
- Note that the Electrical Contractor's proposal includes an allowance for fuel to run the generators full time - 24 hours/day. There may be cost savings if the generator can be turned off overnight.

Our Lump Sum Proposal to complete all work is: **Ninety eight thousand eight hundred ninety eight and 00/100 Dollars (\$98,898.00).**

Sincerely,


John Purnell
Project Manager



Date: September 15, 2023
Project: COBS Pool House Repairs - Electrical
Job Number: TBD

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE
DIVISION 1 - GENERAL REQUIREMENTS							
1-0015	Builder's Risk Insurance						
1-0016	Performance Bond						
1-0017	Special Insurance					\$ 1,250.00	
1-0020	Design Fees					\$ 2,000.00	
1-2116	Contingency					\$ 2,500.00	
1-3100 Project Management							
1-3101	Project Superintendent	\$ 3,136.00					
1-3103	Project Mgr – Expediting	\$ 2,677.00					
1-3105	Project Engineer/PA	\$ 610.00					
1-3106	Estimator	\$ -					
1-3107	General Superintendent	\$ 484.00					
1-3120	Vehicle Expense					\$ 50.00	
1-3300 Submittal / Doc. Procedures							
1-3370	Project Software					\$ 375.00	
1-3500 Special Procedures							
1-3523	Project Safety				\$ 200.00		
1-4100 Regulatory							
1-4126	Permit Fees					\$ 500.00	
1-5100 Temporary Utilities							
1-5113	Temporary Electric (Generator)				\$ 36,900.00		
1-7300 Project Execution							
1-7320	Fuel - Field					\$ 50.00	
DIVISION 26- ELECTRICAL							
26-0100	General - Electrical				\$ 39,175.00	\$ -	

\$ 98,897.70

TOTALS

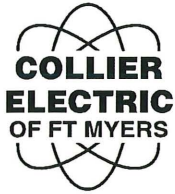
\$ -
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 \$ 200.00
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 \$ 500.00
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 \$ 36,900.00
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 \$ 50.00
 \$ -
 \$ 39,175.00

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE
	TOTAL JOB COST ANALYSIS	\$ 6,907.00	\$ -	\$ -	\$ 76,275.00	\$ 6,725.00	\$ -

TOTALS
\$ 89,907.00

PHASE TYPE:2	\$ 6,907.00
PHASE TYPE:4	\$ -
PHASE TYPE:5	\$ -
PHASE TYPE:6	\$ 76,275.00
PHASE TYPE:7	\$ 6,725.00
PHASE TYPE:8	\$ -
Subtotal	\$ 89,907.00
Contractors Fee	\$ 8,990.70
TOTAL CONTRACT	\$ 98,897.70

\$ 98,898.00 Proposal



Collier Electric Company

of Ft. Myers, Inc.

6200 METRO PLANTATION RD.

PHONE: (239) 275-7888

FORT MYERS, FLORIDA 33966

FAX: (239) 275-0612

PROPOSAL

Date: July 26, 2023
To: Wright Construction Group
Attn: John Purnell
E-Mail: john.purnell@wcgfl.com
Phone: 239-340-1547
Project: COBS Community Pool

Submitted herewith is your request for electrical work on the above referenced project. All work is included as per the following detail:

1. Replace the existing 600-amp meter can.
2. Replace the existing 200-amp, 3 pole disconnect.
3. Replace the existing 400-amp single phase panel B with a new 400-amp panelboard.
4. Replace the existing 200-amp three phase panel P with a new 200-amp panelboard.
5. Replace the existing 100-amp single phase panel A with a new load center.
6. Replace the existing time clock and contactors with new.
7. Includes removal and disposal of all existing panels, meters, time clocks, and contactors.
8. All work to be done during normal business hours.
9. Normal working hours are defined as Monday – Friday 7 am – 3:30 pm. Any hours outside of these times will either be considered as overtime or Holiday pay.

Estimate for above: \$38,650.00.

Estimate to replace (2) 4' light fixtures: \$525.00.

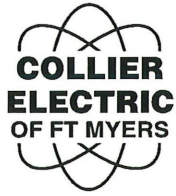
Accepted: _____ Date: _____

Very Truly Yours,

Edward C. Waszak
Senior Project Manager & Estimator
Collier Electric of Fort Myers
Cell: 239-313-0529
Office: 239-275-7888
Fax: 239-275-0612
EC0001131 / EC13004652

38650.00
525.00

39,175



Collier Electric Company of Ft. Myers, Inc.

6200 METRO PLANTATION RD.

PHONE: (239) 275-7888

FORT MYERS, FLORIDA 33966

FAX: (239) 275-0612

PROPOSAL

Date: August 30, 2023
To: Wright Construction Group
Attn: John Purnell
E-Mail: john.purnell@wcgfl.com
Phone: 239-340-1547
Project: COBS Community Pool Generator

Submitted herewith is your request for electrical work on the above referenced project. All work is included as per the following detail:

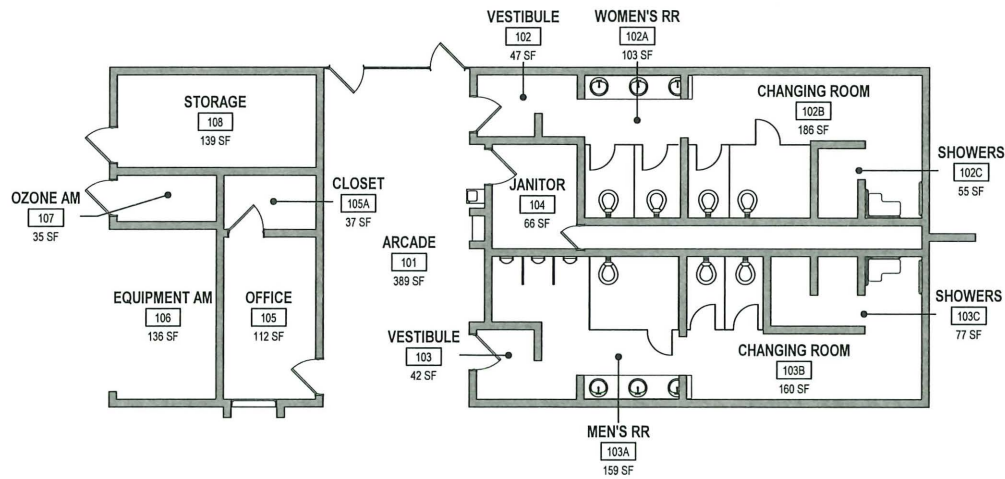
1. Provide (1) 150KW generator with a 5-day allowance of fuel.
2. Provide connections for (4) existing single-phase pumps.
3. All work to be done during normal business hours.
4. Normal working hours are defined as Monday – Friday 7 am – 3:30 pm. Any hours outside of these times will either be considered as overtime or Holiday pay.

Estimate for above: \$36,900.00.

Accepted: _____ Date: _____

Very Truly Yours,

Edward C. Waszak
Senior Project Manager & Estimator
Collier Electric of Fort Myers
Cell: 239-313-0529
Office: 239-275-7888
Fax: 239-275-0612
EC0001131 / EC13004652



A1

POOL HOUSE FLOOR PLAN

SCALE: 1/8" = 1'-0"

Project:
FACILITY CONDITION ASSESSMENT
STUDY

CITY OF BONITA SPRINGS

Weston & Sampson
Weston & Sampson Engineers, Inc.
1520 Royal Palm Square Boulevard, Suite 260
Fort Myers, FL 33919
978.532.1900 800.SAMPSON
www.westonandsampson.com

Consultants:
BURGESSE
BRANT
CONSULTING
ENGINEERS
RG
CONSULTANTS

Revisions:

No.	Date	Description

Issued For:
PROJECT STATUS

Scale: 1/8" = 1'-0"

Date: XXXXXXXX
Draw By: Author
Reviewed By: Checker
Approved By: Approver

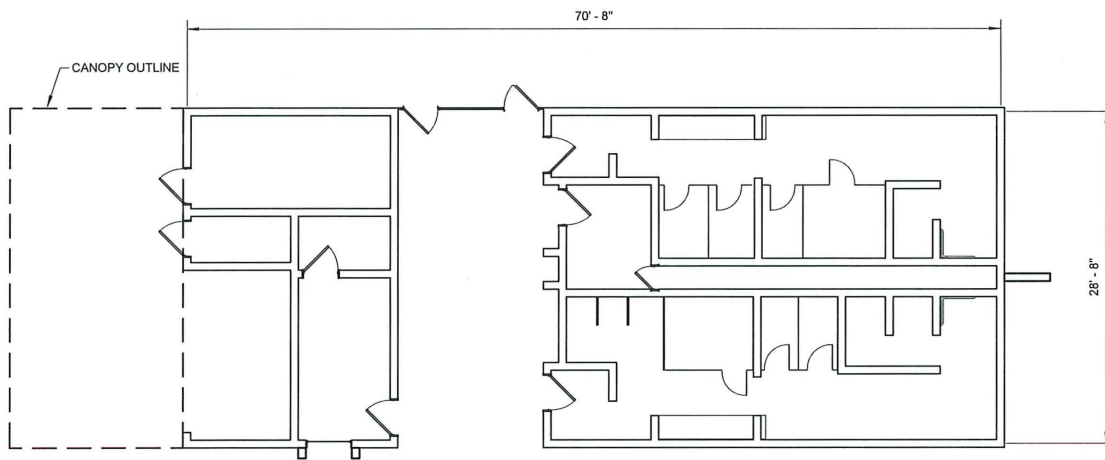
W&S Project No.: ENG22-0761
W&S File No.: XXX

Drawing Title:
POOL HOUSE FLOOR
PLAN

Sheet Number:
A311

C:\RevitProjects\2020\Bonita Springs_Old Library Area_v2020_dark.sydni.rvt

6/13/2023 7:59:16 AM



1 POOL HOUSE FLOOR PLAN
SCALE: 1/8" = 1'-0"

Project:
FACILITY CONDITION ASSESSMENT
STUDY



CITY OF BONITA SPRINGS

Weston & Sampson

Weston & Sampson Engineers, Inc.
1520 Royal Palm Square Boulevard, Suite 260
Fort Myers, FL 33919
978.532.1900 800.SAMPSON

www.westonandsampson.com

Consultants:



Revisions:

No.	Date	Description

Issued For:
REPORT

Scale: 1/8" = 1'-0"

Date: JUNE 2023
Draw By: SAC
Reviewed By: SFD
Approved By: WRB

W&S Project No.: ENG22-0761

Drawing Title:
POOL HOUSE FLOOR
PLAN

Sheet Number:
S311

July 12th, 2023.

Pool House @ 26890 Pine Ave. Bonita Springs, FL. 34135

Priority List

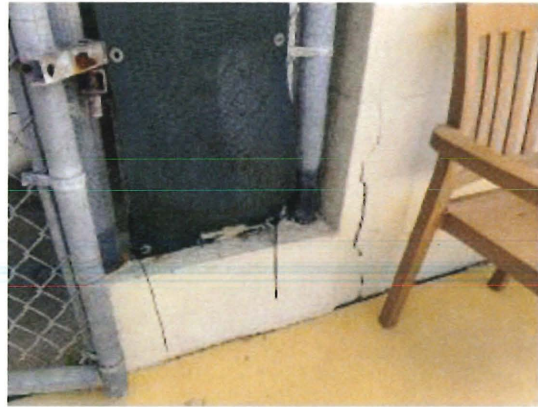
- Item #1:** Egress doors and security grills are not in good condition. The steel is visibly deteriorating, removal and replacement is recommended. (Category: Architectural).



- Item #2:** Repair CMU pilaster at south end of equipment room. (Category: Structural).
The west masonry column nearest the pool has suffered significant damage at its base due to corrosion. The column supports the reinforced concrete beam supporting the west end of roof. (See pictures below for reference).



Base of CMU Column – Severe Corrosion



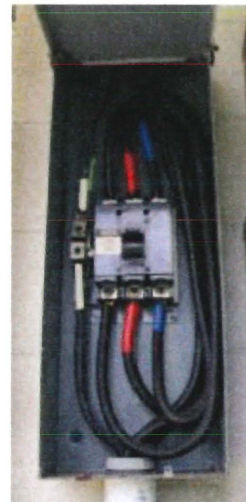
CMU Column – Pool Side View

Item #3: Repair / replace degraded electrical equipment, including the 200 Amp MCB, panel "P", and panel "B". (Category: Electrical).

The power distribution of the building is served by a 120/240 Volt, three phase open delta aerial transformer bank on the South side of the building. The electrical service is rated at 600 Amps. The service feeds a 600 Amp meter located on the West side of the building. All the electrical distribution equipment is located immediately adjacent to the meter. (See pictures below for reference).

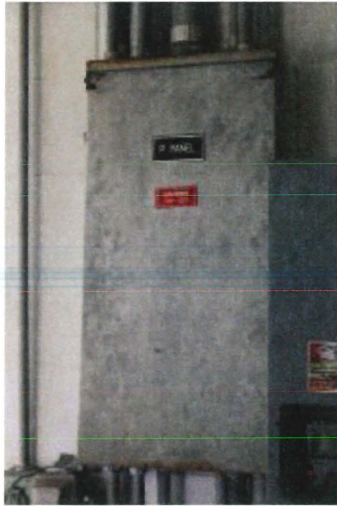


Electrical service equipment with pool tile

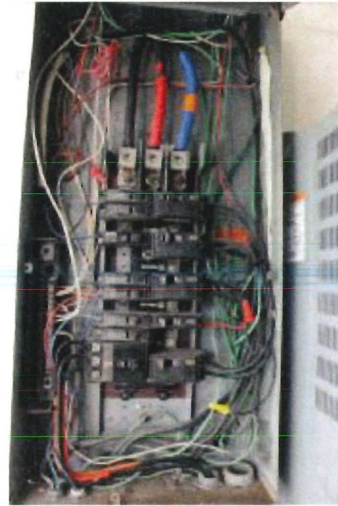


200 Amp, 3-pole MCB

A 200 Amp, 3-pole MCB is located above the meter.



Panel "P" exterior

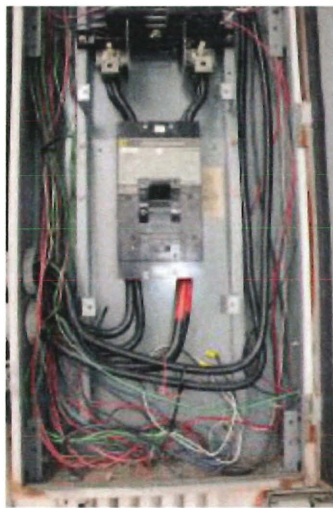


Panel "P" interior

The 200 Amp CB supplies a panel labeled "P". The panel is a three phase, Square-D QO type load center rated at 200 Amps.



Panel "B"

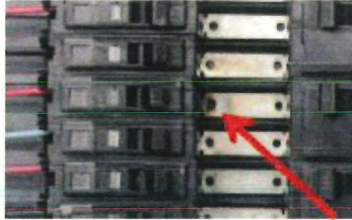


Panel "B" MCB



Panel "B" branch breakers

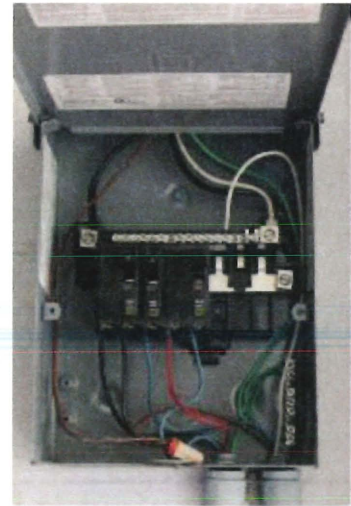
In addition to the 200 Amp CB, the meter supplies a large panel board labeled "B". This panel is a single phase, Square-D type NQOD type panel board rated at 400 Amps.



Panel "B", hot bus finger



Panel "Subpanel A"



Panel "Subpanel A" interior

A relatively new panel labeled "Subpanel A" is fed from panel "P". This panel is a single phase, Square-D QO type load center rated at 100 Amps.



9/15/2023

City of Bonita Springs
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135

Attention: Mr. Marcelo Caliz
Project Manager
Regarding: Bonita Springs Community Pool
Proposal: Replace Hollow Metal Storefront

Dear Mr. Caliz:

Thank you for the opportunity to provide you with this proposal to Remove and Replace the Hollow Metal Storefront Frame and Doors at the Community Pool at 2674 Pine Ave.

SCOPE OF WORK:

- Provide all General Conditions including Supervision and Project Management and General Liability Insurance
- Provide all Safety and Temporary Barriers as needed.
- Remove and Replace the Hollow Metal Storefront as noted on the "Facility Condition Assessment Study" prepared by Weston & Sampson Engineers, Inc. Frame and door assembly to match existing with two active doors.
- Includes all labor, materials, and means and methods. Dispose of old storefront
- Includes all hardware, including panic exit device. Includes expanded mesh metal grid in the window openings, tack welded to the frame for security. Door locks to match existing.
- Prime and paint all metal surfaces. Frame to be caulked at the perimeter.
- Schedule – Assume five [5] working days to complete all work

QUALIFICATIONS:

- Builders Risk Insurance and Performance and Payment Bonds are not included
- Standard HM Frame depth, not custom

Our Lump Sum Proposal to complete all work is: **Twenty nine thousand five hundred ninety seven and 00/100 Dollars (\$29,597.00).**

Sincerely,

A handwritten signature in blue ink, appearing to read "John Purnell".

John Purnell
Project Manager



Date: September 15, 2023
 Project: COBS Pool House Repairs - Hollow Metal Storefront
 Job Number: TBD

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE
DIVISION 1 - GENERAL REQUIREMENTS							
1-0015	Builder's Risk Insurance						
1-0016	Performance Bond						
1-0017	Special Insurance					\$ 350.00	
1-2116	Contingency					\$ 1,500.00	
1-3100 Project Management							
1-3101	Project Superintendent	\$ 1,568.00					
1-3103	Project Mgr - Expediting	\$ 1,568.00					
1-3105	Project Engineer/PA	\$ 610.00					
1-3107	General Superintendent	\$ 484.00					
1-3120	Vehicle Expense					\$ 50.00	
1-3300 Submittal / Doc. Procedures							
1-3370	Project Software					\$ 200.00	
1-3500 Special Procedures							
1-3523	Project Safety				\$ 200.00		
1-5600 Temp. Barriers / Enclosures							
1-5623	Temporary Barricades					\$ 250.00	
1-7300 Project Execution							
1-7310	Equipment Rental						
1-7320	Fuel - Field					\$ 50.00	
1-7400 Cleaning / Waste Management							
1-7419	Waste Removal					\$ 300.00	
DIVISION 5 - METALS							
5-7000	Decorative Metals				\$ 1,000.00		
DIVISION 6 - WOOD / PLASTICS							
6-1000	Rough Carpentry			\$ -	\$ -		
DIVISION 8 - OPENINGS							
8-1100	Hollow Metal Doors/Frames			\$ 9,985.00	\$ 7,200.00	\$ -	\$ -
DIVISION 9 - FINISHES							
9-9100	Painting				\$ 1,591.00		

\$ 29,596.60

TOTALS

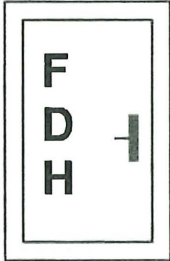
\$ -
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 \$ 350.00
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 \$ 1,568.00
 \$ 610.00
 \$ 484.00
 \$ 50.00
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 \$ 200.00
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 \$ 200.00
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 \$ 250.00
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 \$ -
 \$ 50.00
 \$ -
 \$ 300.00
 \$ -
 \$ 1,000.00
 \$ -
 \$ -
 \$ -
 \$ 17,185.00
 \$ -
 \$ 1,591.00

TOTAL JOB COST ANALYSIS	\$ 4,230.00	\$ -	\$ 9,985.00	\$ 9,991.00	\$ 2,700.00	\$ -
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\$ 26,906.00

PHASE TYPE:2	\$ 4,230.00
PHASE TYPE:4	\$ -
PHASE TYPE:5	\$ 9,985.00
PHASE TYPE:6	\$ 9,991.00
PHASE TYPE:7	\$ 2,700.00
PHASE TYPE:8	\$ -
Subtotal	\$ 26,906.00
Contractors Fee	\$ 2,690.60
TOTAL CONTRACT	\$ 29,596.60

Proposal \$ 29,597.00



Fields Door & Hardware, Inc.

10061 Bavaria Rd., Unit 2, Fort Myers, FL. 33913

Phone (239) 728-3667 Fax (239) 728-3669

EMAIL: kfields@fdhinc.net

TO: Wright const.
ATTN: John Purnell
EMAIL:

RE: Bonita Springs Pool

MATERIAL QUOTATION

Date: 8-22-23

Per our walk through on 8-17-23 we are pleased to quote the following

- 1-----Hollow metal side light/transom frame (2 single-3'6 doors) Welded for existing masonry
- 1-----Hollow metal door 3'6x7'0 1 3/4 2 louvers (20x30) deadbolt top cap
- 1-----Hollow metal door 3'6x7'0 1 3/4 2 louvers (20x30) exit device top cap
- 6-----Hinges BB1191 4 1/2 X 4 1/2 32D NRP
- 1-----Deadbolt 3215 2 3/4 BS US26D
- 1-----Push/pull set
- 1-----Exit device 4501X45CE
- 2-----Seals 5050B 25'
- 2-----Sweeps 200NA 48"

TOTAL TAX INCLUDED-----\$ 9,985.00

**NOTE: RO TO BE 151 1/2" X 104" (Does not include wire mesh)
5 3/4 JAMB**

****This material quote includes ground floor delivery only. ****

TERMS AND CONDITIONS

1. This proposal is acceptable only for a period of thirty (30) days unless specifically otherwise stated above.
2. All invoices rendered against this lot of material will be made by the 25th day of the month delivery was made. All invoices become due and payable on the 10th of the following month.
3. As material suppliers all invoices shall be paid in full with no retainages or holdbacks.
4. All invoices not paid on or by due dates shall be assessed a (carrying/service) charge of 1 1/2% per month or part thereof.
5. All contract materials ordered by us that cannot be delivered to project or purchaser shall be invoiced as if delivered, and held in our warehouse until delivery is requested. Such invoices will be accompanied by above notice and proper insurance coverage documents. Further, purchaser inspection is available during normal company hours at the above location.

*** MATERIAL TO BE SHIPPED FOB JOBSITE (FREIGHT ON BOARD) ***

ACCEPTED BY / TITLE

RESPECTFULLY SUBMITTED BY
Kyle Fields



VIKING CONSTRUCTION CORPORATION OF S.W. FLORIDA
1205 SE 9TH TERRACE CAPE CORAL, FL 33990 (239) 574-3000 FAX (239) 574-3802
CBC 1259883 WWW.VIKINGCONSTRUCTION.COM

****PROPOSAL****
#50496
"COBS POOL HOUSE STOREFRONT"

SEPTEMBER 8, 2023

WRIGHT CONSTRUCTION CORP.
5811 YOUNGQUIST ROAD
FT. MYERS, FL. 33912
(239) 481-5000

ATTN: DUSTIN HEATH

PROPOSAL IS BASED ON PICTURES/SCOPE FROM DUSTIN

VIKING'S SCOPE OF WORK INCLUDES:

- **LABOR ONLY TO DEMO EXISTING HM FRAME**
- **LABOR ONLY TO HAUL AWAY HM FRAME**
- **LABOR ONLY TO INSTALL NEW HM FRAMES IN MASONRY**
- **LABOR ONLY TO INSTALL DOORS & HARDWARE**
 - **2 SINGLE SWING DOORS**
- **SUPPLY & INSTALL WIRE MESS**
 - **MATERIAL LEAD TIME IS 4-6 WEEKS**
 - **McNICHOLS® Expanded Metal, Flattened,**
 - **Galvanized Steel, Hot Dipped, Mill Finish, 3/4"**
 - **No. 9 Flattened, 0.923" Short Way of Design**
 - **(SWD), 2.100" Long Way of Design (LWD), Long**
 - **Way of Opening (LWO) Parallel to Length of Sheet, 64% Open Area, 48" Width x 96" Length**

NOT INCLUDED:

- **STOREFRONT BLOCKING**
- **GLAZING**
- **GROUTING OF FRAMES**
- **MACHINING OR UNDERCUTTING OF DOORS**
- **CUTTING OF CONCRETE**
- **PRIMING AND PAINTING**

PROPOSAL PRICE: \$7,200.00

PRICE VALID FOR 30 DAYS

GREG TEMERARIO
PROJECT ESTIMATOR
VIKING CONSTRUCTION CORP.

Arnold Fabrication & Repair, LLC

2513 68th St W
Lehigh Acres, FL 33971 US
+1 2399803140
arnoldfabricationandrepair@gmail.com



Estimate

ADDRESS

John Purnell
Wright Construction Group
5811 Youngquist Rd
Ft. Myers, Florida 33912
United States

ESTIMATE

1020

DATE

09/12/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Fabrication	metal fabrication <i>welding</i>	10	90.00	900.00
	Travel fee	\$1.25 per mile travel	80	1.25	100.00

This is a do not exceed number for City of Bonita Springs for tack welding on new hollow metal storefront.
Pricing does not include expanded metal cost or paint

SUBTOTAL

1,000.00

TAX

0.00

TOTAL

\$1,000.00

Accepted By

Accepted Date

*Not to
EXCEED*

PROPOSAL

License #CGC1524644

Tom McGill, Vice President

239-464-6001



9/14/2023

SUBMITTED TO:

Wright Construction Group

5811 Youngquist Rd

Fort Myers, FL 33912

ATTN: Mr. John Purnell, Project Manager

PROJECT:

BONITA POOL HOUSE

Scope of Work:

INTERIOR OFFICE:

- 1) CMU wall opposite door shall have loose crumbling, flaking paint removed and spot primed.
- 2) After the completion of step #1 prime wall in it's entirety with Bon-Plex, followed then with one (1) coat of SherCryl HPA High Performance Acrylic Gloss.

EXTERIOR WALL:

- 1) Hand scrape loose material, Hand clean chalky paint from walls as best as possible.
- 2) Patch holes and cracks.
- 3) Prime painted wall with one (1) coat of Loxon Primer and bare wall with Loxon Guide coat.
- 4) install MasterSeal 590 Waterplug at the gap between wall and slab.
- 5) After the completion of the above steps apply two (2) coats of SherCryl HPA High Performance Acrylic Gloss.

HOLLOW METAL STOREFRONT:

- 1) Apply Kem Kromik Rust Inhibitive Universal Primer to Hollow Metal Frames, Doors and screening followed then with two coats of SherCryl HPA High Performance Acrylic Gloss.

PRICING BREAKDOWN:

Interior Office	\$ 515.00
Exterior wall	\$ 2,340.00
Wall Joint	\$ 890.00
Hollow Metal Storefront	\$ 1,591.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payments will be made as outlined above or a 1-1.5% penalty will be added for each month past due.

Authorized Signature:

Tom McGill

Vice President

Date:

9/14/2023

Signature: _____

Date: _____

Extreme Painting & Contracting, Inc., 2312 Bruner Ln, Fort Myers, FL 33912





9/15/2023

City of Bonita Springs
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135

Attention: Mr. Marcelo Caliz
Project Manager
Regarding: Bonita Springs Community Pool
Proposal: Block Repair & Painting

Dear Mr. Caliz:

Thank you for the opportunity to provide you with this proposal to perform Block Repair & Painting Work at the Community Pool at 2674 Pine Ave.

SCOPE OF WORK:

- Provide all General Conditions including Supervision and Project Management
- Provide General Liability Insurance
- Provide block repair/patching as noted on the "Facility Condition Assessment Study" prepared by Weston & Sampson Engineers, Inc.
- Clean and paint the pump room wall, and the adjacent wall in the staff office.
- Includes all labor, materials, and means and methods.
- Coordinate as required with Pool Staff
- Schedule – Assume five [5] working days to complete all work.

QUALIFICATIONS:

- Builders Risk Insurance and Performance and Payment Bonds are not included
- Permits are excluded
- Staff employees will need to remove any personal or valuable items or place them in a desk drawer before the painting contractor starts work.
- Computers, desk lamps or other items that could be damaged should be removed prior to work
- Note that the concrete and masonry surfaces are contaminated by years of exposure to pool chemicals. This condition will make it difficult to guarantee the life of paint coatings.

Our Lump Sum Proposal to complete all work is: **Fifteen thousand three hundred fifty five and 00/100 Dollars (\$15,355.00).**

Sincerely,

A handwritten signature in blue ink, appearing to read "John Purnell".

John Purnell
Project Manager



Date: September 15, 2023
 Project: COBS Pool House Repairs - Misc. Repairs & Painting
 Job Number: TBD

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE
DIVISION 1 - GENERAL REQUIREMENTS							
1-0015	Builder's Risk Insurance						
1-0016	Performance Bond						
1-0017	Special Insurance					\$ 250.00	
1-2116	Contingency					\$ 1,000.00	
1-3100 Project Management							
1-3101	Project Superintendent	\$ 2,240.00					
1-3102	Asst. Project Superintendent						
1-3103	Project Mgr - Expediting	\$ 1,568.00					
1-3103	Senior Project Manager						
1-3104	Asst. Project Mgr - Expediting						
1-3105	Project Engineer/PA	\$ 732.00					
1-3106	Estimator	\$ -					
1-3107	General Superintendent	\$ 484.00					
1-3120	Vehicle Expense					\$ 50.00	
1-3300 Submittal / Doc. Procedures							
1-3370	Project Software					\$ 200.00	
1-3500 Special Procedures							
1-3523	Project Safety				\$ 200.00		
1-5600 Temp. Barriers / Enclosures							
1-5623	Temporary Barricades					\$ 100.00	
1-7300 Project Execution							
1-7320	Fuel - Field					\$ 50.00	
DIVISION 6 - WOOD / PLASTICS							
6-1000	Rough Carpentry / Block Repair	\$ 2,880.00		\$ 300.00	\$ -	\$ 150.00	
DIVISION 9 - FINISHES							
9-9100	Painting				\$ 3,755.00		

\$ 15,354.90
 TOTALS

\$ -
 \$ -
 \$ 250.00
 \$ 1,000.00
 \$ -
 \$ 2,240.00
 \$ -
 \$ 1,568.00
 \$ -
 \$ -
 \$ 732.00
 \$ -
 \$ 484.00
 \$ 50.00
 \$ -
 \$ 200.00
 \$ -
 \$ 200.00
 \$ -
 \$ 100.00
 \$ -
 \$ 50.00
 \$ -
 \$ 3,330.00
 \$ -
 \$ 3,755.00

TOTAL JOB COST ANALYSIS	\$ 7,904.00	\$ -	\$ 300.00	\$ 3,955.00	\$ 1,800.00	\$ -
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\$ 13,959.00

PHASE TYPE:2	\$ 7,904.00
PHASE TYPE:4	\$ -
PHASE TYPE:5	\$ 300.00
PHASE TYPE:6	\$ 3,955.00
PHASE TYPE:7	\$ 1,800.00
PHASE TYPE:8	\$ -
Subtotal	\$ 13,959.00
Contractors Fee	\$ 1,395.90
TOTAL CONTRACT	\$ 15,354.90

PROPOSAL \$ 15,355.00



PROPOSAL

License #CGC1524644
Tom McGill, Vice President
239-464-6001



9/14/2023

SUBMITTED TO:

Wright Construction Group
5811 Youngquist Rd
Fort Myers, FL 33912
ATTN: Mr. John Purnell, Project Manager

PROJECT: BONITA POOL HOUSE

Scope of Work:

INTERIOR OFFICE:

- 1) CMU wall opposite door shall have loose crumbling, flaking paint removed and spot primed.
- 2) After the completion of step #1 prime wall in it's entirety with Bon-Plex, followed then with one (1) coat of SherCryl HPA High Performance Acrylic Gloss.

EXTERIOR WALL:

- 1) Hand scrape loose material, Hand clean chaulky paint from walls as best as possible.
- 2) Patch holes and cracks.
- 3) Prime painted wall with one (1) coat of Loxon Primer and bare wall with Loxon Guide coat.
- 4) install MasterSeal 590 Waterplug at the gap between wall and slab.
- 5) After the completion of the above steps apply two (2) coats of SherCryl HPA High Performance Acrylic Gloss.

HOLLOW METAL STOREFRONT:

- 1) Apply Kem Kromik Rust Inhibitive Universal Primer to Hollow Metal Frames, Doors and screening followed then with two coats of SherCryl HPA High Performance Acrylic Gloss.

PRICING BREAKDOWN:

Interior Office	\$ 515.00	} 3755
Exterior wall	\$ 2,340.00	
Wall Joint	\$ 890.00	
Hollow Metal Storefront	\$ 1,591.00	

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above
or a 1-1.5% penalty will be added for each month past due.

Authorized Signature: Tom McGill
Vice President

Date: 9/14/2023

Signature: _____

Date: _____

Extreme Painting & Contracting, Inc., 2312 Bruner Ln, Fort Myers, FL 33912

REQUESTED MOTION: FIRST READING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Bonita Springs Utilities is seeking a half-acre portion of the City's property at Kent Road for a future water well site.

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

The draft sale agreement is also on this agenda.

STAFF RECOMMENDATION: Move Draft Ordinance to second reading in October.

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

CITY OF BONITA SPRINGS
ORDINANCE NO. 2023 - XX

AN ORDINANCE OF THE CITY OF BONITA SPRINGS;
AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY
LOCATED AT 27601 KENT ROAD, BONITA SPRINGS; AND,
PROVIDING FOR EFFECTIVE DATE.

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

WHEREAS, on October 4, 2023, the City Council authorized the execution of a purchase and sale agreement with Bonita Springs Utilities to convey a half-acre portion of a City-owned parcel at its appraised value; and

WHEREAS, as Bonita Springs Utilities intends to utilize the site for the location of future water well, the City Council finds the conveyance in the best interest of the City.

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

SECTION ONE: RECITALS

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

SECTION TWO: AUTHORIZING CONVEYANCE

City Council of Bonita Springs hereby authorizes the sale of a approximately one-half acre of a certain real property located at 27601 Kent Road, Bonita Springs, Florida 34135 to be further described in a purchase and sale agreement with Bonita Springs Utilities.

SECTION THREE: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of October, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Approved purchase and sale agreement with Bonita Springs Utilities to convey a vacant portion of City-owned land for property for a future water well site.

REQUESTOR: Matt Feeney, Assistant City Manager, and Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

On September 6, 2023, the City Council approved a purchase agreement with BS Parcel Holdings LLC to acquire land for stormwater purposes for the project located on the defunct Bonita Springs Golf Course property. In discussions with Bonita Springs Utilities and as a condition of this acquisition, BSU is seeking the sale of a half-acre portion vacant parcel of City-owned land for future water well location. Both parcels values were determined through appraisals.

The attached purchase and sales agreement will conclude the transfer, subject to minor changes as approved by the City Attorney.

STAFF RECOMMENDATION: Approve purchase and sale agreement to sell portion of Kent Road property.

ATTACHMENTS:

1. Draft Purchase and Sale Agreement

REVIEWERS:

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

Vacant Land Contract

- 1 **1. Sale and Purchase ("Contract"):** City of Bonita Springs
2 ("Seller") and Bonita Springs Utilities, Inc., a Florida Not-for-Profit corporation
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5 Address: a Portion of 27601 Kent Road, Bonita Springs, FL 34135
6 Legal Description: _____
7 See attached Exhibit "A" to Vacant Land Contract
8 _____
9 _____
10 _____
11 SEC ____/TWP ____/RNG ____ of _____ County, Florida. Real Property ID No.: _____
12 including all improvements existing on the Property and the following additional property: _____
13 _____
- 14 **2. Purchase Price:** (U.S. currency) \$ 50,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16 Escrow Agent's Name: GrayRobinson, P.A.
17 Escrow Agent's Contact Person: Richard J. Swift, Jr.
18 Escrow Agent's Address: 1404 Dean Street, Suite 300, Fort Myers, FL 33901
19 Escrow Agent's Phone: (239) 340.7979
20 Escrow Agent's Email: richard.swift@gray-robinson.com
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
22 ☐ accompanies offer
23 ☒ will be delivered to Escrow Agent within 7 days (3 days if left blank)
24 after Effective Date \$ 5,000.00
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
26 ☐ within _____ days (10 days if left blank) after Effective Date
27 ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28 **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
- 29 **(d) Other:** \$ _____
- 30 **(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations)
31 to be paid at closing by wire transfer or other Collected funds..... \$ 45,000.00
- 32 **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37 calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39 delivered to all parties on or before 30 days, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**
- 43 **4. Closing Date:** This transaction will close on See Exhibit "A" ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14xx Rev 7/23

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) easements of record provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: Survey

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
~~Survey~~
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-14xx Rev 7/23

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

N/A

N/A

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
(Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other

23. Additional Terms:

See attached Exhibit "A" to Vacant Land Contract

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.]

This Contract continues with Line 367 on Page 8 of 8.]

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378 ***Bonita Springs Utilities, Inc., a Florida Not-for-Profit corporation***

379 **Buyer:** _____ **Date:** _____

380 **Print name:** Brian Farrar, President

381 **Buyer:** _____ **Date:** _____

382 **Print name:** _____

383 **Buyer's address for purpose of notice:**

384 **Address:** _____

385 **Phone:** _____ **Fax:** _____ **Email:** _____

City of Bonita Springs

386 **Seller:** _____ **Date:** _____

387 **Print name:** Rick Steinmeyer, Mayor

388 **Seller:** _____ **Date:** _____

389 **Print name:** _____

390 **Seller's address for purpose of notice:**

391 **Address:** _____

392 **Phone:** _____ **Fax:** _____ **Email:** _____

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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EXHIBIT "A" TO VACANT LAND CONTRACT
(27601 Kent Road)

20. Additional Terms:

- a) The Property is described as a portion of 27601 Kent Road, Bonita Springs, FL, more particularly described on Exhibit "1", attached hereto.
- b) This transaction will close within thirty (30) days after expiration of the Due Diligence Period.
- c) Notwithstanding any other provision of this Contract to the contrary, Seller will at Seller's expense, have the Property surveyed and the survey certified to Buyer and the title agent, and deliver the survey to Buyer within the Due Diligence Period. The Legal Description and survey for the Property shall conform to the aerial on page 12 and Size (Site Area)/Shape description on page 17 attached hereto as Exhibit "1" and shall be approximately 21,780 square feet, being 0.50 or 1/2 acre. Seller will handle the processing of the Lot Split, including all costs associated therewith, but with and after the Buyer's prior written approval of the application ("Lot Split"). Any survey, engineering, application, and permit fees for the Lot Split shall be paid by Seller. The Lot Split shall be in compliance with all applicable governmental laws and regulations regarding or otherwise in any way related to the Lot Split. Seller may elect to complete the Lot Split after Closing upon Buyer's written consent, provided, however, that this obligation shall survive Closing.
- d) Notices shall be addressed to the Parties as follows:

Seller

City of Bonita Springs
Arleen Hunter, City Manager
9101 Bonita Beach Road
Bonita Springs, FL 34135
Email: Arleen.Hunter@cityofbonitasprings.org

Seller's Attorney

Derek Rooney, City Attorney
GrayRobinson P.A.
1404 Dean Street
Suite 300
Fort Myers, FL 33901
Email: Derek.Rooney@gray-robinson.com

Buyer

Bonita Springs Utilities, Inc.
John Jenkins, Executive Director
11900 E. Terry Street
Bonita Springs, FL 34135
Email: jjenkins@bsu.us

Buyer's Attorney

G. Donald Thomson, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
3451 Bonita Bay Boulevard
Suite 206
Bonita Springs, FL 34134
Email: Donald.Thomson@henlaw.com



AERIAL MAP





SITE CHARACTERISTICS

ADDRESS: 27601 Kent Road, Bonita Springs, Florida 34135

TAX ID: 31-47-26-B3-00001.4020 (Portion of site)

LEGAL DESCRIPTION: See earlier in Property Description

**LOCATION/ACCESS/
EXPOSURE:** The property is located in the City of Bonita Springs, along the east side of the Kent Road (2-lane paved road). The parcel neighbors the Bonita Nature Place park to the south. The site has average access and exposure.

SIZE (SITE AREA)/SHAPE:	Frontage (ft)	145± along Kent Road
	Depth (ft)	150±
	Site Area (sq. ft.)	21,780±
	Site Area (acres)	0.50±
	Shape	Rectangular

The above information was obtained from Lee County Property Appraiser in conjunction with information provided by the client for the portion of the subject parent parcel. As no survey was provided, this appraisal assumes that the site area is accurate.

**PHYSICAL FEATURES
(TOPOGRAPHY, ELEVATION,
ETC.):**

The subject parcel is wooded and appears to be near the crown of the surrounding roads. Drainage on the subject property appears to be adequate.

The subject property is served by the following utilities:

UTILITIES:	Telephone:	CenturyLink and Comcast
	Electricity:	Florida Power & Light
	Water:	Well required
	Sewer:	Septic required
	Natural Gas	None
Multimedia:	CenturyLink and Comcast	

FLOOD ZONE: The subject property is located within Flood Zone AE as found on Flood Map Panel ID # 12071C0678F, dated 28 August 2008. Properties located within this area are typically required to have flood insurance under most financing situations. This property is not located within a FEMA FIRM Floodway.

REQUESTED MOTION: Adopt a zoning resolution to modify the Pelican Landing Development of Regional Impact (DRI) local development order to remove approximately 5.3+/- acres from the Pelican Landing DRI.

REQUESTOR: Jacqueline Genson, AICP, Community Development

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: N/A

BACKGROUND: This DRI action is required to implement the Bayview on Estero Bay RPD/CPD amendment (PD22-94263-BOS, Second Reading also scheduled for October 4, 2023). The Applicant is requesting to remove 5.3+/- acres from the Pelican Landing DRI currently located within the Pelican Landing RPD/CPD Land Development Area F-1 Area and reassign this portion of land to the Bayview on Estero Bay RPD/CPD.

Changes in Florida Statute pertaining to DRIs have significantly changed over time. Based on the scope of this request, the only action necessary is to amend the local DRI development order as required by our local process (Florida Statute 380.06(7) and LDC Sec. 4-131). The removal of this acreage will have no adverse impact on any previously approved conditions within the local DRI development order. The City's Land Development Code, LDC 4-131(d)(1)c.2 states that certain amendments to DRI local development orders do not require a public hearing. After staff review and recommendation, proposed amendments of their type will proceed directly to the City Council and will be scheduled on the administrative agenda of a regular weekly meeting. The City Council will vote on those amendments based upon the recommendation of staff without review by the zoning board.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. DRAFT Zoning Resolution
2. Application and Support Documentation

REVIEWERS:

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

CITY OF BONITA SPRINGS

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING THE MASTER DEVELOPMENT PLAN (MAP H) OF THE PELICAN LANDING DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pelican Landing Development of Regional Impact (“DRI”) is currently governed by the Seventeenth Development Order Amendment, attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, LB Raptor Investments LLC, has requested an amendment to City of Bonita Springs Zoning Ordinance NO. 20-06, Bonita Springs petition PD22-94263-BOS, providing for removal of 5+/- acres from the Pelican Landing Golf Resort (known as “Raptor Bay”) into the adjacent Bayview RPD/CPD; and

WHEREAS, petition PD22-94263-BOS shall be subject to the conditions of approval set forth in the associated zoning ordinance; and

WHEREAS, LB Raptor Investments LLC has petitioned to amend the DRI Development Order to remove this 5 +/- acres by revising the Master Development Plan to be considered in accordance with Section 4-131(d)(1)c.

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. The Master Development Plan for the Pelican Landing DRI (Map H) is hereby amended as reflected as described and depicted in Exhibit “D” attached hereto and incorporated herein by reference.

SECTION THREE. The existing Development Order is hereby replaced and superseded in its entirety as attached hereto which may be relabeled accordingly. Other than as hereby amended, the existing development order, attached hereto, shall remain unchanged and in full force.

SECTION FOUR. This Resolution shall be effective upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of
Bonita Springs, Lee County, Florida, this 4th day of October, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

~~SEVENTH~~~~SIXTEENTH~~ DEVELOPMENT
ORDER AMENDMENT
FOR

PELICAN LANDING

A DEVELOPMENT OF REGIONAL IMPACT

STATE DRI #1-9293-121
COUNTY CASE DRI ~~DRI2005-00004~~
CITY OF BONITA SPRINGS CASE DRI ~~11BOS-DRI00004~~

WHEREAS, a Notice of Proposed Change was filed on October 17, 2022 to amend the boundaries of the City of Bonita Springs Development of Regional Impact Development pursuant to Section 380.06(7), F.S.; and

WHEREAS, the boundaries of the portion of the Pelican Landing DRI in the City of Bonita Springs changed due to annexation. The areas that have been annexed should be included in the DRI Development Order for the City of Bonita Springs; and

WHEREAS, an application to amend the boundaries of the City of Bonita Springs Development of Regional Impact Development Order was submitted pursuant to Section 380.06(19)(e)2., F.S.; and

WHEREAS, this document incorporates the Development Order Amendments for Pelican Landing DRI adopted: 1) March 22, 1995 (incorporating the terms of a settlement agreement); 2) August 16, 1995, which incorporated the conditions of the Spring Creek West DRI as set forth in the Eighth Amendment to Spring Creek DRI #10-7677-9; 3) November 4, 1996; 4) November 17, 1997; 5) September 21, 1998; 6) June 21, 1999; 7) December 6, 1999; 8) August 7, 2000; 9) September 18, 2000; 10) April 3, 2002 to revise the legal description and clearly define the jurisdictional line between the City and County; 11) October 28, 2002, 12) October 17, 2007; 13) September 2, 2009, 14) July 18, 2011; 15) February 13, 2012; 16) August 5, 2020; and the conditions proposed for the ~~sixteenth~~seventeenth amendment to the Pelican Landing DRI Development Order; and

WHEREAS, Condition II.L., adopted as part of the ninth development order amendment, required the developer to file a Notice of Proposed Change to delineate the jurisdictional boundaries as to the DRI property between the City of Bonita Springs and Lee County; and

WHEREAS, the Developer previously submitted an application for the Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Amendments to the Pelican Landing DRI Development Order to extend the buildout date; and

WHEREAS, the Lee County adopted a substantially similar development order to be applicable within its jurisdiction; and

WHEREAS, the prior changes to the Pelican Landing DRI Development Order described in this document are consistent with the adopted Comprehensive Land Use Plan of Lee County, the Bonita Springs Comprehensive Land Use Plan, proposed Bonita Springs Comprehensive Land Use Plan and applicable local Land Development regulations; and

WHEREAS, City of Bonita Springs, Florida, considered the report and recommendations of the Southwest Florida Regional Planning Council when the ADA was reviewed and the DRI development order was adopted. No comments were received from the SWFRPC within the statutory time frame for the Notice of Proposed change, the Lee County Staff, the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), the documents and comments upon the record made before the City Council in public hearing, and after full consideration of those reports, recommendations, comments, and documents, the City Council of Bonita Springs, Florida, finds and determines that the proposed change does not constitute a substantial deviation warranting further DRI review.

WHEREAS, State of Emergency time extensions were submitted and approved on March 1, 2012, September 21, 2012, December 27, 2012, October 15, 2015, May 3, 2016, December 9, 2016, and September 12, 2018. Due to the legislative time extensions the buildout and termination dates need to be adjusted to reflect the State of Emergency time extensions. The current buildout date is now July 14, 2029 and the current termination date is July 14, 2035.

WHEREAS, the City of Bonita Springs added a parcel to the Hyatt hotel, which is part of the Pelican Landing DRI; the City requested WCI Communities, LLC to include the parcel in the DRI Development Order. WCI Communities, LLC is relying on the City determination that the inclusion of the parcel in the DRI does not result in any unreviewed regional issues.

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The "Pelican Landing DRI" is a partially built master planned community on a total of 2,7449.7 acres located approximately three miles north of the Lee/Collier County Line. Approximately 1,5027 acres of the Pelican Landing DRI are located within the City of Bonita Springs; and approximately 282 acres of the 2,7449.7 acre total constitutes the Spring Creek West DRI, which is located in the City of Bonita Springs. The property is bounded on the west by Estero Bay, on the east by US 41, and on the south by Spring Creek. Coconut Road provides the general northern boundary of Pelican Landing; however, a part of the project is located north of Coconut Road.

The development is approved with a total of 3,912 residential units, of which 930 are single-family and 2,982 multi-family, 300,000 square feet of gross floor area of retail commercial, and 475,000 square feet of gross floor area of office commercial. The retail uses will provide up to 2,048 parking spaces and the office uses will provide up to 1,587 parking spaces. The project includes 750 hotel/motel rooms, a 50,000-square-foot conference center, 65 wet boat slips and 150 dry boat slips, various recreational amenities including, but not limited to: golf, tennis, canoe parks, an existing boat ramp on the Baywinds Parcel and a beach park for the benefit of the owners in Pelican Landing. There are 143.81 acres of upland habitat preserve, 678.5 acres of salt and freshwater wetlands, 247.99 acres of water management lakes, 162.16 acres of public and private right-of-way, 3.2 acres of "off-site" parking, 6 acres of utilities and an .11-acre cemetery site.

Water supply and wastewater treatment, and reclaimed water, when available, will be provided by Bonita Springs Utilities, Inc. The project buildout is the year 2025.

B. LEGAL DESCRIPTION: The Pelican Landing DRI is located in Sections 05, 06, 07, 08, 09, 16, 17, 18, 20, and 21, Township 47 South, Range 25 East, and Sections 13 and 24, Township 47 South, Range 24 East, Lee County, Florida as more particularly described in attached Exhibits A, B and C.

Exhibit A identifies the boundaries of the DRI located within the City of Bonita Springs, except the Spring Creek West DRI portion.

Exhibit B identifies the boundaries of the Spring Creek West DRI, which is located in City of Bonita Springs.

Exhibit C identifies the boundaries of the Hyatt expansion parcel.

C. The DRI property is currently zoned AG-2, RS-1, RM-6, PUD, RPD, CPD, TFC-2 and RM-2; the property is partially developed.

D. The Application for Development Approval as modified by the settlement agreement was determined to be consistent with the requirements of Section 380.06, Florida Statutes.

E. The development is not located in an area designated as an Area of Critical State Concern under the provisions of Sections 380.05 and 380.06 (14), Florida Statutes.

F. The proposed Development Order Amendment does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development plan applicable to the area. The development is consistent with the State Comprehensive Plan if developed pursuant to the conditions set forth herein.

G. The Department of Economic Opportunity provided a letter that submitted that an amendment to the DRI DO could be submitted as a Section 380.06(19)(e)2. Change.

H. The development is located in the Urban Community, Outlying Suburban and Resource Protection Areas future land use classifications of the Lee Plan and the property is located within the Privately Funded Infrastructure Overlay and is consistent with the Lee County Comprehensive Plan and Lee County's Land Development Regulations if subject to the conditions contained in this Development Order. The Development is located in the Moderate Density MU/PD classification of the City of Bonita Springs Plan, the "high rise" buildings were found to be vested under the administrative provisions of the City of Bonita Springs Plan pursuant to Case No. Vested Rights-2004-00001. The development located within the City of Bonita Springs is consistent with the City of Bonita Springs Plan. The annexed property is still in Lee County future land use classifications identified above.

I. The proposed conditions below meet the criteria found in Section 380.06 (15) (d), Florida Statutes.

J. In accordance with the Development Order condition Section III. Condition 16. herein, the lands within the Spring Creek West DRI were incorporated into this Development Order. Those lands described as the Spring Creek West DRI will only be subject to those terms and conditions set forth in the Eighth Development Order Amendment for the Spring Creek West DRI. They will remain applicable to the property known as the Spring Creek West DRI in the same manner as they are presently applicable, except that one biennial monitoring report that includes both Pelican Landing and Spring Creek West DRIs must be submitted. Additionally the Spring Creek West DRI legal description has been included within the Pelican

Landing DRI. Since the Spring Creek West land is part of an almost completely developed vested DRI, there is no reason to alter the conditions within the Spring Creek West DRI Development Order. The Spring Creek West property is vested under the terms and conditions of the Spring Creek West DRI Development Order, and this property will not be considered in any cumulative analysis of Pelican Landing in accordance with Section III Condition 16. The Spring Creek West DRI is built out. The monitoring for a built out DRI only needs to occur for one year after buildout. The Spring Creek West development has essentially been built out for a period longer than one year, but has not been set forth in an agreement in accordance with Florida Statutes §380.032.

K. A portion of the DRI property is in the incorporated limits of the City of Bonita Springs pursuant to legislation adopted during the 1999 and 2015 Legislative sessions. Portions of the Pelican Landing DRI were added to the City of Bonita Springs by Ordinance 14-10 and Ordinance 13-12. The property added to the City of Bonita Springs by legislative action lies within the area described in section 6 of the Committee Substitute for Senate Bill 2626, 1st Engrossed. Pursuant to Florida Statutes §380.06(15)(h), a separate DRI development order was previously adopted by the City of Bonita Springs that incorporated the rights and obligations specified in this development order as they affect property located within the city limits. Also pursuant to that section of the Florida Statutes, the Pelican Landing DRI development order adopted by the county was amended to remove property located in the City of Bonita Springs. Conditions pertaining to the adoption of an amended DRI development order for property remaining within unincorporated Lee County are set forth in Section II. L. of this development order.

L. In 2011, the State Land Planning Agency changed from the Department of Community Affairs (DCA) to the Department of Economic Opportunity (DEO). References to DCA are now reflected as DEO in the DRI Development Order for future references.

II. ACTION ON REQUEST AND CONDITIONS OF APPROVAL

NOW, THEREFORE, LET IT BE ORDAINED BY THE CITY COUNCIL OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that conditions of the Development Order for the Pelican Landing DRI adopted on August 29, 1994, and amended on March 22, 1995, August 16, 1995, November 4, 1996, November 17, 1997, and September 21, 1998, June 21, 1999, December 6, 1999, August 7, 2000, September 18, 2000, April 3, 2002, October 28, 2002, October 17, 2007, September 2, 2009, July 18, 2011, and February 13, 2012 are further amended as follows, with new language underlined and deletions struck through. All other portions of the original Development Order will remain in full force and effect.

For the purposes of this Development Order, the term “developer” or “Applicant” includes successors or assigns, and all references to County Ordinances and codes include future amendments.

A. Historical/Archaeological Sites

1. The Zenith Mound Archaeological Site (State Master File #8LL1436) and the Johnson Cemetery (State Master File #8111440) will be preserved in perpetuity and have been recorded as “preserve” on all appropriate plats, site plans, and the Master Development Plan for Pelican Landing DRI.

2. If any additional archaeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites will cease. The developer will immediately contact the Florida Department of State, Division of Historical Resources, the SWFRPC, and Lee County and advise them of the discovery. The developer will have a State-certified archaeologist determine the significance of the findings and recommend appropriate preservation and mitigation actions, if necessary.

B. Housing

1. There were no regionally significant housing impacts for the first planning horizon of the DRI Development Order, which ended on December 31, 1997. Utilizing supply data not adjusted to account for the fact that housing sells for less than the listed price, Planning Horizon II (January, 1998, through December 2002) would have an unmet need of 99 affordable units for very low income and no unmet need for low income households. Utilizing supply data adjusted to account for the fact that housing sells for less than the listed price, Planning Horizon II would have an unmet need of only 38 affordable housing units for very low income households and still no unmet need for low income households. The aforementioned data is based on the existing studies.

The supply adjustment figures mentioned above are based on actual sales prices relative to listed prices. Affordability thresholds for owner-occupied affordable housing are determined using PITI (Principal, Interest, Taxes, and Insurance) calculations methodology as outlined in the DCA 1991 Draft methodology.

2. The Southwest Florida Regional Planning Council, the Florida Department of Community Affairs, and Lee County accepted the Developer's contribution of \$20,000.00 to assist existing and prospective employees within the Pelican Landing DRI to locate affordable housing. The \$20,000.00 was contributed to the Lee County Affordable Housing Trust Fund by January 2, 1997. Lee County may use all, or a portion, of the funds to conduct a needs assessment study, and the County will commit to use SHIP funds to assist a minimum of 8 qualified employees within the Pelican Landing DRI obtain a home. Qualified employees must be first time homebuyers, employed by a business located within the Pelican Landing DRI,

including employees of WCI. The applicants for funding must meet the program guidelines including, but not limited to, income limitations and repayment obligations. The funds will only be used to provide interest free deferred payment assistance to qualifying homebuyers for either closing costs or down payments associated with the purchase loan.

C. Hurricane Preparedness

1. The developer provided Lee County with the funds for the provision and connection of a portable diesel powered generator for the Gateway Elementary School. The generator must be equipped with a fuel tank, capable of generating enough power to handle the demands of ventilation fans, lighting, life safety equipment (alarms and intercom), and refrigeration and cooking equipment. The developer was responsible for the initial electrical hook-up costs. The selection of the generator was in coordination with Lee County Emergency Management Staff.

2. The Lee County Emergency Management staff will act as a liaison between the developer and the Lee County School District staff, and will make all of the necessary arrangements for the location of the generator on Lee County School Board property.

3. The provision of the generator serves to mitigate the shelter and evacuation impacts of the project at buildout. Should Lee County ever adopt an impact fee, or other type of levy or assessment to provide funding for shelter space and improvements thereto, the developer will be entitled to a credit against the fee or levy in the amount of the cost of the generator, if eligible under the terms of that impact fee or levy.

4. The developer must notify all purchasers of real property within the residential portions of development, through the restrictive covenants, of the potential for storm surge flooding in feet above the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH", and the National Flood Insurance Program.

5. The developer must prepare, in conjunction with Lee County Emergency Management and Division of Natural Resources staff, a brochure advising all marina owners of the measures that can be taken to minimize damage in the event of a hurricane. This brochure must address how boat owners can minimize damage to their vessels, the marina site, neighboring properties and the environment. The brochure must be provided to all boat owners and users at the marina.

6. Prior to the issuance of a Certificate of Occupancy for any Hotel, the developer or the hotel owner/manager must prepare a written hurricane preparation and evacuation/sheltering plan. This plan will be prepared in conjunction

with Lee County Emergency Management Staff and must be coordinated with the hurricane evacuation plan for the overall DRI.

7. The Property Owner's Association must host an educational seminar, and will be responsible for obtaining the place for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff, who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

8. The developer must develop a hurricane evacuation plan for the DRI. The hurricane evacuation plan must address and include: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program set forth in condition 7 above; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for implementing the plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The plan must be developed in coordination with the Lee County Emergency Management officials and found sufficient by those officials within six months after the effective date of the DRI Development Order. *Editorial note: The developer submitted an emergency plan to Lee County Emergency Management for review and approval. The plan must be re-submitted annually to address changes in the development parameters and changes in local hurricane evacuation and sheltering policies. The plan must comply with Lee County Administrative Code 7-7.*

9. The developer, and any successor landowner, will pay any All Hazards Tax properly levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

10. Conditions C.1. through C.3. address the hurricane mitigation requirements for the initial 4050 units. The total number of approved units is 3,912 units.

D. Marina Facilities

1. The developer must create a conservation easement precluding the construction of additional docking facilities beyond those specifically authorized in this Development Order. This conservation easement will be in addition to the 4,000-foot conservation easement already required in Spring Creek. The location and extent of the conservation easement will be contingent upon navigability of the waterway, and will be established in association with the Florida Department of Environmental Protection (FDEP) permits.

2. All docking and dry storage facilities must be constructed in accordance with the terms and conditions of any FDEP permit or lease, and in accordance with any Lee County dock permit.

3. The developer has constructed dock and channel markers within Estero Bay. The Lee County Division of Natural Resources Management will be permitted to mount regulatory signs on the docks and channel markers owned by the developer. Lee County will be responsible for insuring that the addition of the regulatory signs does not cause the developer to be in violation of any permit condition or FDEP, Coast Guard, or other agency regulation. The regulatory signs will remain the property and maintenance responsibility of the Lee County Division of Natural Resources Management.

4. The marina operator must dispense manatee awareness brochures to all users of the marina facilities. The brochures must also include information regarding channel locations, proper boating routes, and shallow water habitats to be avoided.

5. The developer and marina operator must insure that the marina lighting is directed away from adjacent mangroves and estuarine systems to reduce any negative impacts to the wildlife using these areas.

6. The marina operator will remove or cause to be removed from the marina any boat operator observed violating the guidelines set forth in the manatee awareness brochures, Bonita Springs or Lee County regulations regarding the protection of manatees.

7. The developer must designate and reserve one wet slip for the Florida Marine Patrol or the Lee County Sheriff's Special Response Unit, if needed by these agencies.

8. The shuttle boat captain and marina operator must keep a log of all manatee sightings. The log must reflect the locations, time and date of the sighting, the number of manatees, and the nature of their activity if it can be determined. The log should also note the name of the person recording the sighting. This information must be forwarded to Lee County and FDEP on a periodic basis.

9. The developer must construct an educational board on a Kiosk at the Beach Park. The educational board will be created in conjunction with Bonita Springs, the Lee County Division of Natural Resources Management, Marine Sciences Program and Turtle Time.

10. The developer will comply with all water quality monitoring requirements imposed by the FDEP and the SFWMD.

11. Any boat wash areas must have a closed loop system that captures and recirculates the water through a filtration or other acceptable system. Any boat repair and maintenance facilities must be in an enclosed, roofed, impervious surfaced area to limit the run-off of contaminated water during a storm event.

12. Once a year the marina operator must host an Educational and Hurricane Preparedness Workshop for all tenants in the wet slip area. The marina operator will provide the facility for the seminar and must insure that all tenants are invited. The marina operator will establish the date and time for the workshop in conjunction with Lee County Emergency Management and the Lee County Division of Natural Resources Management, Division of Marine Sciences. Lee County will provide a trained representative who will educate the tenants on natural resources awareness, manatees, safe boating practices and on proper procedures, prior to and during a hurricane.

13. The dry storage facilities must be located in a building or structure which is designed and constructed to meet all requirements of the Standard Building Code.

E. Vegetation and Wildlife/Wetlands

The developer conducted Protected Species surveys in accordance with the Florida Game and Fresh Water Fish Commission (FGFWFC) [now known as the Florida Fish & Wildlife Conservation Commission (FWC)] guidelines and the Lee County Land Development Code. These surveys identified the presence of the following protected species: bald eagle, wood stork, little blue heron, tricolored heron, reddish egret, snowy egret, white ibis, piping plover, Southeastern snowy plover, least tern, American oystercatcher, black skimmer, brown pelican, Atlantic loggerhead sea turtle, and gopher tortoise. The Baywinds parcel has existing environmental permits that remain valid as of the date of the Seventh Development Order Amendment. These permits are based on the plan of development shown on the local Development Order Approval No. 95-12-068.00D. Some improvements were made pursuant to those permits. Future improvements to the Baywinds parcel must be consistent with the conditions set forth in those permits as may be amended.

1. There were three bald eagles' nests of concern prior to the original development order adoption. One nest was on the Pelican Landing property in the Eco Park. The other two nests were originally within 1500 to 1600 feet of Pelican Landing. One of these other nests was located on the Kersey Smoot parcel and was declared abandoned by the USFWS in July 1998. The buffers that affect Pelican Landing property were established in an on-site eagle habitat management plan addressing the Pelican Landing property only. There are currently no active or inactive eagle nests within the Pelican Landing DRI.

Prior to any new development within 660 feet of any active eagle nest other than the nest located within the Eco Park, the Developer must prepare an on-site eagle management plan, addressing the Pelican Landing DRI property only, that will be reviewed by DEO, SWFRPC, FWC Lee County, Bonita Springs and USFWS. The agencies must provide specific written objections or concerns if any, regarding any new proposed management plan and indicate how those concerns can be addressed by the developer.

The Developer will revise the management plans to respond to any lawful objections. The agencies will review and respond to the management plan resubmitted. The agencies will provide a written response to Bonita Springs and the Developer, which reflects that there is no objection to the management plan or outlines specific objections and concerns. The agency response will indicate how any concerns or objections can be addressed by the developer. Bonita Springs and DEO, will have the final approval authority. If a proposed management plan includes development within 750 feet of an active eagle's nest, the plan must also be submitted to the Lee County Eagle Technical Advisory Committee (ETAC). ETAC will review the plan and forward recommendations to the FWC and USFWS.

2. A local development order for the Hickory Island Beach Park has been issued to permit construction of beach park infrastructure. This local development order includes a protected species survey and phased Preliminary Management Plan (PMP). The PMP incorporated Lee County Division of Natural Resources Management (DNRM) and Florida Game and Fresh Water Fish Commission (FGFWFC) recommendations.

The PMP required the developer to provide the County with a conservation easement over the entire parcel, except for the active building areas approved through the local development order. The PMP permitted a refinement of the conservation easement boundaries after completion of a one year utilization study. The final conservation easement is consistent with the provisions of Section 704.06, Florida Statutes. For the purpose of this DRI Development Order, Section 704.06, F.S. will not preclude educational signage, and signage and land management activities required by the management plan, including but not limited to the removal of exotic vegetation.

The objectives of this one year study were: 1) determine shorebird utilization of land under Developer's ownership based on detailed surveys and prepare a shorebird management plan, 2) analyze beach vegetation and prepare a maintenance plan, and 3) monitor beach use by Pelican Landing visitors. Additionally, the PMP requires surveys for identification and protection of sea turtle nests, the construction of three osprey platforms, and a review of the elements of the overall plan to be conditioned on the DRI Development Order.

The Developer submitted a Final Management Plan to Lee County, FGFWFC, and DCA within 18 months of the effective date of the DRI Development Order, on

November 14, 1994. Lee County, FGFWFC, and DCA reviewed the management plan. Lee County approved this plan and its implementation was certified in October 1996.

3. The projected gopher tortoise burrow count for the original Pelican Landing DRI area was 439, based on an estimate of FGFWFC habitat guidelines, a minimum of 75 acres of gopher tortoise habitat must be protected.

The Developer has set aside a 78-acre area of xeric scrub and pine flatwoods to mitigate the impacts to the upland gopher tortoise habitat for the original Pelican Landing DRI land area. This area is known as the Pelican Landing Eco-Park. The Eco-Park area contains significant portions of the xeric oak habitat existing on the original Pelican Landing DRI site.

A Gopher Tortoise Population Study and Management Plan was submitted to the Florida Game and Fresh Water Fish Commission on or about December 22, 1993 for the original Pelican Landing DRI. A new protected species survey was conducted in March and April of 1998 on the addition to the Pelican Landing DRI known as the Kersey-Smoot parcel. The new survey revealed the presence of 114 active and inactive gopher tortoise burrows on 70 acres. A protected species survey was conducted in 1990 and February 1996 on the Baywinds parcel. The survey revealed the presence of 28 active and inactive gopher tortoise burrows on 15.41 acres. The Developer has an Incidental Take Permit for the new gopher tortoise burrows located outside of the Eco-Park in the undeveloped Kersey-Smoot and Baywinds parcels. The Developer obtained an Incidental Take Permit prior to proceeding with development within the gopher tortoise habitat areas. Prior to the start of construction, all gopher tortoise burrows within the development areas must be excavated and any resident gopher tortoises, or commensal species, relocated to open spaces within the Pelican Landing DRI.

Impacts to gopher tortoise habitat within the Kersey-Smoot and Baywinds parcels have been mitigated through incidental take funds paid to the FWC for the purpose of regionally significant gopher tortoise habitat.

The applicant and the Florida Fish and Wildlife Conservation Commission (FWC) have had considerable discussion regarding the modifications and refinements to the existing 78-acre Eco-Park boundaries. The addition of the eastern 140-acre "Skebe Tract", of which 63.24 acres will be added to the Eco-Park, will provide for an 81% increase in the overall size of the Pelican Landing Eco-Park.

The new Eco-Park configuration will delete the southern-most 22 acres, while adding new lands to the park area within the confines of the "Skebe Tract". An overall increase (net gain) of 11 acres of upland habitat, plus 52.24 additional acres of forested wetland acreage will increase the overall size of the revised Eco-Park boundaries to approximately 141.45 acres.

Any active or inactive gopher tortoise burrows found within the Eco-Park deletion zone or the new golf lands of the eastern portion of the "Skebe Tract" will be excavated to search for activity. Any tortoises found will be relocated to the modified Eco-Park boundaries, pursuant to the Eco-Park Reconfiguration Plan, authored by Wilson, Miller, Inc., and accepted by the FWC. The initial Gopher Tortoise Incidental Take Permit LEE-9 must be modified by the FWC in order to adopt the Eco-Park Reconfiguration for both the existing Eco-Park south deletion area, the "Skebe Tract" addition to the Eco-Park, and the inclusion of a portion of the "Skebe Tract" in the development area.

A revised perpetual Conservation Easement will be recorded in the Lee County records, pursuant to the revised boundaries of the Eco-Park. The delete 22 acres will be formally released from the Conservation Easement by the FWC.

4. All areas designated as Preserve on the adopted Map H must remain undeveloped and be owned, maintained, and managed by an Improvement District or a similar legal entity. No lot lines will be allowed within any preserve areas. The following uses are permitted within Preserves: habitat management activities, hiking and nature study, outdoor education, recreational fishing, gates and fencing, and boardwalks limited to pedestrian use. Trimming of mangroves for residential visual access to Estero Bay or Spring Creek is prohibited in wetland areas #14 and #21 (as identified in DRI ADA), and Bay Cedar Phase II (along Spring Creek), and any saltwater wetlands abutting the Kersey-Smoot and Baywinds parcels. However, minor mangrove trimming is permitted within the vicinity of the clubhouse on the Baywinds parcel to provide a limited view of the Estero Bay. The scope of the developer's DEP application request for minor trimming is subject to the review and approval of Lee County Division of Planning, Environmental Sciences staff. All trimming activity will be subject to the wetland regulatory permit approvals.

The Developer has granted a conservation easement consistent with Section 704.06., Florida Statutes for the Eco-Park to the FGFWFC. The conservation easement was drafted to allow use of the Eco-Park for resource-based recreational activities, enjoyment of nature and education enrichment, including, but not limited to: Picnic areas, trails, benches, boardwalks, biking/jogging trails, vita courses, bird viewing blinds/towers and interpretative facilities, signs, on-going maintenance and removal of exotic vegetation and compliance with the management plan required per the FGFWFC. Educational and directional signage are permitted within the Eco-Park. For the purposes of this DRI D.O. the prohibition of signage included within Section 704.06, Florida Statutes applies to off-site signs and billboards. The removal of exotics, controlled burns and the maintenance of the vegetation in accordance with the Eco-Park management plan will be permissible in the conservation easement notwithstanding the provisions of Section 704.06, Florida Statutes prohibiting the destruction of trees. A paved golf cart path, a wooden golf cart bridge across Halfway Creek, a buried irrigation line to be under the path and bridge, and a buried outfall pipe for a surface water management system will be located within the Eco-Park.

5. Should any orchids, wild pine air plants, Florida Counties, Catesby's lilies, leather ferns, royal ferns, or cabbage palms with gold polypody and shoestring ferns be located within development areas, best efforts must be used to relocate these plants to open space and landscaped areas.

6. As part of local development order approval for any phase of the development, an invasive exotic vegetation removal and maintenance plan must be submitted to the Division of Natural Resources Management for approval. At a minimum, this plan must be structured to provide for the phased removal of invasive exotic vegetation and maintenance to control exotic re-invasion within the wetland and upland preserve areas. Removal within preserve areas may be done on a pro rata basis as phased local development orders are obtained.

7. The existing Pelican's Nest golf course includes native vegetation along the rough and between golf holes. The applicant must continue to incorporate the native vegetation into the design of future golf holes, where feasible. Native vegetation has been retained on individual lots and between tracts in the existing developed area of Pelican Landing. Where feasible, the applicant will continue to incorporate native vegetation into the open space and landscaped areas.

8. The applicant designed the golf course and conducts maintenance, which includes fertilization and irrigation, in a manner that is sensitive to the water and nutrient needs of the native xeric vegetation in and around the golf course. Any new golf course or retrofitting of the golf course must meet these standards. However, this condition will not be interpreted in a manner that forces the applicant to jeopardize the health and viability of the golf course.

9. Upon approval of the management plans referenced above, the approved management practices will be considered a part of this development order for enforcement purposes, and will be enforceable in the same manner as a condition of this development order.

10. This project may result in the filling of not more than 13.25 acres of wetlands. The mitigation for the impact to wetlands will be determined at the time of final permitting, but the mitigation should include the removal of exotic invasive plants, the restoration of historic hydro periods, and a total of not more than ten acres of littoral zone plantings. The mitigation for wetland impacts to the Baywinds parcel was determined prior to the inclusion of the property into the Pelican Landing DRI as part of the environmental and local government permitting. The mitigation was based on the plan of development reflected in Lee County Development Order 95- 12-068.00D. Changes to the plan of development that include additional wetland impacts may necessitate modification to the environmental and local government permitting.

F. Solid/Hazardous/Medical Waste

1. All storage, siting, and disposal of hazardous wastes and hazardous materials must be accomplished in accordance with federal, state, and local regulations. The business owner/operator is responsible for compliance with all permitting, reporting, emergency notification provisions and other regulations relating to hazardous materials and hazardous wastes.

2. All business owners and operators must insure that regulated substances are loaded, off-loaded and stored in an area that is curbed and provided with an impervious base. The impervious base must be maintained free of cracks and gaps so as to contain any spills or leaks.

3. Outdoor storage of hazardous waste is prohibited.

4. Restaurants must be outfitted with grease traps or approved equivalent systems. The owner/operators of any restaurant must follow all applicable codes and regulations for cleaning and maintaining grease traps.

5. If any hotel pool utilizes gaseous chlorine, the pool must be equipped with chemical sensors, alarm devices, or other comparable equipment. The hotel owner/operator is responsible for compliance with this requirement and notice of this responsibility/obligation must be included on all deed transfers or lease agreements.

6. Any business that generates hazardous waste defined by the Code of Federal Regulations 40 CFR Part 261, must notify the Division of Natural Resources Management for an assessment as required by Section 403.7225, Florida Statutes. This assessment will address any deficiencies in the management practices of hazardous waste generated at the facility.

7. The developer, or any subsequent owner of the golf course, must insure that the golf course maintenance equipment is handled in accordance with all federal, state and local regulations. Specifically, the developer will insure that all wash down facilities comply with FDEP rules regarding chemical residue, and insure the continued recycling of motor oil from maintenance equipment, and insure recycling of used motor oil, used oil filters, anti-freeze, lead acid batteries, cleaning solvents, shop rags, and aerosol cans.

8. The developer must investigate the feasibility of mulching trees and brush for on-site needs.

9. The developer/property owner of each commercial parcel which will be used to store, manufacture or use hazardous materials, must contact the Lee County Office of Emergency Management, Hazardous Material Representative, prior to obtaining a development order, to discuss the proposed development in relation to potential type, and storage of hazardous materials located on the premises.

10. If required by federal, state or local regulations:

a. The developer/property owner must prepare or have available material safety data sheets (MSDS) and submit either copies of MSDS or a list of MSDS chemicals to the appropriate fire department or district and to the Lee County Division of Public Safety.

b. The developer/property owner must establish an emergency notification system to be used in the event of a hazardous material release.

G. Storm Water Management

1. The surface water management system must be designed, constructed and operated in accordance with the pertinent provisions of Chapters 373 and 403, Florida Statutes; Chapter 40E, Florida Administrative Code; and the South Florida Water Management District "Basis of Review", and any pertinent local regulations regarding the design, construction and maintenance of the surface water management system. This condition applies to anyone obtaining a local Development Order within Pelican Landing. The Bayside and Bay Creek Improvement Districts (districts formed pursuant to Chapter 190, Florida Statutes), must insure that the portion of the system under the ownership and control of the district is operated in accordance with the pertinent portion of the regulatory provisions cited above, and any permit (construction or operation) issued by the SFWMD. Individual lot owners with on-site wetlands or Storm water retention or detention areas under their control must comply with the pertinent portion of the regulatory provisions cited above and any permit issued by the SFWMD.

2. Water Control Structures must be installed as early in the construction process as practicable to prevent over-drainage or flooding of preserved wetland areas. If the SFWMD establishes a construction schedule or scenario that is contrary to this condition, the permit requirement of SFWMD will control.

3. Any shoreline banks created along on-site Storm water wet detention lakes must include littoral zones constructed consistent with SFWMD requirements. The shoreline banks must be planted in native emergent and submergent vegetation. The developer must establish and maintain, by supplemental planting if necessary, 80 percent cover by native aquatic vegetation within the littoral zone for the duration of the project. The littoral zone will include, at a minimum, the area between high water and ordinary low water.

4. The Bayside and Bay Creek Improvement Districts, and/or all property owners, must undertake a regularly scheduled vacuum sweeping of common streets, sidewalks and parking facilities within the development.

5. The developer must implement the best management practices for monitoring and maintenance of the surface water management systems in

accordance with Bonita Springs, Lee County and South Florida Water Management District guidelines.

6. The SFWMD must establish all internal surface water management and wetland systems. The developer must set aside all internal surface water management and wetland systems as private drainage easements, common areas, or preserves. These areas must also be identified as specific tracts on the recorded final plat or some other legally binding document acceptable to the City Attorney.

7. The Baywinds parcel must be developed in accordance with the following permits: Water Management permit numbers 36-02043-S-02 and 36-02043-S, ACOE permit number 89IPD-20127 and the letter of permission to continue work authorized in the original permit, LOP #1989001127, and FDEP permit number 36293225. These permits were granted based on the plan of development reflected in Lee County Development Order No. 95-12-068.00D. These permits may be modified, updated or replaced as required by law. Changes to the local development order may also require modification of the referenced permits.

H. Transportation

1. Significant Impact

a. The original traffic impact assessment for this project assumed the development parameters and land uses shown in Exhibit E, "Pelican Landing DRI Development Parameters." The assessment indicated that the significantly impacted roadways and intersections described below would be operating below acceptable levels of service at the end of Planning Horizon I (1997) and buildout (2002). Each biennial monitoring report, described in Paragraph 4, reflected whether the roadways and intersections described below were significantly impacted or were projected to be significantly impacted by this project in the following year.

b. The Pelican Landing DRI based on the original traffic study was projected to significantly and adversely impact (as defined by Lee County Administrative Code) the following roadways and intersections:

Planning Horizon I (1997 in the original Assessment)	Needed Improvement
US 41/Corkscrew Road	- Signal retiming
US 41/Williams Road	- Signalization, if warranted
US 41/Coconut Road	- Signalization, if warranted
US 41/Pelican Commercial Entrance	- Northbound left turn lane
	- Southbound right turn lane
	- Eastbound right turn lane

US 41/North Pelican Entrance	- Northbound left turn lane
	- Southbound right turn lane
	- Eastbound left and right turn
lanes	
US 41/Pelican Landing Parkway/Old 41	- Signalization, if warranted
	- Southbound dual left turns
	- Signal retiming
US 41/Pelican's Nest Drive	- Northbound left and right turn
lanes	
	- Southbound left and right turn
lanes	
	- Eastbound left and thru/right
lanes	
	- Westbound left and thru/right
lanes	
	- Signalization, if warranted
US 41/Terry Street	- Signal retiming
US 41/Bonita Beach Road	- Signal retiming
Coconut Road/Spring Creek Road	- Separate NB left & right turn
lanes	
	- Separate EB thru & right turn
lanes	
	- Separate WB thru and left
turn lanes	

Buildout (2002 in the original assessment)

Corkscrew Road	
- Three Oaks Parkway to 1-75	- Widen to 4 lanes
Old 41	
- Bonita Beach Road to Terry St.	- Constrained (no widening possible; maximum v/c ratio of 1.85 per 1993 Lee Plan Policy 22.1.9)
US 41	
- Immokalee Road to Old 41 (Collier County)	- Widen to 6 lanes
- Bonita Beach Road to West Terry Street	- Widen to 6 lanes
- West Terry Street to Pelican's Nest Drive	- Widen to 6 lanes
- Coconut Road to Williams Rd.	- Widen to 6 lanes
- Constitution Boulevard to Allico Road	- Widen to 6 lanes

US 41/Corkscrew Road thru/right lanes	-	Separate EB left and
lanes	-	Westbound dual left turn
	-	Signal retiming
US 41/Williams Road	-	Signalization, if warranted
US 41/Coconut Road turn lanes	-	Separate EB left and right
	-	Signalization, if warranted
US 41/Pelican Commercial Entrance	-	Northbound left turn lanes
	-	Southbound right turn lane
	-	Eastbound right turn lane
US 41/North Pelican Entrance	-	Northbound left turn lane
	-	Southbound right turn lane
lanes	-	Eastbound left and right turn
	-	Signalization, if warranted
US 41/Pelican Landing Parkway/Old 41 lanes	-	Southbound dual left turn
lanes	-	Northbound dual left turn
lane	-	Eastbound thru/right turn
	-	Westbound two thru lanes
	-	Signal retiming
US 41/Pelican's Nest Drive lanes	-	Northbound left and right turn
lanes	-	Southbound left and right turn
lanes	-	Eastbound left and thru/right
lanes	-	Westbound left and thru/right
	-	Signalization, if warranted
US 41/Terry Street lanes	-	Northbound dual left turn
lanes	-	Separate WB thru & right turn
	-	Signal retiming

US 41/Bonita Beach Road	-	Signal retiming
Coconut Road/Spring Creek Road turn lanes	-	Separate NB left and right
lanes	-	Separate EB thru & right turn
lanes	-	Separate WB thru & left turn

**The Traffic Impact Statement submitted in support of the thirteenth amendment to the Pelican Landing DRI found that the following roadway links will be significantly and adversely impacted by the Pelican Landing development at buildout (2025).

Buildout (2025)	Needed Improvement
Old US 41 Bonita Beach Road to East Terry Street	No Improvement, Constrained Roadway

2. Mitigation

a The developer will pay impact fees as defined in the Bonita Springs Land Development Code to mitigate Pelican Landing's transportation impacts on the non-site related roads and intersections set forth in Section H.1.b. above. Road Impact Fees were originally estimated to be \$8,900,000 for the land uses identified in Exhibit EF. Road Impact Fee payments represent the DRI's proportionate share payment for all road and intersection improvements identified in Condition H.1.b. as significantly impacted by this project and operating below the adopted level of service standard by 2002 and as updated through the new buildout year of 2025. Estimated Road Impact Fees from this project exceed the community's estimated proportionate share dollar amount of all significantly impacted roadway improvements.

If the Land Development Code Chapter governing Impact Fees is repealed, reduced, or made unenforceable by court petition, the Pelican Landing DRI will continue to pay, per individual permit, an amount equivalent to Road Impact Fees prior to such repeal, reduction or court petition. If payment is not made consistent with that schedule, then a substantial deviation will be deemed to occur, and the traffic impacts of Pelican Landing DRI must be reanalyzed to determine appropriate alternative mitigation prior to the issuance of further building permits for the Pelican Landing DRI.

All road impact fee monies paid by the Pelican Landing DRI after adoption of this DRI Development Order will be applied by Lee County and Bonita Springs,

consistent with the Interlocal Agreement Pertaining to the Collection of Impact Fees dated August 29, 2000, toward the non-site related improvements included in Transportation Condition H.1.b., provided those improvements are deemed necessary to maintain the adopted level of service standards and are included in the County's and City's Capital Improvement Program. Should the identified improvements be funded through other sources, in whole or in part, or deemed unnecessary to maintain the adopted level of service standards, Bonita Springs may apply any Pelican Landing impact fees not required for those specific improvements to other improvements consistent with the requirements of the Bonita Springs Land Development Code.

b. If through the local development approval process, the developer constructs, with the approval of the Lee County DOT or Bonita Springs, an intersection or roadway improvement identified in Paragraph H.1.b., those improvements may be eligible for Road Impact Fee credits. The determination of whether such credits will be granted will be made consistent with the procedures outlined in the Land Development Code.

c. The developer has dedicated 60 feet of right-of-way for Burnt Pine Drive North, from Pelican Landing Parkway to Coconut Road, a distance of 6,926 feet; and for Burnt Pine Drive South from Pelican Landing Parkway to Pelican's Nest Drive, a distance of 2,326 feet. The developer constructed, as a two-lane access road, Burnt Pine Drive North from Pelican Landing Parkway to Coconut Road, and Burnt Pine Drive South from Pelican Landing Parkway to Pelican's Nest Drive. Credits, if any, for the right-of-way dedication and construction identified above will be issued consistent with the procedures outlined in the Land Development Code. Dedication of the roadway right-of-way and construction of Burnt Pine Drive for the links below is complete:

1) Burnt Pine Drive South from Pelican Landing Parkway to Pelican's Nest Drive: coincident with the Certificate of Compliance for the commercial parcel located in the northeast quadrant of the intersection of Burnt Pine Drive South and Pelican's Nest Drive.

2) Walden Center Drive North from Pelican Landing Parkway to Pelican Landing North Entrance.

3) North Commons Drive North from Pelican Landing North Entrance to Coconut Road.

d. The developer reserved and dedicated 25 feet of additional right-of-way along the south side of Coconut Road from US 41 west to Spring Creek Road to ensure that improvements to Coconut Road are not precluded. Such right-of-way was dedicated to Lee County. Credits, if any, for the right-of-way dedication will be granted at the time of dedication, and must be consistent with the Land Development Code in effect at that time.

e. As a mitigation option, the developer, with the concurrence of Bonita Springs and Lee County, made an advance payment of a portion of Pelican Landing's total Impact Fees up to 2 million dollars. Bonita Springs and Lee County utilized the advance payment to accelerate the Project Design & Environmental (PD&E) Study for US 41 from the Collier County line to San Carlos Boulevard. The PD&E Study at the time, was scheduled in FDOT's Tentative Five Year Work Program for fiscal year 1998/99 (WPI #1114700).

3. Access and Site-Related Improvements

a. The developer will be fully responsible for site-related roadway and intersection improvements required within the Pelican Landing DRI. The developer must pay the full cost for any site-related intersection improvements (including but not limited to signalization, turn lanes and additional driveway through lanes) found necessary by Bonita Springs, Lee County or the Florida Department of Transportation (FDOT) permitting requirements for the Community's access intersections on US 41, Coconut Road and Spring Creek Road.

b. The Pelican Landing DRI site access points are located and developed consistent with the Florida DOT's access management classification for US 41, unless otherwise approved by the Florida DOT. Improvements to those access points will be consistent with the Department's permitting requirements.

c. Site-related improvements will be as defined in the Land Development Code.

d. Except for Spring Creek Road and Coconut Road, all roads located within Pelican Landing will be maintained by the Bayside Improvement District (BID) or Bay Creek Improvement District, unless subsequently dedicated to and accepted by Lee County or the City of Bonita Springs.

4. Biennial Monitoring Report

a. The developer will submit a biennial traffic monitoring report to the following entities for review and approval: Bonita Springs, Lee County, the Florida Department of Transportation (FDOT), the Florida Department of Economic Opportunity (FDEO), and the Southwest Florida Regional Planning Council (SWFRPC). The biennial monitoring report will be submitted to the City and the County in the same year.

The first monitoring report was submitted one year after the date of the issuance of this DRI Development Order. Reports must be submitted biennially thereafter until buildout of the project.

b. The monitoring report was designed in cooperation with Bonita Springs, the Lee County Department of Transportation, FDOT, the SWFRPC and the FDEO prior to the submittal of the first report. The methodology of the biennial traffic monitoring report may be revised if agreed upon by all parties.

c. The biennial traffic monitoring report must contain the following information:

(1) P.M. peak hour existing volumes and tuning movement counts at all site access onto US 41 and Coconut Road, and a comparison to the project trip generation assumed in the DRI analysis.

(2) For existing conditions and a one-year projection, P.M. peak hour peak season tuning movement counts, Pelican Landing's estimated share of traffic, and an estimated level of service for the intersections identified in Paragraph H.1.b. as impacted by this project.

(3) For existing conditions and a one-year projection, P.M. peak hour peak season traffic counts, Pelican Landing's estimated share of traffic, and an estimated level of service for the roadway links identified in Paragraph H.1.b. as impacted by this project through buildout.

(4) An estimate of when the monitored roadways and intersections will exceed adopted levels of service.

(5) A summary of the status of road improvements assumed to be committed in the ADA, including the following:

<u>Roadway</u>	<u>Segment</u>	<u>Improvement Schedule</u>	
Pelican's Nest Horizon I Dr.	Pelican's Nest to US 41	0 to 2	Planning (1997/98)
Corkscrew Road Horizon I	1-75 to Treeline Ave.	2 to 4	Planning (1997/98)
US 41 Horizon I	Alico Rd. to Island Park Rd.	4 to 6	Planning (1997/98)
US 41 Horizon I	Island Park Rd. to south of Daniels Parkway	4 to 6	Planning (1997/98)

Bonita Beach Road
Horizon I

Hickory Blvd. to
Vanderbilt

2 to 4

Planning

(1997/98)

(6) A summary of the roadway and intersection improvements listed in Paragraph H.1.b. that have been constructed, and the program status of the remainder.

d. If the biennial monitoring report confirms that the peak season P.M. peak hour traffic on the significantly impacted roadways exceeds the level of service standards adopted by Lee County or Bonita Springs, or is projected to exceed the adopted level of service standards adopted by Lee County or Bonita Springs within the forthcoming 12 months, and if the project is utilizing 5% or more of the roadway service volume at the adopted level of service standard during peak hour peak season traffic conditions, then further local development orders, building permits and certificates of occupancy may not be granted until the standards of the County's concurrency management system have been met. This means that adequate district-wide level of service capacity must be available through 1999. After 1999, significantly impacted individual links must be operating at the adopted level of service, or an improvement to achieve the adopted level of service must be scheduled for construction in the first three years of an adopted local government capital improvement program or state work program.

e. If the biennial traffic monitoring report confirms that the peak season P.M. peak hour traffic on the segment of US 41 in Collier County from Immokalee Road to Old US 41 exceeds the level of service standard adopted by Collier County and if the project is utilizing 5% or more of the roadway service volume at the adopted level of service standard during peak hour, peak season traffic conditions, then further building permits may not be granted until the subject roadway segment is committed for construction by the Florida Department of Transportation and/or Collier County.

f. In the event the developer confirms that no additional development occurred on any portion of the site for the year, even after the approval of a local development order, they may submit a Letter of "No Further Transportation Impact" in lieu of fulfilling the transportation monitoring portion of the Biennial Monitoring Report.

5. Future Extensions

Any future extensions that cumulatively exceed seven years after the current 2025 ~~2020~~ buildout date (excepting any time where Florida Statutes specifically excludes the time from being calculated) will require the applicant to meet with the County, City, FDOT, and SWFRPC transportation staff to determine the appropriate methodology for the transportation analysis and to determine if a detailed link and

intersection analysis is necessary. The transportation analysis resulting from the methodology meeting must be submitted with the Notice of Proposed Change (NOPC) application.

I. Wastewater Management/Water Supply

1. The developer or the Bayside or Bay Creek Improvement District must obtain a South Florida Water Management District Water Use Permit, or a Modification to an existing Consumptive Use Permit for any water withdrawals, and for dewatering activities proposed in connection with on-site construction that does not qualify for a No Notice General Permit, under Rule 40E- 20.302(4), F.A.C.

2. Builders within Pelican Landing must utilize ultra-low volume plumbing fixtures, self-closing or metered water faucets, and other water conserving devices/methods consistent with the criteria outlined in the water conservation element of the Bonita Springs Utilities, Incorporated, SFWMD Water Use Permit or the water conservation element of any other approved utility provider utilized by the Development.

3. Developers must utilize xeriscape principles in the landscape design of the project to further the conservation of nonpotable water.

4. If reclaimed water is available for use within the project to address a portion of the project's irrigation demands, the developer or Bayside or Bay Creek Improvement District, as appropriate, must ensure that on-site lakes, wetlands, and the surface water management system are protected in accordance with the requirements of the SFWMD and FDEP.

5. The owner or tenant who owns or operates a commercial facility that generates hazardous commercial effluent must provide written assurance that any hazardous commercial effluent, generated by them, will be treated separately from domestic wastewater, and handled in accordance with FDEP regulations.

6. Except for temporary septic tanks for construction trailers or for sales offices/models, septic tanks are prohibited.

7. All potable water facilities, including any on-site potable water treatment system, must be properly sized to supply average and peak day domestic demand, as well as fire flow demand. The facilities must be constructed and sized in accordance with all pertinent regulations of the FDEP, Lee County, Bonita Springs, and any Fire Control District with jurisdiction.

8. All irrigation systems constructed for the golf course, landscaped areas and commercial/office portions of the project must be designed to

accommodate effluent for irrigation use. Reclaimed water, to the extent it is available, must be used to address irrigation needs. The remaining demand will be satisfied through approved groundwater or surface water withdrawals. Reclaimed water must be used in accordance with all applicable regulations.

J. Police and Fire Protection

1. Construction must comply with the fire protection requirements of all building, development, and life safety codes adopted by Lee County and Bonita Springs.

2. Facilities qualifying under the Superfund Amendments Reauthorization Act (SARA) Title III and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, must file hazardous materials reporting applications in accordance with Sections 302 and 312. Each reporting facility must update these applications annually.

3. The developer must provide for the emergency medical service impacts and fire protection impacts generated by the proposed development through the payment of fire and EMS impact fees as set forth in the Lee County or the City of Bonita Springs Land Development Code as appropriate.

4. If access to development is through a security gate or similar device that is not manned 24 hours per day, the developer must install an override switch in a glass-covered box for use by emergency vehicles, or a comparable system that permits emergency vehicles to access the project. The parking lot for the beach parking lot is required to be gated or closed by the zoning resolution. The gate, chain or other device to prohibit access to the parking lot after hours will be unmanned, and the override system required by this condition does not apply to the parking lot gate, chain, or other device.

5. The project's impact on fire protection and rescue service delivery will be met by the ad valorem taxes, EMS impact fees and fire impact fees.

K. Interface Zone

1. The Developer will continue to design, develop, and maintain any golf course constructed adjacent to the mangrove fringe area of Estero Bay in accordance with condition 14 a. through l. of Lee County Resolution Number Z-94-014. Adjacent to the mangrove fringe means any golf course constructed within 500 feet of the mangrove fringe.

2. The Developer will continue to employ management strategies to address the potential for pesticide/chemical pollution of groundwater and surface water receiving areas, including but not limited to, Estero Bay, the mangrove fringe and any transition zone wetlands of Estero Bay, that may result from the

development of a golf course and water management areas within 500 feet of the mangrove fringe of Estero Bay.

3. The management practices that the Developer will continue to follow are as follows:

a. The use of slow release fertilizers and/or carefully managed fertilizer applications that are timed to ensure maximum root uptake and minimal surface water runoff or leaching to the groundwater.

b. The practice of integrated pest management (IPM) when seeking to control various pests, such as weeds, insects, and nematodes. The application of pesticides will involve only the purposeful and minimal application of pesticides, aimed only at identified targeted species. The regular widespread application of broad spectrum pesticides is not acceptable. The IPM program will minimize, to the extent possible, the use of pesticides, and will include the use of the USDA-SCS Soil Pesticide Interaction Guide to select pesticides for uses that have a minimum potential for leaching or loss due to runoff depending on the site specific soil conditions. Application of pesticides within 100 feet of the jurisdictional mangrove system is prohibited.

c. The coordination of the application of pesticides with the irrigation practices (the timing and application rates of irrigation water) to reduce runoff and the leaching of any applied pesticides and nutrients.

d. The utilization of a golf course manager licensed by the state to use restricted pesticides and experienced in the principles of IPM. The golf course manager will be responsible for ensuring that the golf course fertilizers are selected and applied to minimize fertilizer runoff into the surface water and the leaching of those same fertilizers into the groundwater.

e. The storage, mixing, and loading of fertilizer and pesticides will be designed to prevent/minimize the pollution of the natural environment.

4. The Developer will continue to prepare a management plan for the application of herbicides, pesticides, and fertilizers on the original Pelican Landing DRI golf course adjacent to the mangrove fringe of Estero Bay. This plan was amended to include the Kersey-Smoot parcels prior to the application of any herbicides, pesticides and fertilizers to the proposed golf course. The amended management plan must: include a groundwater and surface water monitoring plan; provide for testing to assess whether there are any herbicide, pesticide, or fertilizer pollution of the water within the area of the golf course located within 500 feet of the mangrove fringe; identify the locations for the groundwater monitoring and testing on a map(s); and, set forth the testing and reporting requirements. The developer has submitted the test reports with the annual monitoring report. The monitoring program was established and operated at the expense of the Developer, the Bayside

Improvement District, or other comparable legal entity charged with the legal responsibility of managing the golf course. This plan will be evaluated in accordance with the directives of Chapter 17-302, F.A.C., Water Quality Standards. The monitoring was conducted for a period of fifteen +/- years and during that time there were no water quality violations. The golf course conditions and the approved management plan for the application of herbicides, pesticides, and fertilizers are effective and have protected and will continue to protect the water quality. Unless there is an event triggered after February 13, 2012 as explained below, then WCI and its successor will conduct the monitoring for one year after turnover and once at buildout. Thereafter, the monitoring requirement will be terminated and will be of no further force and effect.

Effective February 13, 2012, in the event (1) the golf course is redesigned, reconfigured or redeveloped OR in the event (2) the current management plan is abandoned and another plan is instituted, then the applicant will monitor for pesticides, herbicides and nutrients in their surface water and groundwater monitoring sites. This monitoring will be semi-annual and will last no more than three years from the date the event above is completed, unless a specific pesticide, herbicide or nutrient attributable to the golf course based on substantial, competent evidence is found in at least two (2) of the monitoring samples.

5. The Developer submitted a written amended surface and groundwater quality management plan to Bonita Springs, Lee County and DEO. The amended plan was approved by DEO prior to the application of chemicals to the proposed golf course. The DEO will have 30 working days to review the management plan and approve or object to the plan in writing. The objections must be based on valid rules and regulations, and must identify how the concerns or issues can be addressed by the developer. The Developer must resubmit a revised water quality management plan to address the valid objections. DEO will have 30 days in which to review any revised management plan and must provide written comments or approval in the same manner as for the original management plan. Should DEO fail to provide a written response within the prescribed time frames, the plan will be deemed approved.

6. If groundwater or surface water pollution occurs, as that term is defined by the rules or regulations in effect at the time, and should the pollution be caused by the application of fertilizers, herbicides or pesticides to the golf course adjacent to the mangrove wetlands, the application of the pollutant must cease until there is a revised management plan for the application of the pollutant. A determination that the application of fertilizers, herbicides or pesticides to the golf course are the cause and source of the pollution must be based on competent and substantial evidence. If mitigation is necessary to address the pollution, a mitigation plan approved by DEO will be implemented by the developer. The mitigation plan will be based on rules and regulations in effect at the time the plan is reviewed and approved. The approved mitigation plan will be enforceable as a condition of the Development Order.

7. The mangrove wetland jurisdiction line of Estero Bay is buffered from the proposed golf course by a 100-foot-wide undisturbed naturally vegetated corridor, except for water management facilities permitted by the SFWMD and except for the removal of exotic plants as required by Bonita Springs. The 100-foot-wide buffer area will run along the portion of the golf course that abuts the mangrove wetlands of Estero Bay south of Coconut Road.

No portion of the proposed golf course may be located closer than 100 feet to this mangrove line. To maintain the existing natural mangrove setbacks, no impacts are permitted to the wetlands on the western (Estero Bay) side of the Kersey-Smoot parcels. This includes both saltwater and freshwater wetlands contained within the boundary of the wetlands jurisdictional line. The proposed golf course fairways, tees and greens must be set back a minimum of 25 feet from all wetland jurisdictional lines on the Kersey-Smoot and Johnson parcels, except where wetland impacts have been permitted by the SFWMD and the Army Corps of Engineers. Water management facilities permitted by the SFWMD and the removal of exotic vegetation, subject to Bonita Springs regulations, are allowed within all wetlands on the Kersey-Smoot and Johnson parcels.

8. All of the Interface Zone conditions will be interpreted and applied with the understanding that water quality is regulated by the DEP and the SFWMD. None of the Interface Zone conditions will be interpreted in a manner which is contrary to Section 403.021, Florida Statutes, the Florida Air and Water Pollution Control Act, and the rules adopted thereunder.

9. The Interface Zone conditions will not be interpreted in a manner contrary to public policy directives to utilize domestic reclaimed water. Pelican Landing will not be responsible for any harmful pollutants applied to the golf course via the reclaimed water, unless Pelican Landing has actual knowledge that the reclaimed water provided by the utility contains harmful pollutants.

10. The conditions set forth in this DRI Development Order do not preempt the authority of the SFWMD and the DEP. Section 373.016, Florida Statutes provides that the legislature has vested the authority in the DEP/SFWMD to accomplish the conservation, protection, management, and control of the waters of the state. To the extent that any requirements of DEO, SWFRPC, Lee County, or Bonita Springs pursuant to this DRI Development Order are contrary to those of the SFWMD/DEP, in areas where the SFWMD and DEP have been given preemptive authority, the requirements of the SFWMD and the DEP will control.

11. The Bayside Community Development District (or successor) will provide a copy of any required NPDES monitoring to Lee County and the City of Bonita Springs. Upon turnover of the maintenance responsibilities of the Interface

Zone to the Bayside Community Development District (or successor), the City, County and the Community Development District may enter into an Interlocal Agreement to permit access to the former monitoring sites when under the Community Development District jurisdiction, so as to permit access to all Interface Zone surface water sites and ground water monitoring wells for monitoring purposes by the City.

L. Dual Jurisdiction

The Pelican Landing DRI is located within two jurisdictions, namely Lee County and the City of Bonita Springs. For State review purposes, the DRI will be considered an integrated and whole development, such that all approvals for development under the DRI Development Order will be applicable to the entire Pelican Landing DRI without regard to the jurisdictional split.

To this end, the developer is required to provide contemporaneous copies of any and all NOPC applications filed with respect to the Pelican Landing DRI to both the City and the County, even though the property actually affected by the amendment may be located wholly with one or the other jurisdiction. The jurisdiction most affected by the NOPC (i.e., as determined by the location of property affected by the proposed change) will take the lead in processing the NOPC. However, both jurisdictions may have input into the NOPC process, as a principle, if desired.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS

1. This amended Development Order constitutes a resolution of Bonita Springs, adopted by its City Council, in response to the application filed by WCI Communities, LLC to amend the Pelican Landing Development of Regional Impact Development Order.

2. All commitments and impact mitigating actions volunteered by the developer in the Application for Development Approval and supplementary documents that are not in conflict with conditions or stipulations specifically enumerated above are incorporated by reference into this Development Order. These documents include, but are not limited to the following:

- (a) Pelican Landing Application for Development Approval, stamped Received October 26, 1992;
- (b) Pelican Landing DRI sufficiency response, stamped Received February 5, 1993;

- (c) Pelican Landing DRI sufficiency response, stamped Received July 6, 1993;
- (d) Pelican Landing DRI sufficiency response, dated September 16, 1993; and
- (e) Pelican Landing DRI sufficiency response, stamped Received November 22, 1993.

3. Map H, last revised ~~October 2022~~~~October 2015~~, and stamped received at the permit counter on ~~October 17, 2022~~~~June 19, 2015~~, is attached hereto as Exhibit ~~D~~E and is incorporated by reference. It is understood that because it is a concept plan it is very general. The boundaries of development areas and location of internal roadways may be modified to accommodate topography, vegetation, market conditions, traffic circulation or other site related conditions as long as they meet local development regulations. This provision may not be used to reduce the acreage of the Eco-Park or other open space or preserve acreages. It is understood that the precise wetland boundaries are determined by the U.S. Army Corps of Engineers, SFWMD, FDEP and Lee County. A synopsis of the development parameters permitted under this approval and depicted on Map H are set forth in attached Exhibit E.

4. The Development Order is binding upon the developer(s) and its assignees or successors in interest. Where the Development Order refers to the Bayside Improvement District, lot owners, business owners, or other specific reference, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order that clearly apply only to the project developer are binding upon any builder/developer who acquires any tract of land within Pelican Landing DRI.

5. The terms and conditions set out in this document constitute a basis upon which the developer and the City may rely in future actions necessary to implement fully the final development contemplated by this Resolution and Development Order.

6. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. All costs of such proceedings, including reasonable attorney's fees, will be paid by the defaulting party.

7. Any reference to a governmental agency will be construed to mean any future instrumentality that may be created and designated as successors in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this Development Order.

8. If any portion or section of this Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision will in no manner affect the remaining portions or sections of the Development Order, which will remain in full force and effect.

9. This Development Order grants limited approval and does not negate the developer's responsibility to comply with all applicable federal, state, regional and local regulations.

10. Subsequent requests for local development permits will not require further review pursuant to Section 380.06, Florida Statutes, unless the City Council of Bonita Springs, after due notice and hearing, finds that one or more of the following is present:

- (a) A substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development plans that creates a reasonable likelihood of adverse regional impacts or other regional impacts not evaluated in the review by the Southwest Florida Regional Planning Council; or
- (b) An expiration of the period of effectiveness of this Development Order.

Upon a finding that any of the above is present, City Council must order a termination of all development activity in the development affected by a substantial deviation or expiration of time until such time as a new DRI Application for Development Approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes, and all local approvals have been obtained.

11. The project has a buildout date of July 14, 2029, and a termination date of July 14, 2035. This term is based on a fourteen year three hundred and sixty-four day buildout and the recognition that a local Development Order, which is valid for six years, may be obtained in the last year, and a recognition of the 141 day time period during which the time frame was tolled. The time frame also recognizes the tolling of time for State of Emergency extensions that have been submitted to the City of Bonita Springs.

12. The developer and the Bayside Improvement District may not exercise any rights of condemnation to acquire land within the development commonly known as Spring Creek Village, El Dorado Acres, Estero Bay Shores, Mound Key Estates and Spring Creek Estates.

13. The City Manager for the City of Bonita Springs, or his/her

designee, will be the local official responsible for assuring compliance with this Development Order.

14. The project will not be subject to down-zoning, unit density reduction, intensity reduction or prohibition of development until September 4, 2031, or any later date provided for in future time extensions/tolling permitted by state. If the City clearly demonstrates that substantial changes have occurred in the conditions underlying the approval of the Development Order through public hearings on an amendment to the zoning and/or this DRI Development Order then a down-zoning, unit density reduction, or prohibition of development may occur. These changes would include, but would not be limited to, such factors as a finding that the Development Order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety and welfare.

Lee County will reserve to this DRI until 2026, 300 acres of residential use allocation in each of the Urban Community and Outlying Suburban Future Land Use Categories (for a total of 600 acres), as established by Lee Plan Map 16, The Planning Communities Map and Table 1(b), known as the Planning Community Year 20430 Allocation. This reservation has the effect of reserving all of the acreage transferred from Gateway to Pelican Landing for the duration of the Development Order. The property located in the City of Bonita Springs, not including properties annexed pursuant to Ordinance 13-12 and Ordinance 14-10, is located in the Moderate Density Mixed Use Planned Development land use category.

15. The developer, or its successor(s) in title to the undeveloped portion of the subject property, will submit a report biennially to Bonita Springs, Lee County, SWFRPC, DEO and all affected permit agencies. This report must describe the state of development and compliance as of the date of submission. In addition, the report must be consistent with the rules of the DEO. The first monitoring report was submitted to the Administrative Director of the DEO not later than one year after the effective date of this Development Order. Further reporting must be submitted not later than two years of subsequent calendar years thereafter, until buildout. Failure to comply with this reporting procedure is governed by Section 380.06 (18), Florida Statutes. The developer must inform successors in title to the undeveloped portion of the real property covered by this Development Order of this reporting requirement. This requirement may not be construed to require reporting from tenants or owners of individual lots or units.

16. In compliance with a condition of the first development order amendment, the developer did amend this Development Order to incorporate the portion of the Spring Creek DRI located west of US Highway 41 into the Pelican Landing DRI. A legal description of that portion of the Spring Creek DRI, along with the conditions of the Spring Creek Development Order that are applicable to the Spring Creek West property are now incorporated into this development order). The impacts of the Spring Creek development will not be considered separately or

cumulatively in any future change to the Pelican Landing Development Order. A change in the development plan for the Spring Creek property could be a substantial deviation that would require further analysis of Spring Creek West. The amendment was adopted solely for the purpose of consolidating Spring Creek West and Pelican Landing under the same Development Order and none of Spring Creek West's vested rights will be lost because of the amendment.

17. The City will forward certified copies of this Development Order to the SWFRPC, the developer, and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but will not be effective until the expiration of the statutory appeal period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Upon this Development Order becoming effective, the developer must record notice of its adoption in the office of the Clerk of the Circuit Court, as provided in Section 380.06(15), Florida Statutes. The inclusion of the Baywinds parcel as part of the Seventh Development Order amendment does not divest the rights provided in the permits, development orders, and government approvals obtained on that parcel based on the plan of development reflected in Lee County Development Order No. 95-12-068.00D. These approvals were granted prior to its inclusion in the Pelican Landing DRI and will allow for the development of the Baywinds Parcel consistent with the plan of development reflected in Lee County Development Order No. 95-12-068.00D.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this _____ day of _____, 2023~~20~~.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Simmons	Steinmeyer	Corrie
Quaremba	Bogacz	Gibson
Purdon		Fulllick
Carr		Forbes

Date filed with City Clerk: _____

Attachments:

- Exhibit A Legal Description of the Pelican Landing DRI area within the City of Bonita Springs, but excluding the Spring Creek West DRI area.
- Exhibit B. Legal Description of the Pelican Landing DRI area encompassed by the Spring Creek West DRI, located in the City of Bonita Springs.
- Exhibit C. Legal Description of the Hyatt Expansion Parcel
- Exhibit D. Map H, Master Development Plan - last revised October 2022 ~~June 2020~~, stamped received October 17, 2022 ~~June 3, 2020~~.
- Exhibit E. Pelican Landing DRI Development Parameters

EXHIBIT "A"

Legal Description of the Pelican Landing DRI area within
the City of Bonita Springs, but excluding the Spring Creek West DRI area

DESCRIPTION: PELICAN LANDING - CITY

PARCEL 1-A

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 16, 17, 20 AND 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE-1/4) OF SECTION 16; THENCE RUN SOUTH 00°02'54" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE-1/4) FOR 2643.98 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION; THENCE RUN NORTH 89°10'38" EAST ALONG THE SOUTH LINE OF SAID FRACTION FOR 538.06 FEET; THENCE RUN SOUTH 00°06'43" EAST FOR 1085.91 FEET; THENCE RUN NORTH 89°06'43" EAST FOR 744.41 FEET TO AN INTERSECTION WITH THE WEST LINE OF TAMiami TRAIL; THENCE RUN SOUTHERLY ALONG SAID WEST LINE, 50.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 5619.58 FEET, A DELTA ANGLE OF 00°30'43", (CHORD BEARING SOUTH 00°22'05" EAST FOR 50.21 FEET) TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°06'43" EAST ALONG SAID WEST LINE FOR 49.81 FEET; THENCE RUN SOUTH 89°06'43" WEST FOR 300.00 FEET; THENCE RUN SOUTH 00°06'43" EAST FOR 1445.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 16; THENCE RUN SOUTH 89°16'54" WEST ALONG THE SOUTH LINE OF SAID FRACTION FOR 989.41 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 16; THENCE RUN SOUTH 88°38'34" WEST ALONG SAID SOUTH LINE OF SAID SOUTHWEST QUARTER (SW-1/4) FOR 2627.98 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'25" EAST ALONG THE EAST LINE OF SAID SECTION FOR 2659.47 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION; THENCE RUN NORTH 88°52'49" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 21 FOR 2,040.41 FEET; THENCE RUN SOUTH 00°51'35" EAST FOR 801.04 FEET, MORE OR LESS TO THE WATERS OF SPRING CREEK; THENCE RUN WESTERLY ALONG SPRING CREEK FOR 3,630 FEET MORE OR LESS, TO AN INTERSECTION OF THE EAST LINE OF SAID SECTION 20 AND THE APPROXIMATE CENTERLINE OF SPRING CREEK; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES: SOUTH 78°50'00" WEST FOR 181.31 FEET, NORTH 34°24'12" WEST FOR 230.22 FEET, NORTH 30°59'12" WEST FOR 174.93 FEET, NORTH 24°25'16" EAST FOR 120.83 FEET, SOUTH 65°47'43" EAST FOR 219.32 FEET, NORTH 18°24'43" EAST FOR 158.11 FEET, NORTH 75°11'47" WEST FOR 351.71 FEET, NORTH 65°09'33" WEST FOR 451.88 FEET, NORTH 84°18'44" WEST FOR 351.75 FEET, NORTH 66°54'31" WEST FOR 445.79 FEET, SOUTH 63°24'43" WEST FOR 134.16 FEET, SOUTH 03°23'22" EAST FOR 170.29 FEET, SOUTH 50°30'17" WEST FOR 220.23 FEET, NORTH 84°49'43" WEST FOR 331.36 FEET, SOUTH 62°13'07" WEST FOR 214.71 FEET, SOUTH 22°08'36" WEST FOR 291.55 FEET, SOUTH 72°15'11" WEST FOR 131.22 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 20; THENCE RUN NORTH 00°50'19" WEST ALONG SAID EAST LINE FOR 520.00 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE RUN SOUTH 89°58'37" WEST ALONG THE NORTH LINE OF SAID FRACTION FOR 290.00 FEET TO AN INTERSECTION WITH THE APPROXIMATE CENTERLINE OF THE MOST EASTERLY BRANCH OF SAID SPRING CREEK; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 09°13'28" WEST FOR 137.34 FEET, NORTH 29°08'22" WEST FOR 590.59 FEET, NORTH 38°31'58" WEST FOR 278.03 FEET, NORTH 65°16'43" WEST FOR 254.95 FEET, NORTH 37°18'28" WEST FOR 286.01 FEET, NORTH 32°51'05" EAST FOR 252.39 FEET, NORTH 20°11'00" EAST FOR 236.69 FEET, NORTH 27°23'47" WEST FOR 369.25 FEET, NORTH 89°15'43" EAST FOR 50 FEET MORE OR LESS TO THE EASTERLY SHORE OF SAID SPRING CREEK; THENCE RUN ALONG SAID EASTERLY SHORE FOR 1220 FEET MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°15'13" EAST ALONG SAID NORTH LINE OF SAID SECTION FOR 970 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 20; THENCE RUN NORTH 00°31'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF

SAID SECTION 17 FOR 2674.38 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE-1/4); THENCE RUN NORTH 00°31'29" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 17 FOR 3.40 FEET TO AN INTERSECTION WITH THE CURVED SOUTHERLY LINE OF SPRING CREEK ROAD; THENCE RUN NORTHEASTERLY AND NORTHERLY, 1381.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1130.00 FEET, A DELTA ANGLE OF 70°02'16", (CHORD BEARING NORTH 35°09'06" EAST FOR 1296.89 FEET); THENCE RUN NORTH 89°52'02" WEST FOR 5.00 FEET; THENCE RUN NORTH 00°07'58" EAST ALONG THE EASTERLY LINE OF SPRING CREEK ROAD (50 FEET WIDE) FOR 1611.64 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 17; THENCE RUN EASTERLY ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 17 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 16 FOR 4,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL;

A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE EAST AND WEST QUARTER SECTION LINE OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, EXTENDING FROM THE NORTHWEST CORNER OF THE EAST HALF (E-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION TO TAMiami TRAIL (U.S. 41).

PARCEL CONTAINS: 909 ACRES, MORE OR LESS.

AND

PARCEL 1-B

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 17 AND 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SPRING CREEK ROAD WITH THE NORTH LINE OF SAID SECTION 17; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY OF SAID SPRING CREEK ROAD; THENCE RUN SOUTHEASTERLY, 206.40 ALONG AN ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 1725.00 FEET, A DELTA ANGLE OF 06°51'19", (CHORD BEARING SOUTH 03°18'23" EAST FOR 206.27) TO A POINT ON A NON-TANGENTIAL LINE; THENCE RUN SOUTH 89°52'02" EAST FOR 16.47 FEET; THENCE RUN SOUTH 00°07'58" WEST FOR 1406.64 FEET; THENCE RUN NORTH 89°52'02" WEST FOR 5.00 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY, 1409.31 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1070.00 FEET, A DELTA ANGLE OF 75°27'53", (CHORD BEARING SOUTH 37°51'54" WEST FOR 1309.62 FEET) TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF A 30 FOOT WIDE ROAD AS RECORDED IN DEED BOOK 305 AT PAGE 276 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 89°59'08" WEST ALONG SAID RIGHT-OF-WAY FOR 718.27 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF LANDS KNOWN LOCALLY AS SPRING CREEK ESTATES, AN UNRECORDED PLAT; THENCE ALONG SAID LANDS THE FOLLOWING COURSES AND DISTANCES: NORTH 00°40'35" WEST FOR 510.00 FEET; SOUTH 89°19'25" WEST FOR 885.06 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE FOR 231.02 FEET, HAVING A RADIUS OF 390.00 FEET, DELTA ANGLE OF 33°56'23", (CHORD BEARING SOUTH 73°02'41" WEST FOR 227.66 FEET); SOUTH 00°40'35" EAST FOR 167.10 FEET; AND SOUTH 31°38'00" WEST FOR 130.70 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1194, PAGE 1085; THENCE WESTERLY ALONG SAID LANDS AND WATERS OF A CANAL, 106 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1057, PAGE 38; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID LANDS AND SAID CANAL, 400 FEET MORE

OR LESS TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1453, PAGE 495; THENCE SOUTHWESTERLY ALONG THE WATERS OF A CANAL, 45 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTH HALF (N-1/2) OF SAID SECTION 17; THENCE SOUTH 89°59'08" WEST FOR 66.37 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 18, THENCE RUN SOUTH 89°58'17" WEST ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING THE BASIS OF BEARINGS, FOR 1213.22 FEET, SAID LINE BEING THE SOUTHERLY PROPERTY LINE, TO A BULKHEAD LINE ESTABLISHED BY PAUL T. O'HARGAN, FLORIDA PROFESSIONAL LAND SURVEYOR #1936 AND DULY APPROVED BY THE COUNTY OF LEE ON SEPTEMBER 27, 1967 AND THE STATE OF FLORIDA ON NOVEMBER 21, 1967; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BULKHEAD LINE: THENCE NORTH 56°42'05" WEST FOR 265.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, 338.95 FEET, HAVING A RADIUS OF 520.00 FEET, A DELTA ANGLE OF 37°20'50", (CHORD BEARING NORTH 37°20'13" WEST FOR 332.98 FEET,) TO A POINT OF TANGENCY; THENCE NORTH 19°21'15" WEST FOR 481.24 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, 104.44 FEET, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 59°50'20", (CHORD BEARING NORTH 48°34'58" WEST FOR 99.76 FEET), TO A POINT OF TANGENCY; THENCE NORTH 79°11'35" WEST FOR 144.73 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE FOR 56.48 FEET, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 32°21'45", (CHORD BEARING NORTH 62°19'15" WEST FOR 55.74 FEET), TO A POINT OF TANGENCY AND AN INTERSECTION WITH THE WATERS OF ESTERO BAY; THENCE RUN NORTHERLY ALONG THE WATERS OF ESTERO BAY FOR 2,270 FEET MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 18; THENCE RUN EASTERLY ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID SECTION 17 FOR 5,530 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 304 ACRES, MORE OR LESS.

BEACH PARCEL

A TRACT OR PARCEL OF LAND LYING IN GOVERNMENT LOT 3, SECTION 13 AND GOVERNMENT LOT 2, SECTION 24, TOWNSHIP 47 SOUTH, RANGE 24 EAST, BIG HICKORY ISLAND, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE CENTER OF A TURNAROUND ON STATE ROAD NO. 865 (BONITA BEACH ROAD) BEING S.R.D. STATION 19184.75 AND N 24° 28' 41" W ALONG THE NORTHERN PROLONGATION OF SAID CENTERLINE OF STATE ROAD NO. FOR 266.00 FEET THENCE RUN S 62° 26' 49" W 98.40 FEET; THENCE RUN N 27° 33' 11" W FOR 1863.42 FEET; THENCE RUN N 20°00' 41" W FOR 1403.30 FEET; THENCE RUN N 65° 00' 00" E FOR 313.91 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN N 18° 55' 11" W FOR 97.51 FEET, N 22° 26' 23" W FOR 100.53 FEET, N 23° 09' 50" W FOR 100.14 FEET, N 14° 51' 19" W FOR 73.01 FEET, N 27° 40' 10" W FOR 88.01 FEET, N 29° 33' 57" W FOR 46.01 FEET, N 22° 14' 53" W FOR 47.27 FEET, N 20° 39' 23" W FOR 46.98 FEET, N 11° 15' 38" W FOR 29.80 FEET, N 26° 10' 46" W FOR 46.87 FEET, N 09° 09' 45" W FOR 48.26 FEET, N 17° 35' 56" W FOR 46.04 FEET, N 12° 49' 07" W FOR 50.04 FEET, N 29° 20' 48" W FOR 69.12 FEET, N 20° 48' 58" W FOR 63.82 FEET; THENCE RUN N 79° 23' 51" W FOR 247 FEET MORE OR LESS TO AN INTERSECTION WITH THE APPROXIMATE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE RUN NORTHERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 1140 FEET MORE OR LESS TO AN INTERSECTION WITH THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 198 AT 188 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE, ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 12000.00 FEET FOR 783 FEET TO AN INTERSECTION WITH THE WATERS OF NEW PASS; THENCE RUN SOUTHERLY, EASTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG SAID WATERS FOR 4080 FEET MORE OR LESS

TO AN INTERSECTION WITH A LINE BEARING N 65° 00' 00" E AND PASSING THROUGH THE POINT OF BEGINNING; THENCE RUN S 65° 00' 00" W FOR 181 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND

FROM SAID POINT OF BEGINNING RUN S 13° 03' 59" E FOR 94.16 FEET; THENCE RUN S 19° 13' 48" E FOR 50.64 FEET; THENCE RUN S 04° 34' 15" E FOR 54.63 FEET; THENCE RUN S 24° 53' 12" E FOR 50.09 FEET; THENCE RUN S 27° 10' 29" E FOR 50.01 FEET; THENCE RUN S 31° 01' 44" E FOR 42.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2246 AT PAGE 4413 OF THE LEE COUNTY RECORDS; THENCE RUN N 65° 00' 00" E ALONG SAID SOUTH LINE FOR 134 FEET, MORE OR LESS TO THE WATERS OF ESTERO BAY; THENCE NORTHERLY ALONG SAID WATERS FOR 358 FEET, MORE OR LESS TO AN INTERSECTION WITH A LINE BEARING N 65° 00' 00" E AND PASSING THROUGH THE POINT OF BEGINNING; THENCE RUN S 65° 00' 00" W FOR 181 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 36.8 ACRES, MORE OR LESS.

ANNEXED PARCELS

COLONY ESTATES – LOT 1: A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 8 AND THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 89°25'51" W ALONG THE SOUTH LINE OF SAID SECTION 8 FOR 471.23 FEET; THENCE RUN S 54°45'09" W FOR 46.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 54°45'09" W FOR 119.46 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS OF 70.00 FEET (CHORD BEARING N 70°37'03" W) (CHORD LENGTH 114.16 FEET) (DELTA 109°15'36") FOR A DISTANCE OF 133.49 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 222.89 FEET (CHORD BEARING N 21°16'26" W) (CHORD LENGTH 41.07 FEET) (DELTA 10°34'22") FOR A DISTANCE OF 41.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 1910.40 FEET (CHORD BEARING N 26°09'26" W) (CHORD LENGTH 26.89 FEET) (DELTA 00°48'23") FOR A DISTANCE OF 26.89 FEET; THENCE RUN N 65°45'09" E FOR 185.36 FEET; THENCE RUN S 30°22'42" E FOR 124.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LOT 5, PELICAN LANDING UNIT TWENTY-SEVEN, AS RECORDED AT PLAT BOOK 61, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. TOGETHER WITH LOT 2, PELICAN LANDING UNIT TWENTY-FIVE, AS RECORDED AT PLAT BOOK 58, PAGES 83 AND 84 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 44, 45, 46, 47, 48, 50, AND 51 OF THE PLAT OF THE SANCTUARY AT PELICAN LANDING AS RECORDED IN PLAT BOOK 60 PAGES 20-22 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 16, 30, 31, 32, 33, 34, AND 35 OF THE PLAT OF PELICAN LANDING UNIT 22 AS RECORDED IN PLAT BOOK 58, PAGES 17-21 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH

TRACTS "B" AND "C" (INCLUDING VACATED ROAD RIGHT-OF-WAY) SHOWN IN THE PLAT OF PELICAN LANDING UNIT TWENTY-FOUR, AS RECORDED AT PLAT BOOK 58, PAGE 71, THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALONG WITH A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT A-1, ATTACHED TO LEE COUNTY OFFICIAL RECORDS INSTRUMENT NUMBER 2010000058343.

TOGETHER WITH

LOTS 1, 2, 3, 18, 19, 20, 21 AND 22 OF THE PLAT OF HERON COVE AT PELICAN LANDING AS RECORDED IN PLAT BOOK 57, PAGE 59 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA;

TOGETHER WITH

LOTS 1, 2, AND 13, OF THE PLAT OF HERON GLEN AT PELICAN LANDING AS RECORDED IN PLAT BOOK 59, PAGE 52 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA;

TOGETHER WITH

LOT 1, 3, AND 4, BLOCK B OF THE PLAT OF PELICAN LANDING UNIT TEN AS RECORDED IN PLAT BOOK 53, PAGE 30 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA;

EXHIBIT "B"

Legal Description of the Pelican Landing DRI area
encompassed by the Spring Creek West DRI, located in the City of Bonita Spring

SPRING CREEK WEST

A TRACT OR PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 47 SOUTH, RANGE 24 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE RUN N 88° 38' 34" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 21 FOR 2627.98 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 21; THENCE RUN N 89° 16' 54" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 21 FOR 1289.43 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TAMIAMI TRAIL (US 41 - SR NO. 45); THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TAMIAMI TRAIL: S 00° 06' 50" E FOR 261.81 FEET; S 02°58' 35" E FOR 100.12 FEET; S 00° 06' 50" E FOR 3690 FEET MORE OR LESS TO THE NORTHEASTERLY WATERS OF SPRING CREEK; THENCE RUN WESTERLY ALONG SAID NORTHERLY WATERS FOR 2765 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 600.00 FEET OF THE EAST HALF (E-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 21; THENCE RUN N 00° 51' 35" W ALONG SAID WEST LINE FOR 801 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 21; THENCE RUN S 88° 52' 49" W ALONG SAID SOUTH LINE FOR 2040.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 21; THENCE RUN N 00° 35' 25" W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW-1/4) FOR 2659.47 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 282 ACRES, MORE OR LESS.

EXHIBIT "C"

Legal Description of the Hyatt Expansion Parcel

HYATT EXPANSION PARCEL

ALL OF PARCELS A, AND B AS DESCRIBED IN OFFICIAL RECORDS BOOK 4154, PAGE 1842, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, TOGETHER WITH ALL OF PARCEL C AS DESCRIBED IN OFFICIAL RECORDS BOOK 4154, PAGE 1846, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 (EAST QUARTER CORNER) OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, SOUTH 89°13'43" WEST, A DISTANCE OF 1,106.55 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3052, PAGE 1859, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, NORTH 00°19'40" EAST, A DISTANCE OF 210.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THE SAME BEING THE SOUTHWEST CORNER OF PARCEL A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4154, PAGE 1842, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF SAID PARCEL A FOR ALL OF THE REMAINING CALLS BACK TO THE POINT OF BEGINNING, NORTH 03°47'17" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 89°13'43" EAST, A DISTANCE OF 216.00 FEET; THENCE SOUTH 03°47'17" EAST, A DISTANCE OF 202.00 FEET; THENCE SOUTH 89°13'43" WEST, A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES, MORE OR LESS.

[illegible]

EXHIBIT "D"
MAP H

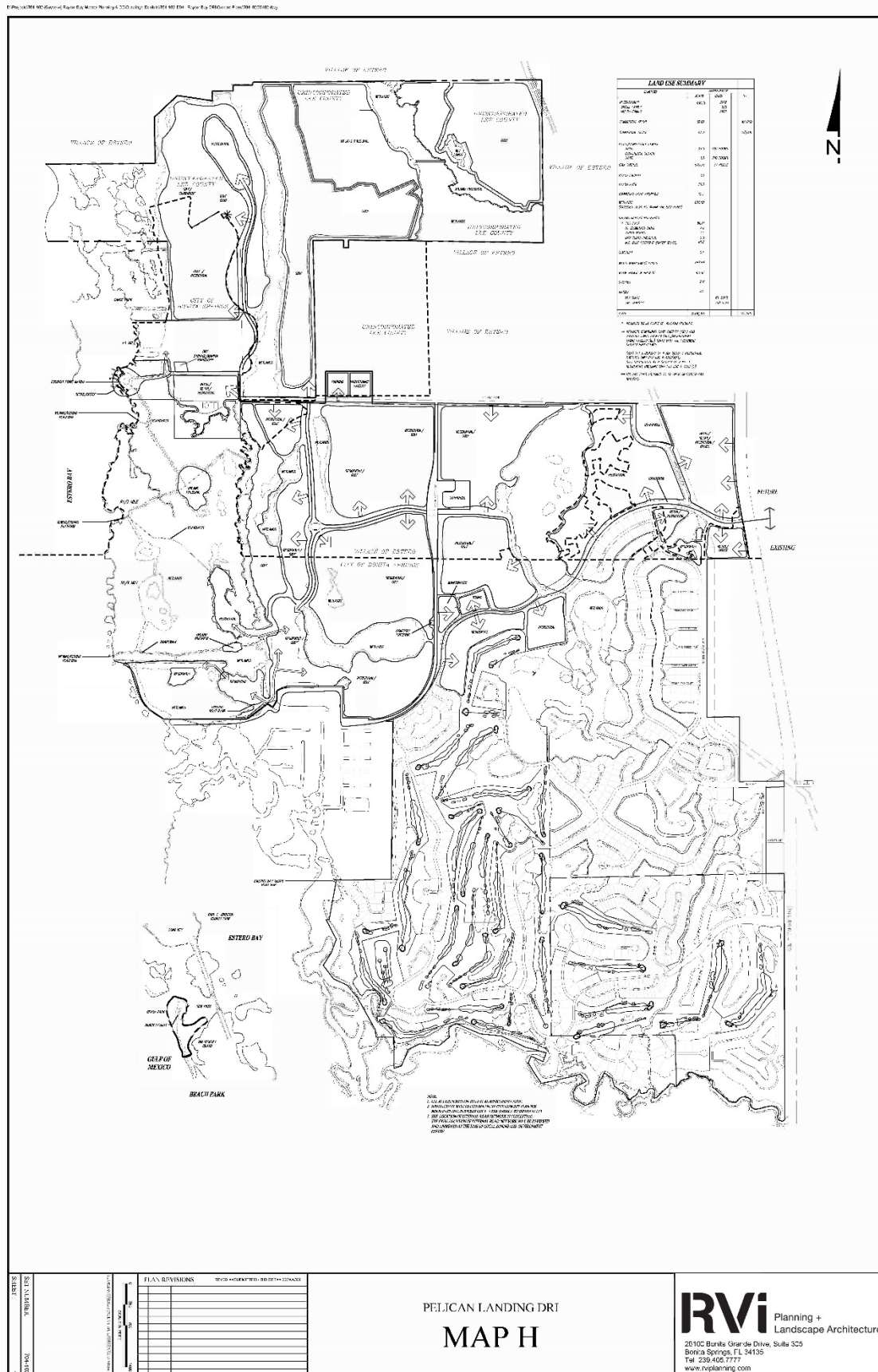


EXHIBIT "E"
 PELICAN LANDING DRI
 DEVELOPMENT PARAMETERS
 (updated through 2015)

		Existing	Buildout Total
Land Use	Units ¹	(2015)	(2025)
Residential ⁵	DU	2,807	3,912
Single Family	DU	910	930
Multi Family	DU	910	2,982
Retail ²	GFA	21,000	300,000
Office ³	GFA	229,222	475,000
Hotel/Motel Rooms		450	750
Recreation Uses			
*Within Pelican Landing DRI/Spring Creek Holes not included			
Pelican Nest Golf Course/Clubhouse/ Practice Range	Holes	30	30
Colony Range Club/ Golf Course/ Clubhouse/Practice Range	Holes	19	19
Resort Golf Course/ Clubhouse Practice Range	Holes	19	28
Tennis Center	Courts	24	24
Coconut Marina	Boat Slips		
	Wet	24	48
	Dry ⁶	0	150
Redfish Point	Boat Slips		
	Wet	15	15
Other ⁴	Boat Slips		
	Wet	2	2
	Accessory Parking	3.2	3.2

Footnotes:

- 1 Units
 DU - Dwelling Units
 GFA - Square Feet of Gross Floor Area
- 2 Includes conference center, community center and clubhouse/marina
- 3 Includes "Foundations"
- 4 Ancillary Use
- 5 Includes Continuing Care Facility (CCF) and Assisted Living Facility

(ALF)/Independent Living Facility (ILF) units with the following density equivalents:
ALF at a density of 4 ALF beds : 1 residential dwelling unit per LDC 4-1283(A)(1)
and ILF calculated at a density of 2 ILF : 1 residential dwelling unit per LDC 4-1183(c).

- 6 150 Dry Slips assigned to the Bayview on Estero Bay RPD/CPD



October 17, 2022

Ms. Jacqueline Toemmes Genson, AICP
Planning and Zoning Manager
City of Bonita Springs Community Development
9220 Bonita Beach Road, Ste 111
Bonita Springs, FL 341435

Subject: Pelican Landing Development of Regional Impact
Notice of Proposed Change

Dear Ms. Genson:

On behalf of LB Raptor Bay Investments, LLC (Applicant), enclosed please find an application for a Notice of Proposed Change (NOPC) to the Pelican Landing DRI. The Applicant proposes to remove 5 +/- acres from the Pelican Landing DRI currently located within the Pelican Landings RPD/CPD – F-1 Area and reassign this portion of land to the Bayview on Estero Bay RCP/CPD.

An Administrative Amendment to the Pelican Landing RPD/CPD F-1 Area and a PD Amendment to the Bayview on Estero Bay RPD/CPD were submitted to the City of Bonita Springs and are currently under review to address the reassignment of this acreage. The removal of the 5 +/- acres from the Pelican Landing DRI results in the need to amend Map H and the DRI DO, as proposed by this request.

The following information has been provided to assist in Staff's review of the request:

1. Three (3) copies of the Application for a Public Hearing DRI;
2. Three (3) copies of the Sketch & Legal Description;
3. Three (3) copies of the Narrative Regarding Request;
4. Three (3) copies of the revised DRI Map H;
5. Three (3) copies of the proposed Seventeenth Amendment to the DRI DO; and

Should staff have any questions or require any additional information, please contact me directly at (239) 908-3421 or Jmedina@rviplanning.com.

Sincerely,
Thank you,

RVi Planning + Landscape Architecture

A handwritten signature in blue ink, appearing to read 'J Medina'.

Josephine Medina, AICP
Project Manager



Application for a Public Hearing
Development of Regional Impact (DRI)

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

IF REQUEST WILL INVOLVE REZONING, PLEASE USE THE “APPLICATION
FOR PUBLIC HEARING FOR PLANNED DEVELOPMENT” FORM.

Applicant's Name: LB Raptor Bay Investments, LLC Phone #: 239-592-1400
Email: lvandien@londonbay.com
Project Name: Pelican Landings DRI
STRAP Number: 07-47-25-B2-00000.0010
Application Form: ☒ Computer Generated* ☐ City Printed

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

STAFF USE ONLY

Council District: _____ Land Use Classification: _____
Current Zoning: _____ Comp Plan Density Range: _____
Hearing Number: _____ Fee: _____
Date of Application: _____ Date Fee Paid: _____
Date of LPA Public Hearing: _____ Receipt Number: _____

Staff Recommendation: _____

PART I
APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Name of applicant: LB Raptor Investments, LLC

Mailing Address: Street: 2210 Vanderbilt Beach Road, Suite 1300

City: Naples State: FL Zip: 34109

Phone Number: Area Code: 239 Number: 592-1400 Ext. _____

Fax Number: Area Code: _____ Number: _____

Email: lvandien@londonbay.com

B. Relationship of applicant to property:

☒

Owner

☐

Trustee*

☐

Option holder*

☐

Lessee*

☐

Contract Purchaser*

☐

Other (indicate)* _____

*If applicant is NOT the owner he must submit a **notarized** Authorization Form from the owner to the applicant labeled Exhibit I-B.

C. Name of owner of property: Same as Owner

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone Number: Area Code: _____ Number: _____ Ext. _____

Email: _____

D. Date property was acquired by present owner(s): 12/09/2020

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

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

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

Name: Josephine Medina - RVI Planning & Rich Yovanovich, Esq. - Coleman Yovanovich Koester

Address: 28100 Bonita Grande DR., STE 305 Bonita Springs, FL & 4001 Tamiami Trail North, Suite 300

Contact Person: Josephine Medina, AICP

Phone: 239-908-3421 Fax: _____

E-mail: Jmedina@RVIPPlanning.com

PART II
GENERAL INFORMATION

- A. Legal Description: Is property within a platted subdivision recorded in the official Plat Books of Lee County?
- ☐ NO. Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a certified sketch of description as set out in the chapter 61G 17-6.006, Florida Administrative Code, unless the subject property consists of one or more undivided platted lots (labeled Exhibit II-A-2.). If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included.

☐ YES. Property is identified as:

Subdivision Name: _____

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

STRAP NUMBER: 07-47-25-B2-00000.0010

B. Project Street Address: GOLF COURSE

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

North of Coconut Road and north of Bayview on Estero Bay RPD/CPD

D. Request is for: ☒ DRI ☐ FQD ☐ AMDA. (Check applicable answers)

☐ Application for development approval. ☐ Substantial Deviation

☐ Changes per LDC ☐ Abandonment

☒ Notice of Proposed Change (Non-substantial deviation).

☐ Other: _____

E. Property Dimensions

1. Width (average if irregular): N/A Feet 2. Depth (average if irregular): N/A Feet

3. Frontage on road or street: N/A Feet Name of street: _____

4. Width along water body (If applicable): _____ Feet

5. Total land area: 2,744.7+/- Acres or Square Feet

F. Present Use of Property: Is the property vacant? ☐ Yes ☒ No

Briefly describe current use of the property:

Multiple uses

G. Property Restrictions: Are there any covenants, deed restrictions, or other restrictions which affect this request?

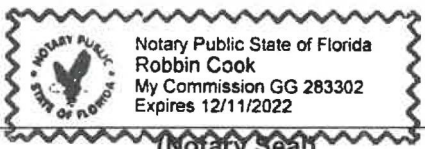
☒ NO ☐ YES. If yes, submit a copy of the restriction(s) and a statement as to how they affect this request.

**PART III
SUBMITTAL REQUIREMENTS**

	APPLICATIONS	COPIES	EXHIBIT	ITEM
	All	15		Completed application
	All	15		Application Fee
	All	15	I-B	Notarized Authorization Form (if applicable)
	All	15	I-F	Notarized Disclosure Form (if applicable)
	All	15	II-A-1	Legal Description
	All	15	II-A-2	Certified sketch of description (if applicable)
	All	15	II-A-3	Plat Book Page (if applicable)
	All	15	II -G	Deed Restrictions & Narrative (if applicable)
	All	15	III -A	Property Owners List
	All	15	III -B	Property Owners Map
	All	15	III -C	Narrative Regarding Request
	Notice of proposed change Substantial Deviations	15		Form RPM-BSP-Proposed Change - 1 pursuant to Section 380.06(19) F.S.
	DRI, AMDA, FQD	15		Form RPM-BSP-ADA - 1. Application for Development Approval pursuant to Section 380.06 F.S.
	Abandonment	15		Form RPM-BSP-Abandonment-DRI-1. Application for abandonment of a DRI.
		1		Copy of Application on CD

**PART IV
APPLICANT'S SIGNATURE AND CERTIFICATION**

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

Signature: <u></u>	Date: <u>6/10/22</u>
Printed Name: <u>Mark Wilson</u>	
STATE OF FLORIDA, COUNTY OF LEE	
Sworn to (or affirmed) and subscribed before me this <u>10</u> day of <u>June</u> , 20 <u>22</u> , by <u>Mark Wilson</u> (printed name of person making statement).	
Personally Known: ☒ OR Produced Identification: ☐ Type Produced: _____	
 (Notary Seal)	<u></u> (Signature of Notary Public – State of Florida) <u>Robbin Cook</u> (Name of Notary Printed, Typed, or Stamped)

EXPLANATORY NOTES GENERAL

ALL APPLICANTS MUST PAY THE APPROPRIATE APPLICATION FEE.

UPON WRITTEN REQUEST, THE DIRECTOR MAY MODIFY THE SUBMITTAL REQUIREMENTS CONTAINED IN THIS SECTION WHERE IT CAN BE CLEARLY DEMONSTRATED THAT THE SUBMISSION WILL HAVE NO BEARING ON THE REVIEW AND PROCESSING OF THE APPLICATION. THE REQUEST AND THE DIRECTOR'S WRITTEN RESPONSE MUST ACCOMPANY THE APPLICATION SUBMITTED AND WILL BECOME A PART OF THE PERMANENT FILE.

EXPLANATORY NOTES FOR PART I

- A. Applicant's Name: Application may be made by the landowner or the authorized agent. Where there is more than one owner, either legal or equitable, then all such owners must jointly initiate the application. Exceptions to this are where:
- 1) The property is owned by husband and wife. It is not necessary that both husband and wife initiate the application on private real property.
 - 2) The property is subject to a land trust agreement. The trustee may initiate the application.
 - 3) The fee owner is a corporation. Any duly authorized corporate official may initiate the application.
 - 4) The fee owner is a partnership. The general partner may initiate the application.
 - 5) The fee owner is an association. The association may appoint an agent to initiate the application on behalf of the association.
 - 6) The property is a condominium or time-share condominium.
 - 7) The property is a subdivision.
- B. Relationship of applicant to owner: If the applicant is not the owner of the property or the person authorized to represent the owner through the Covenant of Unified Control, the applicant must submit proof of authority to represent the owner. This may be accomplished with a **notarized** authorization form from the owner or his authorized representative. Label this submittal as Exhibit I-B.
- If the owner does not desire to sign the attached Covenant of Unified Control he may submit an alternate document for consideration by the County Attorney's office prior to submitting the application for rezoning.
- C. Name of owner (s): see F. below
- D. Date property was acquired by present owner(s).
- F. Name of Owner(s): A Disclosure Form (Exhibit I-F, attached) must be submitted for any entity whose interest in the property is other than solely equity interest(s) which are regularly traded on an established commodities market in the United States or another Country.
- G. Authorized Agents: If the owner or applicant has authorized agents to act on his/her behalf, list the agent(s) name, mailing address and phone number.

EXPLANATORY NOTES FOR PART II

- A. Legal Description: If the property is not within a platted subdivision recorded in the official plat books of Lee County, a complete legal description must be attached which is sufficiently detailed and legible so as to be able to locate the property on county maps or aerial photographs. Also include the Section, Township, Range, and parcel number(s).

If the application includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel. Label the legal description as Exhibit II-A-1.

A survey or a certified sketch of description, Florida Administrative Code must be submitted. unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. Label the Sketch as Exhibit II-A-2.

If the request is owner-initiated and a boundary survey is required, the survey must include the location of any existing structures on the property. Label the Boundary Survey as Exhibit II-A-2.

The Director has the right to reject any legal description which is not sufficiently detailed or legible so as to locate said property, and may require a certified survey or boundary-survey prepared by a surveyor meeting the minimum technical standards for land surveying in the state. Boundaries must be clearly marked with a heavy line. The boundary line must include the entire area to be developed. If the request is owner-initiated the Federal Emergency Management Agency flood zone and required finished floor elevation must be shown as well as the location of existing structures on the property.

A copy of the plat may be purchased from the Lee County Clerk's office.

- B. Project Street Address: If the street address is unknown, the address may be obtained from the Lee County E-911 Addressing Division at (239) 533-3911.
- C. General Location: The general location should reference known major streets so as to indicate to the general public the location of the property.
- E. Property Dimensions: If the parcel is irregularly shaped, indicate the average width and depth of the property. Indicate the length of property abutting any existing street rights-of-way or easements. If property abuts more than one street, indicate frontage on each street.
- F. If the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the use of the building or structure(s) will be in compliance with all applicable requirements of the land development code.
- G. Deed Restrictions: A copy of the deed restrictions on the subject property, if any, and a written statement as to how the deed restrictions may affect the requested action. Label as Exhibit II-G.

EXPLANATORY NOTES FOR PART III

- A. The applicant is responsible for the accuracy and completeness of this application. Any time delays or additional expenses necessitated by the submittal of inaccurate or incomplete information will be the responsibility of the applicant.
- B. All information submitted with the application or submitted at the public hearing becomes a part of the public record and will be a permanent part of the file.
- C. All applications must be submitted in person. Mailed-in applications will not be processed.
- D. All attachments and exhibits submitted must be of a size that will fit or conveniently fold to fit into a letter size (8 1/2" x 11") folder.
- E. The Department staff will review this application for compliance with requirements of the Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.

Property Owners List: A complete list of all property owners and their mailing addresses, for all property within three hundred seventy-five (375) feet of the perimeter of the subject property. Names and addresses of property owners will be deemed to be those appearing on the latest tax rolls of the County. Information may be obtained from the Lee County Property Appraiser's office. The applicant is responsible for the accuracy of the list. Label as Exhibit III-A.

Property Owners Map: A City Zoning map or other similar map displaying all of the parcels of property within three hundred seventy-five feet (375) of the perimeter of the subject parcel or the portion thereof that is the subject of the request, referenced by number or other symbol to the names on the property owners list. The applicant is responsible for the accuracy of the map. Label as Exhibit III-B.

Narrative Statement: Label as Exhibit III-C. State the basis or reason(s) for the requested action.

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

STRAP NO. 07-47-25-B2-00000.0010 **CASE NO.** _____

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

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address, and Office	Percentage of Stock
LB Raptor Investments, LLC	100%
List of Officers attached	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address, & Office (if applicable)

Percentage of Stock

Date of Contract: _____

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

Name and Address

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

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

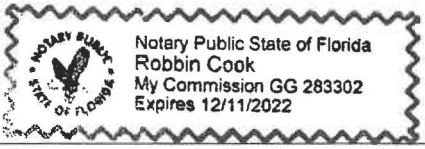
Signature: <u>Mark Wilson</u>		Date: <u>6/10/22</u>
Printed Name: <u>Mark Wilson</u>		
STATE OF FLORIDA, COUNTY OF LEE		
Sworn to (or affirmed) and subscribed before me this <u>10</u> day of <u>June</u> , 20 <u>22</u> by		
<u>Mark Wilson</u> (printed name of person making statement).		
Personally Known: ☒ OR Produced Identification: ☐ Type Produced: _____		
 (Notary Seal)		<u>Robbin Cook</u> (Signature of Notary Public – State of Florida) <u>Robbin Cook</u> (Name of Notary Printed, Typed, or Stamped)

EXHIBIT 1-F
DISCLOSURE OF INTEREST FORM

OWNERSHIP OF LB ESTERO BAY INVESTMENTS, LLC

**LB Bonita Springs Investments, LLC,
A Florida limited liability company**

50%

Mark D. Wilson, as Trustee of the
Mark D. Wilson Revocable Trust dated 9/5/2000

50.98%

Stephen G. Wilson, as Trustee of the Heron
Trust dated 1/1/2006

19.02%

LB Evo Holdings, LLC, a Delaware
limited liability company

30.00%

LB Evo Holdings, LLC, a Delaware limited liability company

25%

Eijk de Mol van Otterloo, Trustee of the
Eijk de Mol van Otterloo Revocable Trust
Dated November 22, 2013

100%

Manager: Eijk de Mol Van Otterloo

Diermeier Family Trust

25%

OWNERSHIP OF LB RAPTOR INVESTMENTS, LLC

LB Bonita Springs Investments - Raptor, LLC, A Florida limited liability company

50%

Mark D. Wilson, as Trustee of the
Mark D. Wilson Revocable Trust dated 9/5/2000 50.98%

Stephen G. Wilson, as Trustee of the Heron
Trust dated 1/1/2006 19.02%

LB Evo Holdings, LLC, a Delaware
limited liability company 30.00%

LB Evo Holdings, LLC, a Delaware limited liability company

25%

Eijk de Mol van Otterloo, Trustee of the
Eijk de Mol van Otterloo Revocable Trust 100%
Dated November 22, 2013

Manager: Eijk de Mol Van Otterloo

Diermeier Family Trust

8.33%

Jeffrey J. Diermeier and Julie Diermeier

16.67%

RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

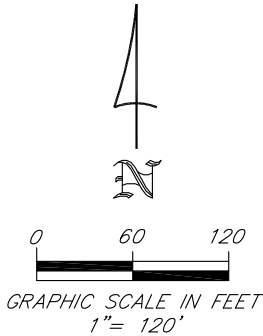
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 31°10'47" EAST, A DISTANCE OF 148.79 FEET TO A POINT ON A NON-TANGENTIAL CURVE, THE SAME BEING A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA); THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTHEASTERLY, 59.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF 05°33'06" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°35'46" EAST, 59.08 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 68.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF 05°46'48" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°28'55" EAST, 68.07 FEET TO A POINT OF COMPOUND CURVATURE; COURSE NO. 3: SOUTHEASTERLY, 273.04 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 60°10'09" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 28°30'26" EAST, 260.66 FEET; COURSE NO. 4: SOUTH 01°34'37" WEST, 129.72 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHERLY, 147.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 37°28'04" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°18'39" WEST, 144.53 FEET; COURSE NO. 6: SOUTH 39°02'41" WEST, 55.64 FEET TO A POINT OF CURVATURE; COURSE NO. 7: SOUTHERLY, 225.28 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 67°56'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 05°04'40" WEST, 212.31 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 8: SOUTHWESTERLY, 294.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 108°52'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 25°32'40" WEST, 252.17 FEET; COURSE NO. 9: SOUTH 79°58'40" WEST, 20.35 FEET; COURSE NO. 10: SOUTH 01°34'59" EAST, 30.27 FEET; COURSE NO. 11: SOUTH 88°25'01" WEST, 26.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3421, PAGES 1095 THROUGH 1097 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 01°34'59" WEST, 84.84 FEET; COURSE NO. 2: SOUTH 89°05'44" WEST, 25.00 FEET TO A POINT ON THE EAST LINE OF AFORESAID GOVERNMENT LOT 2; THENCE NORTH 01°34'59" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 860.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 232,331 SQUARE FEET OR 5.334 ACRES, MORE OR LESS.

Z:\Bayview on Estero Bay\SKETCH AND DESCRIPTION\2022-755 5 AC Parcel.dwg, SKETCH, 10/7/2022 11:52:17 AM, 1:1



UNPLATTED

POINT OF BEGINNING
N.E. CORNER
GOVERNMENT LOT 2

S. LINE OF
GOVERNMENT LOT 1
N. LINE OF
GOVERNMENT LOT 2
SECTION 7-47-25

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.64'	S 39°02'41" W
L2	20.35'	S 79°58'40" W
L3	30.27'	S 01°34'59" E
L4	26.60'	S 88°25'01" W
L5	84.84'	N 01°34'59" W
L6	25.00'	S 89°05'44" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	610.00'	5°33'06"	59.11'	59.08'	S 61°35'46" E
C2	675.00'	5°46'48"	68.09'	68.07'	S 61°28'55" E
C3	260.00'	60°10'09"	273.04'	260.66'	S 28°30'27" E
C4	225.00'	37°28'04"	147.14'	144.53'	S 20°18'39" W
C5	190.00'	67°56'02"	225.28'	212.31'	S 05°04'40" W
C6	155.00'	108°52'02"	294.51'	252.17'	S 25°32'40" W

GOVERNMENT LOT 2,
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

COCONUT ROAD
(O.R. 3421, PAGE 1095)

ABBREVIATIONS

B.O.B. = BASIS OF BEARING
P.S.M. = PROFESSIONAL SURVEYOR
& MAPPER
L.B.# = LICENSED BUSINESS NUMBER
L1 = LINE NUMBER
C1 = CURVE NUMBER
PGS. = PAGES
O.R. = OFFICIAL RECORD

NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 EAST, RANGE 25 WEST, LEE COUNTY, FLORIDA AS BEING NORTH 01°34'59" WEST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
- SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

NOT A SURVEY

W. LINE OF
THE N.W. 1/4
SECTION 8-47-25
E. LINE OF
THE N.E. 1/4
SECTION 7-47-25

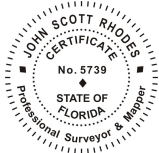
N 31°10'47" E
148.79'

N 01°34'59" W
(BOB)

E. LINE OF
GOVERNMENT LOT 2
SECTION 7-47-25

860.24'

PORTION OF (ORD 14-10)



BY: _____
JOHN SCOTT RHODES PSM #5739

SKETCH FOR DESCRIPTION		PSM: JSR
BAYVIEW 5 ACRE EXPANSION		drawn: RWC
 RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897		checked: MMR
		view: SKETCH
date: OCTOBER 6, 2022 scale: 1" = 120' cadd file: 2022-755 5AC Parcel		project#: 2022-755
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		sheet #: 2 of 2



Pelican Landing DRI Narrative Regarding Request

This application for Notice of Proposed Change (NOPC) to a DRI proposes to remove 5 +/- acres from a portion of lands currently located within the F-1 Area of the Pelican Landing RPD/CPD from the Pelican Landing Development of Regional Impact (DRI). This will be the 17th Development Order Amendment to the Pelican Landing DRI and would amend DRI Resolution 20-66 as well as DRI Map H. An Administrative Amendment (ADD) to the Pelican Landing (F-1) project and a PD Amendment to the Bayview on Estero Bay project has been submitted to the City of Bonita Springs to accommodate this change.

1. The proposed change will not increase the overall project density or intensity of land uses in the DRI;
2. The proposed change will not increase any trips on to Coconut Road as has been demonstrated by the Bayview on Estero Bay PD Amendment application and therefore will not impact the regional transportation network;
3. The proposed change will not have any increase in environmental impacts and no wetlands or environmentally sensitive lands are being affected; and
4. The applicant is not requesting any changes to the existing stormwater management or other development permits.

As noted above, pursuant to changes to Florida Statutes, the request is a local zoning issue and the proposed amendment does not create a reasonable likelihood of additional regional impacts or any type of regional impact, not previously reviewed by the regional planning agency. The requested change complies with 380.06(7), F.S. which outlines the revised amendment process. It is understood the requested amendment is subject to approval by the local government through the public hearing process.

The Department of Economic Opportunity in the past has found that these types of changes are minor and do not increase regional impacts or negatively impact regional resources, do not require NOPC review in an attempt to streamline the process. Furthermore, the request is consistent with the changes made to the Florida Statutes, pursuant to Chapter 2018-158 of the Florida Administrative Code, as it relates to 380.06(7), F.S. (Changes).

For the reasons listed above, the Applicant respectfully requests to be removed from the Pelican Landing DRI. Please refer to the revised Map H, which shows the 5 +/- acre property removed from the DRI. No other changes to Map H were made.

DRI Resolution 20-66 which approved the 16th Development Order Amendment for the Pelican Landing DRI has also been revised and submitted in ~~strike-through~~/underline format with this NOPC to address the removal of 5+/- acres from the DRI being requested via the 17th Development Order Amendment for the DRI.

Thank you in advance for your consideration of the above information. If you have any further questions or require further information, please do not hesitate to contact me directly at (239) 908-3421, or jmedina@rviplanning.com.

Sincerely,

RVi Planning + Landscape Architecture

A handwritten signature in blue ink, appearing to read 'J. Medina', with a stylized flourish at the end.

Josephine Medina, AICP
Project Planner

REQUESTED MOTION: Discussion regarding offer from the Bonita Springs Fraternal Order of Eagles to donate a parcel of land abutting the northern end of Marni Fields and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; Nicole Perino, Parks & Recreation Director

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

In 2007, the Bonita Springs Fraternal Order of Eagles, Aerie 4002, transferred approximately 5.21 acres of property between Southern Pines Dr and I-75 to the City, which is now Marni Fields. The 2007 land donation is depicted in the attached sketch as "Parcel B".

Staff has now received correspondence from the Bonita Springs Fraternal Order of Eagles, Aerie 4002, who wishes to donate a portion of their property that abuts the northern boundary of Marni Fields. The subject portion is highlighted in the attached sketch. Due to the FPL power lines and multiple easements over Marni Fields, staff is seeking direction from Council in order to fully assess the potential use of the property. Potential plans would require coordination with FPL.

It should be noted that invasive exotic vegetation does exist on the subject property, which would need to be removed.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Letter from Fraternal Order of Eagles, Aerie 4002
2. Aerial picture showing invasive exotic vegetation

REVIEWERS:

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



**FRATERNAL ORDER OF EAGLES, AERIE 4002
26511 SOUTHERN PINES DR
BONITA SPRINGS FL 34135-6120**

September 29, 2023

**City Of Bonita Springs
Bonita Springs, FL 34135**

To Whom It May Concern:

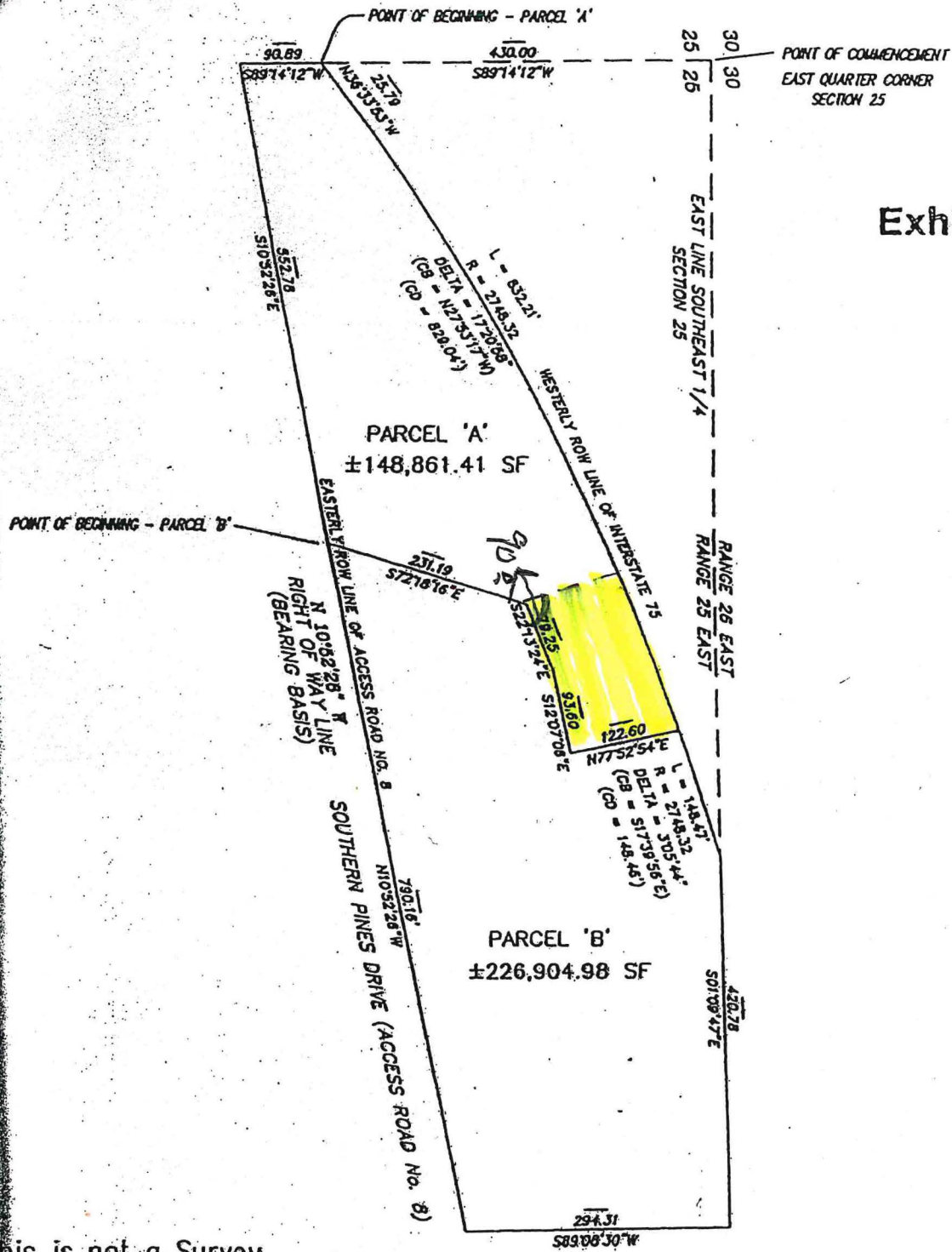
The Fraternal Order of Eagles, Aerie 4002, would like to donate an additional piece of property for Marni Fields. This donation would essentially “square” off our property and yours.

The property would consist of 1/3 of an acre located in the Southeast corner of our property which is the Northeast corner of your property (highlighted on sketch).

Thank you.

**Brad Bowers
President**

Exhibit "A"



This is not a Survey

PAGE 3 OF 3 - SKETCH OF DESCRIPTIONS

Fraternal Order
of
Eagles

Southern Pines Drive
Bonita Springs, FL 34135

Lake Hickory Ventures, Inc
David E. McKee PE #38347
22210 Fairmont Court
Estero, Florida 33928
Phone: (239) 898-4008
email: lakehickory@comcast.net

A Parcel of Land in:
Sec 25, Twp 47S, Rge 25E

City of Bonita Springs
Lee County, Florida

Red dots indicate location of Brazilian Peppers to be removed.



REQUESTED MOTION: Approve Task Order #2 with Portland State University in the amount of \$20,600 for the drafting and adoption of the Optional Comprehensive Plan Amendments to be conducted concurrently with the State-required Comprehensive Plan Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.).

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Management #2 Transportation #4 Environmental Protection #5 Community Aesthetics #7 Government Transparency #8 Economic Development

BACKGROUND:

On September 6, 2023, Council approved a Master Agreement with Portland State University as well as Task Order #1, which provided for the scoping, drafting, and adoption of State-mandated Comprehensive Plan Amendments, as well as the scoping of any optional amendments the Council may wish to pursue.

Since then, Dr. Margaret Banyan has been working with staff to identify potential optional amendments for Council's consideration. The attached Task Order #2 provides for the drafting of and public participation for the optional amendments. The intent is to conduct the drafting and adoption activities for both the State-required and optional amendments concurrently. This approach is a more efficient use of resources for both the state-required and optional amendment processes.

STAFF RECOMMENDATION: Approve Task Order #2.

ATTACHMENTS:

1. Task Order #2

REVIEWERS:

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

EXHIBIT 1
TASK ORDER 2
PORTLAND STATE UNIVERSITY
CITY OF BONITA SPRINGS (FLORIDA)

This Task Order supplements the Intergovernmental Agreement for Professional Services ("Agreement") entered into between Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service ("PSU"), and City of Bonita Springs, Florida ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter agree that the Agreement is supplemented as follows:

Description of Services:

AGENCY seeks to amend its comprehensive plan to be consistent with its vision. To accomplish this, PSU will develop and propose comprehensive plan language necessary to achieve this goal, including any new goals, objectives and policies and amendments as may deemed necessary. PSU anticipates key tasks may occur in a linear or overlapping timeline.

Phase 3: Optional Amendments

- a) ***Draft Amendments.*** Draft necessary optional amendments as directed by City Council. Includes maps, goals, objectives, policies, principles, guidelines, standards, and strategies necessary to formalize city vision. Task includes additional research and stakeholder meetings needed to ensure amendments are consistent with state law and the City's vision.
- b) ***Civic Engagement.*** Host no more than two (2) public meetings with stakeholders, business owners, civic groups, and citizens to obtain feedback on optional amendments. One (1) meeting will be held prior to amendment draft(s) and one (1) meeting after amendments are drafted. Fee anticipates combined state-required and optional amendments engagement to be held concurrently. Civic engagement outreach efforts will be coordinated with city staff and consultants to ensure maximum access and participation. Additional stakeholder outreach with individuals and groups for optional amendments will be held as necessary and desired by members of the public. Additional public meetings are optional and will be charged at a fixed fee rate as described in proposed budget.
- c) ***Draft Amendment Package/Final Report.*** Prepare and deliver draft optional amendments for internal staff review and comment. Revise amendments as needed.
- d) ***Final Project Report.*** Prepare project report to document the amendment process. Report will include a project overview, amendment package, and a summary of feedback from members of the public, LPA, and City Council.
- a) ***Adopt Amendments.*** Present amendment package to LPA and City Council consistent with State Expedited Review Process; revise project report to respond to LPA and City Council comments. Present at transmittal and final adoption hearings. Task includes one (1) LPA transmittal hearing; and one (1) City Council transmittal hearing (first reading); one (1) city council adoption hearing (second reading).
- e) ***Department of Economic Opportunity.*** Coordinate with the Department of Economic Opportunity (DEO) as required by the project. Update the proposed amendment package based upon DEO comments and staff direction.

Cost:

Task 3c: Draft Amendments	
Draft optional amendments	
<i>Subtotal Task Fee</i>	<i>\$12,000.00</i>
Task 3d: Civic Engagement	
Public meetings (2) (no fee)	
Stakeholder Outreach (4 meetings @ 2 hours each)	
<i>Subtotal Task Fee</i>	<i>\$1,600.00</i>
Task 3e: Draft Final Report & Amendment Package	
Draft amendment package	
<i>Subtotal Task Fee</i>	<i>\$3,200.00</i>
Task 3f: Adopt Amendments	
Transmittal hearings (1) LPA & (1) Council (no fee)	
Adoption hearings (1) Council (no fee)	
Revise final report and amendment package	
<i>Subtotal Task Fee</i>	<i>\$800.00</i>
Task 3g: DEO Coordination	
Coordinate transmittal package	
Update amendments following Expedited review	
<i>Subtotal Task Fee</i>	<i>\$3,000.00</i>
<i>Subtotal Labor</i>	<i>\$20,600.00</i>
Total Fee	\$20,600.00

***Additional Public Meetings as needed @ \$1,500 / meeting**

*Assumes concurrent process with state-required amendments

Fixed fee contract

Exhibit B- Project Timeline and Budget

Delivery Schedule:

Table 1: Project Schedule and Key Deliverables (Includes Task Order 1 Deliverables)

	Deliverable	Critical Date
State-Required Drafting & Adoption		
Scope and direction of state-required amendments	9/18/2023	
Preliminary outline of optional amendments for discussion	9/18/2023	
Proposed Scope of Optional Amendments	9/29/2023	
Phase 3 (Optional Amendments) Agreement & Notice to Proceed		10/4/2023
State-Required Amendments Draft	1/31/2024	
State-Required Amendments Final Report and Amendment Package	2/22/2024	
Amendment package for final adoption	9/30/2024*	
Optional Amendments & Adoption		
Optional Amendments Draft	1/31/2024	
Optional Amendments Final Report and Amendment Package	2/22/2024	
Amendment package for final adoption	9/30/2024**	

*State coordinated review process allows for adoption of amendments no later than 180 days following DEO review. Anticipated adoption meeting(s) to be held on 5/1/2024.

**Optional amendment adoption hearing will be scheduled concurrently with state-required amendments.

Project Contacts:

PSU:

For Project:
Margaret Banyan
Senior Fellow
Portland State University
Hatfield School of Government
Center for Public Service
PO Box 751 (PA-ELI)
Portland, Oregon 97207-0751
Email: mbanyan@pdx.edu

For administration:
Portland State University
Attn: Nicole Savara-Brown, Administrative Program Assistant
PO Box 751, MC: PA-ELI
Portland, OR 97207
Telephone: 503-725-5114
Email: nsavara@pdx.edu

Agency:

City of Bonita Springs FL
Attn: Carly Sanseverino
9101 Bonita Beach Road
Bonita Springs, FL 34135
Telephone: 239-949-6262
Email: carly.sanseverino@cityofbonitasprings.org

Other: N/A

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

PORTLAND STATE UNIVERSITY

By: _____
Sara Saltzberg, Center for Public Service Director

Date: _____

By: _____
Contracts Officer

Date: _____

AGENCY

By: _____

Name: _____

Title: _____

Date: _____

REQUESTED MOTION: Presentation and review of the August Financial Report

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for August 31, 2023. This report is for eleven months of operations in the 2022-2023 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

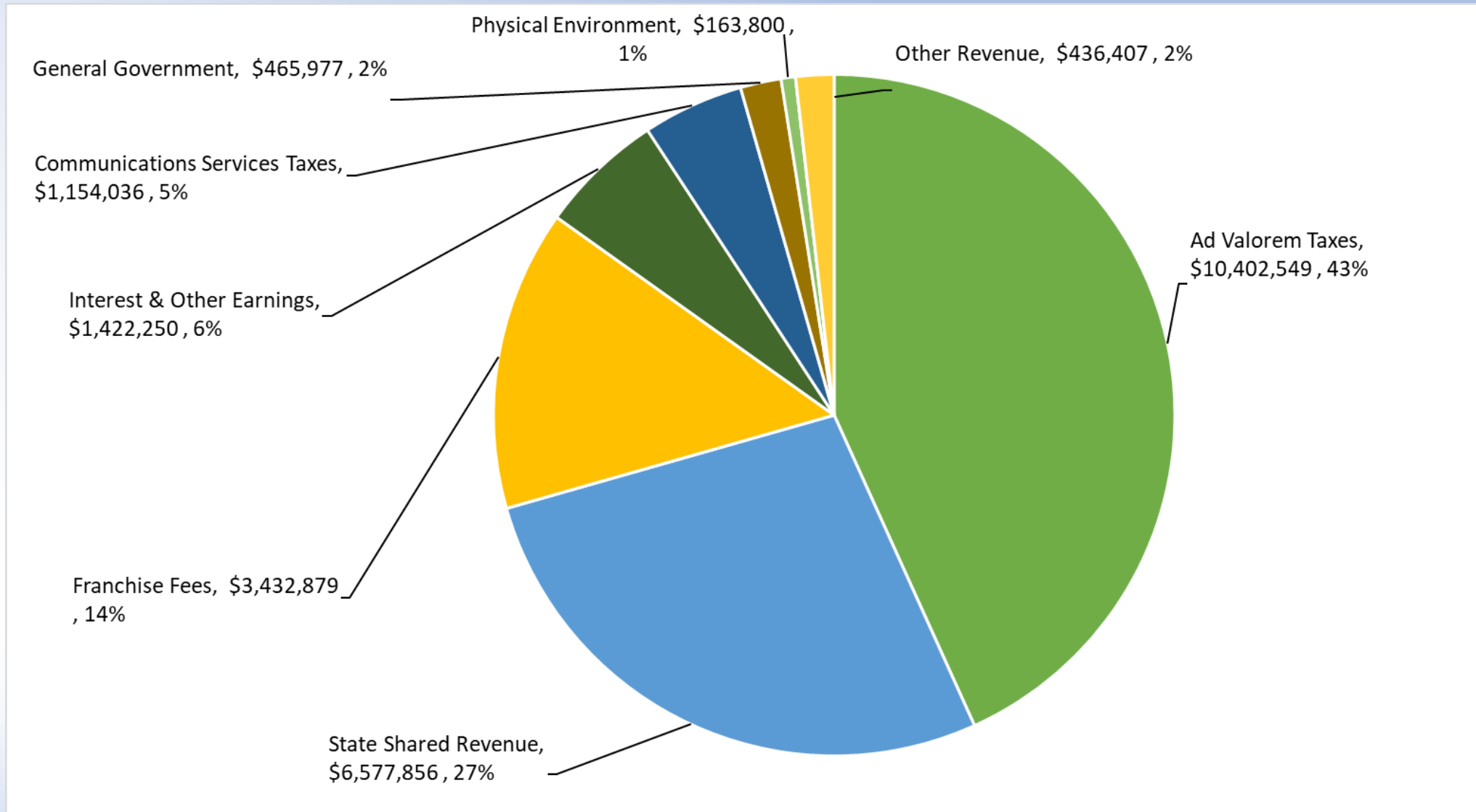
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

August Financial Report

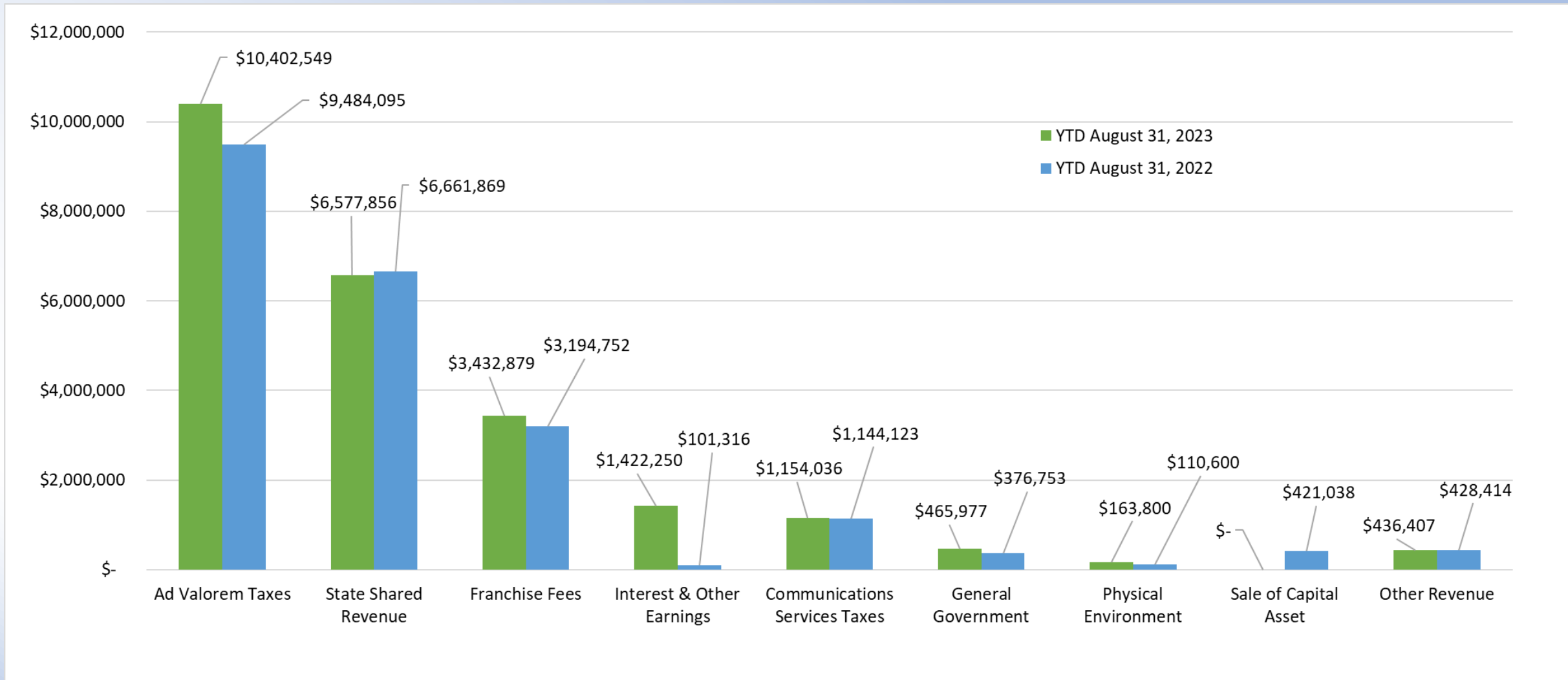


Small Town Charm.
Big Bright Future.

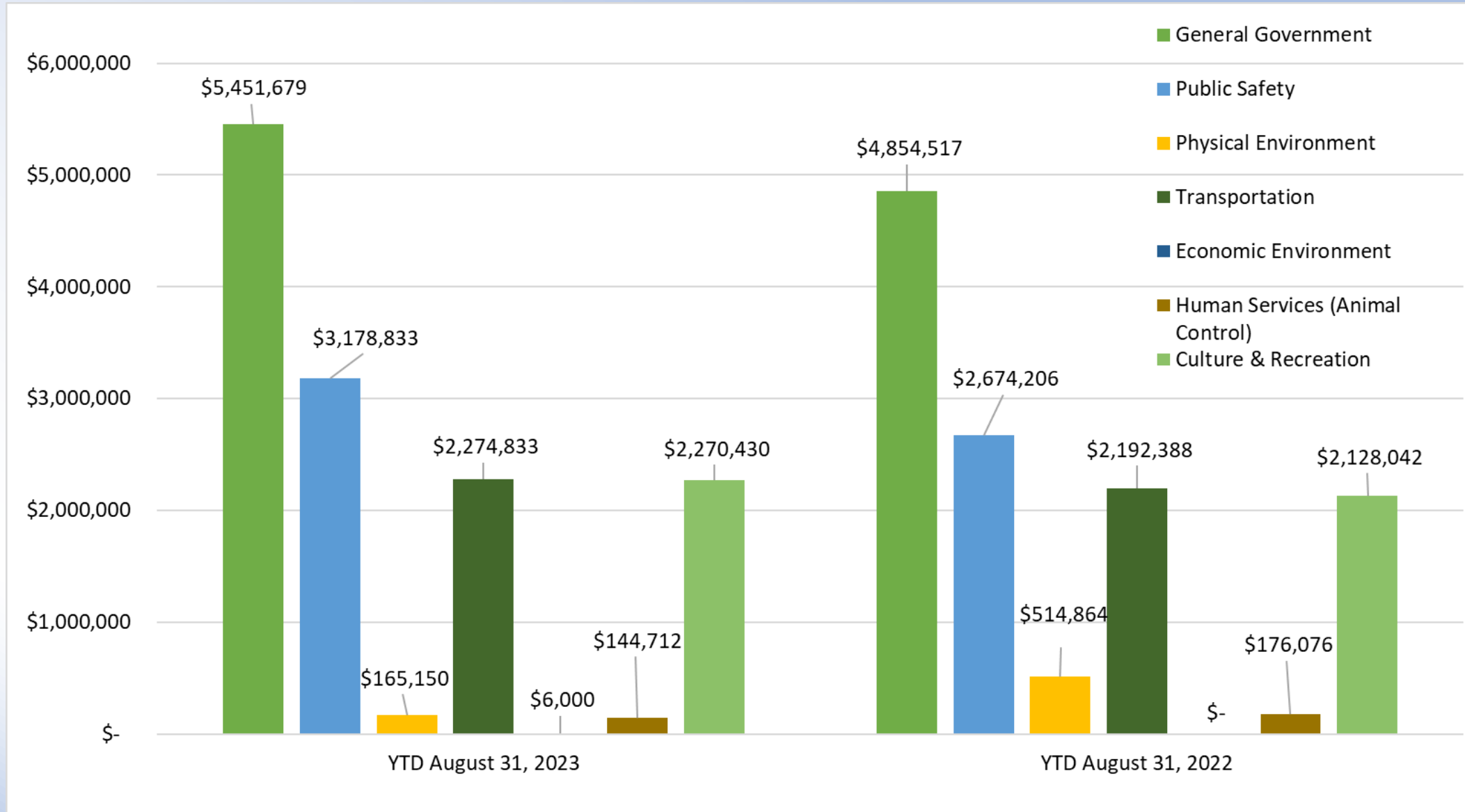
General Fund Revenue as of August 31, 2023



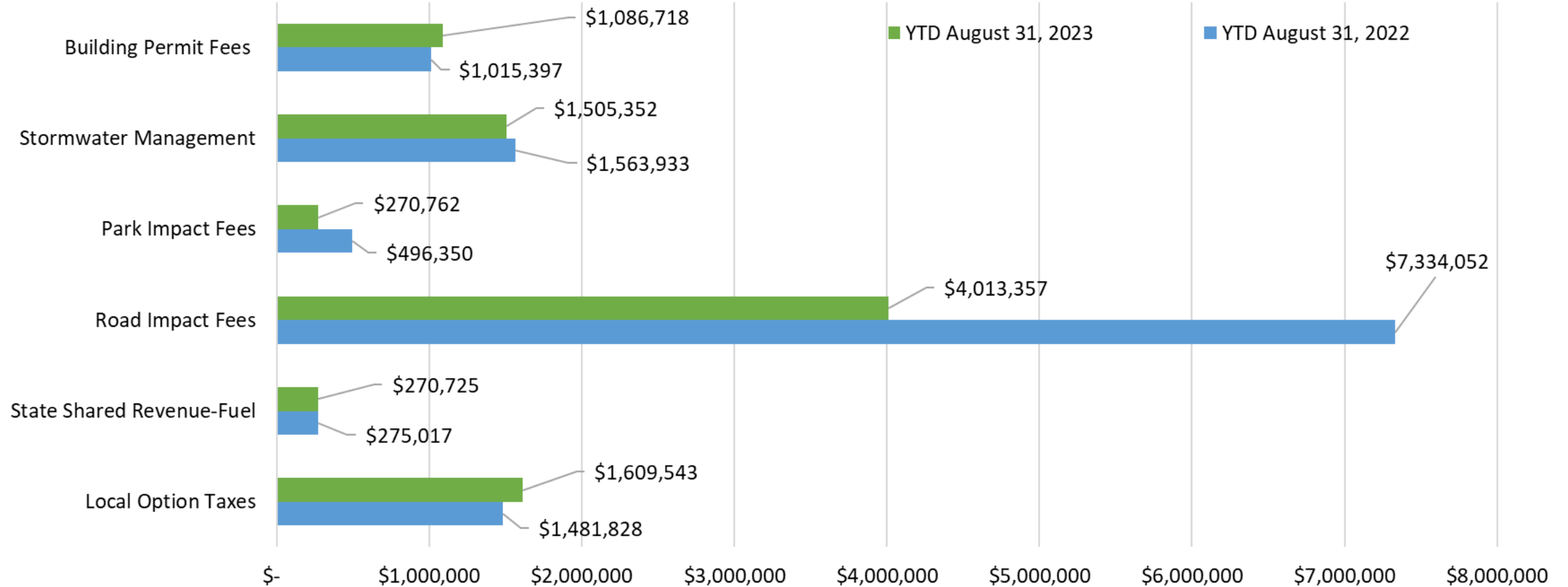
General Fund Revenue



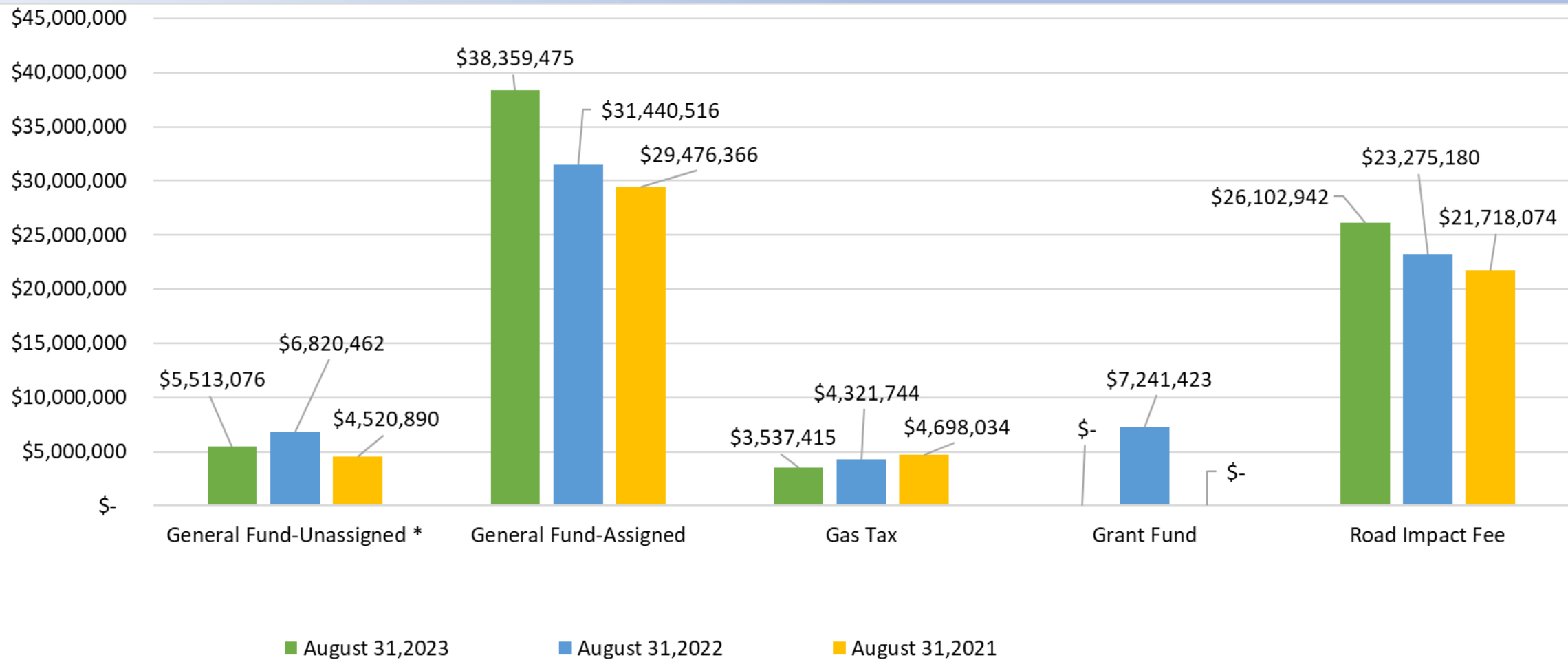
General Fund Expenditures



Restricted Revenue

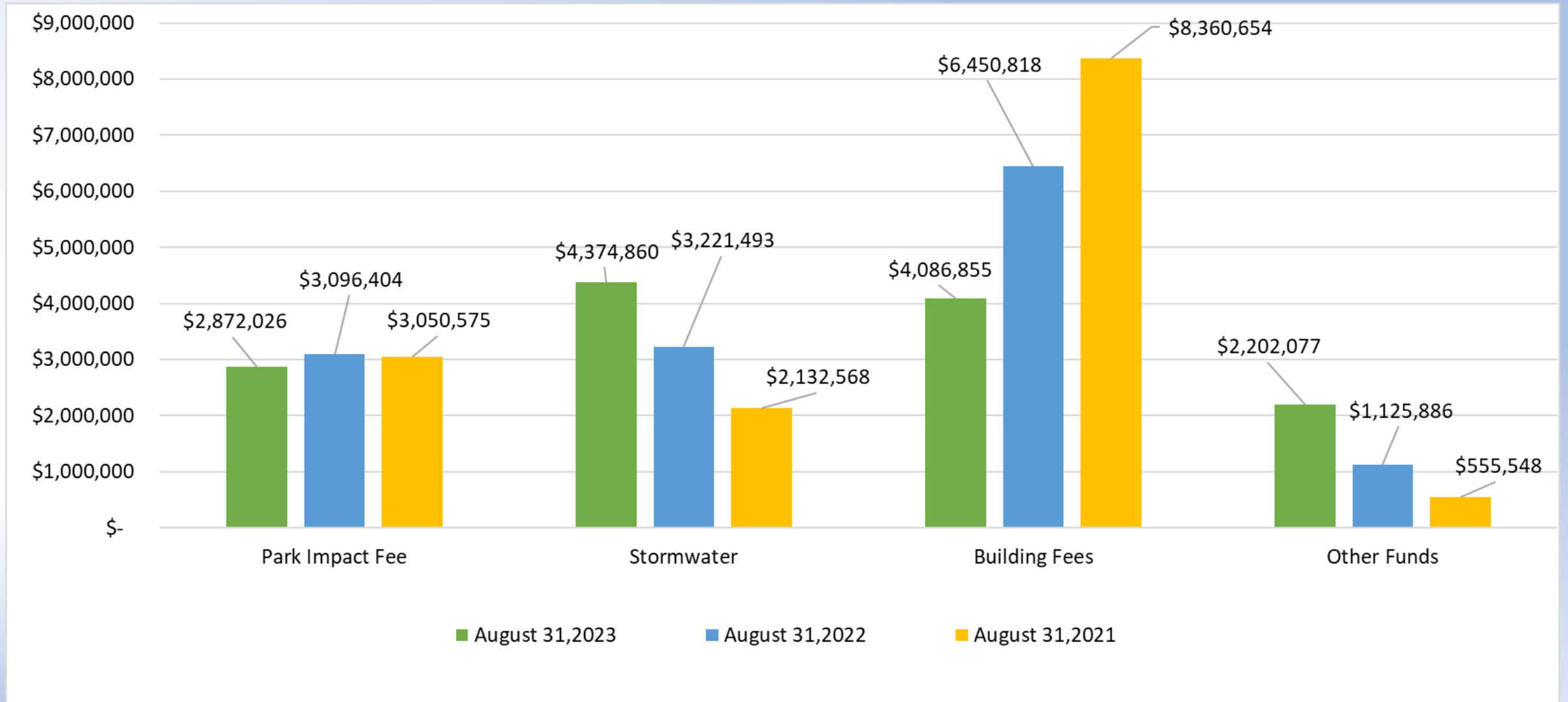


Cash Balances



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

Cash Balances



City of Bonita Springs, Florida
Balance Sheet
as of August 31, 2023

	Special Revenue Funds											
	General Fund	Impact Fee Funds					Stormwater Management	Building Fees	Downtown	Debt Service Funds	Capital Project Fund	Total Governmental Funds
		Gas Tax	Grants	Road	Park	Area Revenue Sharing						
ASSETS												
Cash and cash equivalents	\$ 43,872,551	\$ 3,537,415	\$ -	\$ 26,102,942	\$ 2,872,026	\$ 4,374,860	\$ 4,086,855	\$ 2,202,077	\$ -			\$ 87,048,726
Receivables (net)	400,423	-		-	-	-	-	-	-	-		400,423
Due from other govt			363,414									363,414
Due from other funds	8,331,206	-	-	-	-	-	-	-	-	-		8,331,206
Total assets	\$ 52,604,180	\$ 3,537,415	\$ 363,414	\$ 26,102,942	\$ 2,872,026	\$ 4,374,860	\$ 4,086,855	\$ 2,202,077	\$ -	\$ -	\$ -	\$ 96,143,769
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 233,775	\$ 62,719	\$ -	\$ 45,965	\$ 21,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,334
Accrued liabilities	1,212,019	-	-		-	-	-	-	-	-	-	1,212,019
Due to other funds		-	8,331,206		-	-	-	-	-	-		8,331,206
Due to other governments	50,095	-		109,666	-	-	-	-	-	-	-	159,761
Unearned Revenue	766	-		-	-	-	-	-	-	-	-	766
Total liabilities	1,496,655	62,719	8,331,206	155,631	21,875	-	-	-	-	-	-	10,068,086
Total fund balances, beginning of the year	38,479,177	4,030,926	-	23,525,092	2,899,905	3,103,061	5,809,725	1,125,886	-	-		78,973,772
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	12,628,348	(556,230)	(7,967,792)	2,422,219	(49,754)	1,271,799	(1,722,870)	1,076,191	-	-		7,101,911
Fund balances	51,107,525	3,474,696	(7,967,792)	25,947,311	2,850,151	4,374,860	4,086,855	2,202,077	-	-		86,075,683
Total liabilities and fund balances	\$ 52,604,180	\$ 3,537,415	\$ 363,414	\$ 26,102,942	\$ 2,872,026	\$ 4,374,860	\$ 4,086,855	\$ 2,202,077	\$ -	\$ -	\$ -	\$ 96,143,769



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	10,614,900.00	10,614,900.00	2,902.89	10,402,548.96	212,351.04
315 - Communications Services Taxes	1,296,600.00	1,296,600.00	113,776.37	1,154,036.45	142,563.55
316 - Local Business Taxes	30,000.00	30,000.00	7,911.19	19,302.66	10,697.34
323 - Franchise Fees	3,605,000.00	3,605,000.00	778,311.87	3,432,879.22	172,120.78
329 - Other Permits, Fees & Special Assessment	42,100.00	42,100.00	5,650.00	51,390.00	-9,290.00
335 - State Shared Revenue	6,559,632.00	6,559,632.00	681,740.13	6,577,856.40	-18,224.40
341 - General Government	481,700.00	481,700.00	76,627.00	465,976.68	15,723.32
343 - Physical Environment	112,200.00	112,200.00	13,450.00	163,800.00	-51,600.00
347 - Culture/Recreation	76,500.00	76,500.00	4,244.54	88,595.49	-12,095.49
349 - Other Charges for Services	60,000.00	60,000.00	4,354.28	43,207.85	16,792.15
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,254.98	19,259.47	3,140.53
354 - Fines Local Ordinance	80,000.00	80,000.00	11,025.00	149,830.91	-69,830.91
361 - Interest & Other Earnings	60,000.00	60,000.00	183,199.74	1,422,249.87	-1,362,249.87
362 - Rents & Royalties	65,000.00	65,000.00	1,600.00	56,640.57	8,359.43
366 - Contributions	0.00	0.00	0.00	2,962.65	-2,962.65
369 - Other Misc Revenues	12,000.00	12,000.00	0.00	5,216.90	6,783.10
381 - Transfers In	0.00	0.00	0.00	7,344,956.00	-7,344,956.00
Revenue Total:	23,118,032.00	23,118,032.00	1,887,047.99	31,400,710.08	-8,282,678.08
Expense					
51 - General Government	7,181,643.00	7,270,861.00	554,892.04	5,451,679.08	1,819,181.92
52 - Public Safety	3,446,595.00	3,446,595.00	652,842.38	3,178,832.50	267,762.50
53 - Physical Environment	489,199.00	489,199.00	6,271.37	165,150.28	324,048.72
54 - Transportation	3,532,486.00	3,535,065.00	157,152.84	2,274,833.23	1,260,231.77
55 - Economic Environment	27,550.00	27,550.00	0.00	6,000.00	21,550.00
56 - Human Services	161,230.00	161,230.00	133,423.00	144,711.80	16,518.20
57 - Culture & Recreation	3,188,468.00	3,237,143.00	161,971.31	2,270,430.22	966,712.78
58 - Other Uses/Transfers Out	13,682,410.00	32,273,731.65	464,630.50	5,280,725.25	26,993,006.40
Expense Total:	31,709,581.00	50,441,374.65	2,131,183.44	18,772,362.36	31,669,012.29
Fund: 00 - General Fund Surplus (Deficit):	-8,591,549.00	-27,323,342.65	-244,135.45	12,628,347.72	-39,951,690.37
Total Surplus (Deficit):	-8,591,549.00	-27,323,342.65	-244,135.45	12,628,347.72	



City of Bonita Springs, FL

General Fund Expenditure by Department Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,350.00	501,350.00	33,303.84	316,840.84	184,509.16
102 - Boards & Committees	81,000.00	81,000.00	247.24	7,031.40	73,968.60
201 - City Manager	618,140.00	603,519.00	-11,177.50	433,351.22	170,167.78
211 - Planning & Zoning	2,036,855.00	2,051,476.00	267,419.54	1,776,008.22	275,467.78
220 - Law Enforcement/Security	2,359,284.00	2,359,284.00	610,931.36	2,349,082.93	10,201.07
230 - Neighborhood Services	1,056,581.00	1,056,581.00	40,530.20	811,259.93	245,321.07
240 - Information Technologies	327,161.00	327,161.00	4,239.94	224,331.63	102,829.37
250 - Public Works	3,958,285.00	3,960,864.00	163,424.21	2,435,426.91	1,525,437.09
260 - Emergency Preparedness	30,730.00	30,730.00	1,380.82	18,489.64	12,240.36
270 - Non-Departmental Expenditures	782,740.00	759,740.00	152,090.72	322,074.67	437,665.33
301 - City Attorney	807,071.00	807,071.00	137,920.52	718,751.57	88,319.43
401 - Administrative Services	531,110.00	531,110.00	33,862.91	415,449.21	115,660.79
402 - City Hall	258,120.00	258,120.00	17,508.36	197,367.43	60,752.57
410 - Human Resources	70,700.00	70,700.00	-53.10	25,575.18	45,124.82
430 - Communications	968,146.00	968,146.00	40,929.76	754,487.73	213,658.27
501 - Finance	838,101.00	950,319.00	30,668.90	727,983.87	222,335.13
601 - Parks & Recreation Administration	762,884.00	762,884.00	37,920.78	614,827.73	148,056.27
602 - Recreation Center	484,201.00	484,201.00	36,311.19	363,965.43	120,235.57
603 - Community Park & Ball Fields	186,075.00	199,750.00	2,980.05	121,843.54	77,906.46
604 - Community Pool	585,633.00	592,633.00	27,762.85	373,413.01	219,219.99
605 - Riverside Park	204,286.00	227,286.00	15,279.78	141,730.53	85,555.47
609 - Formerly Community Hall/Sherriff Substation	17,092.00	17,092.00	556.45	9,028.42	8,063.58
610 - Dog Park	69,408.00	69,408.00	2,787.12	46,604.88	22,803.12
611 - Beach Parks	9,740.00	9,740.00	103.92	2,326.93	7,413.07
613 - BS Soccer Complex	125,814.00	125,814.00	5,940.65	80,281.87	45,532.13
614 - Kentucky Street Park	3,500.00	3,500.00	-1,265.40	234.60	3,265.40
615 - Liles Hotel	84,360.00	89,360.00	3,643.96	51,869.21	37,490.79
617 - Bonita Nature Place	28,542.00	28,542.00	2,780.54	19,243.89	9,298.11
618 - Windsor Road Preserve	7,980.00	7,980.00	126.06	378.82	7,601.18
620 - Marni Fields	101,558.00	101,558.00	6,540.20	92,024.64	9,533.36
621 - BS River Park	28,532.00	28,532.00	-975.32	7,139.29	21,392.71
622 - Cullum's Bonita Trail	17,000.00	17,000.00	0.00	2,304.61	14,695.39
623 - Carpenter Lane Canoe & Kayak	1,193.00	1,193.00	0.00	134.01	1,058.99
624 - Leitner Creek Neighborhood Park	30,499.00	30,499.00	0.00	3,569.83	26,929.17
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	1,795.00	4,205.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	42,000.00	42,000.00	2,832.39	22,823.14	19,176.86
883 - Veterans	500.00	500.00	0.00	94.50	405.50
885 - Donate a Bench	0.00	0.00	0.00	2,490.85	-2,490.85
Fund: 00 - General Fund Total:	18,027,171.00	18,167,643.00	1,666,552.94	13,491,637.11	4,676,005.89
Total Surplus (Deficit):	-18,027,171.00	-18,167,643.00	-1,666,552.94	-13,491,637.11	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,808,300.00	1,808,300.00	149,968.82	1,609,542.55	198,757.45
335 - State Shared Revenue	297,100.00	297,100.00	51,586.27	270,724.54	26,375.46
361 - Interest & Other Earnings	7,000.00	7,000.00	14,435.00	136,833.00	-129,833.00
Revenue Total:	2,112,400.00	2,112,400.00	215,990.09	2,017,100.09	95,299.91
Expense					
54 - Transportation	1,727,702.00	1,727,702.00	139,430.63	1,333,243.33	394,458.67
58 - Other Uses/Transfers Out	1,100,000.00	4,422,811.00	209,992.60	1,240,086.40	3,182,724.60
Expense Total:	2,827,702.00	6,150,513.00	349,423.23	2,573,329.73	3,577,183.27
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-715,302.00	-4,038,113.00	-133,433.14	-556,229.64	-3,481,883.36
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	22,133,197.00	37,911,346.00	31,024.08	5,391,760.19	32,519,585.81
332 - Other Financial Assistance-Federal Source	0.00	250,000.00	0.00	7,241,423.00	-6,991,423.00
334 - State Grants	0.00	12,573,322.00	0.00	5,619.82	12,567,702.18
337 - Local Gvmt Grants	40,000.00	90,616.00	0.00	8,840.00	81,776.00
361 - Interest & Other Earnings	0.00	0.00	0.00	103,533.00	-103,533.00
369 - Other Misc Revenues	0.00	0.00	0.00	158,794.67	-158,794.67
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	22,213,197.00	50,865,284.00	31,024.08	12,909,970.68	37,955,313.32
Expense					
52 - Public Safety	80,000.00	80,000.00	282,591.29	9,206,906.41	-9,126,906.41
57 - Culture & Recreation	0.00	496,713.00	4,965.47	317,855.33	178,857.67
58 - Other Uses/Transfers Out	22,133,197.00	50,288,571.00	121,172.98	11,353,000.82	38,935,570.18
Expense Total:	22,213,197.00	50,865,284.00	408,729.74	20,877,762.56	29,987,521.44
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-377,705.66	-7,967,791.88	7,967,791.88
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	4,236,120.00	4,236,120.00	474,018.00	4,013,356.99	222,763.01
361 - Interest & Other Earnings	40,000.00	40,000.00	101,996.00	823,556.00	-783,556.00
Revenue Total:	4,276,120.00	4,276,120.00	576,014.00	4,836,912.99	-560,792.99
Expense					
58 - Other Uses/Transfers Out	7,774,523.00	26,061,839.00	181,553.11	2,414,694.07	23,647,144.93
Expense Total:	7,774,523.00	26,061,839.00	181,553.11	2,414,694.07	23,647,144.93
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-3,498,403.00	-21,785,719.00	394,460.89	2,422,218.92	-24,207,937.92
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	408,250.00	408,250.00	45,270.00	270,762.00	137,488.00
361 - Interest & Other Earnings	5,000.00	5,000.00	9,362.00	92,379.00	-87,379.00
Revenue Total:	413,250.00	413,250.00	54,632.00	363,141.00	50,109.00
Expense					
58 - Other Uses/Transfers Out	1,100,000.00	3,544,451.00	12,989.31	412,894.89	3,131,556.11
Expense Total:	1,100,000.00	3,544,451.00	12,989.31	412,894.89	3,131,556.11
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-686,750.00	-3,131,201.00	41,642.69	-49,753.89	-3,081,447.11
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	310.35	1,505,352.11	-497,252.11

Special Revenue Funds Budget Report
For Fiscal: 2022-2023 Period Ending: 08/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
361 - Interest & Other Earnings	2,000.00	2,000.00	14,449.00	74,414.00	-72,414.00
Revenue Total:	1,010,100.00	1,010,100.00	14,759.35	1,579,766.11	-569,666.11
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	307,967.11	349,143.89
58 - Other Uses/Transfers Out	2,800,000.00	2,800,000.00	0.00	0.00	2,800,000.00
Expense Total:	3,457,111.00	3,457,111.00	0.00	307,967.11	3,149,143.89
Fund: 18 - Stormwater Management Surplus (Deficit):	-2,447,011.00	-2,447,011.00	14,759.35	1,271,799.00	-3,718,810.00
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,390,000.00	1,390,000.00	154,710.40	1,086,718.17	303,281.83
329 - Other Permits, Fees & Special Assessment	0.00	0.00	31,960.00	31,960.00	-31,960.00
361 - Interest & Other Earnings	15,000.00	15,000.00	13,439.00	120,034.00	-105,034.00
Revenue Total:	1,405,000.00	1,405,000.00	200,109.40	1,238,712.17	166,287.83
Expense					
52 - Public Safety	3,026,800.00	3,026,800.00	265,169.63	2,839,593.87	187,206.13
58 - Other Uses/Transfers Out	0.00	821,099.00	53,087.94	121,987.94	699,111.06
Expense Total:	3,026,800.00	3,847,899.00	318,257.57	2,961,581.81	886,317.19
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,621,800.00	-2,442,899.00	-118,148.17	-1,722,869.64	-720,029.36
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	427,100.00	427,100.00	0.00	427,100.00	0.00
337 - Local Gvmt Grants	1,707,110.00	1,707,110.00	0.00	1,721,829.00	-14,719.00
Revenue Total:	2,134,210.00	2,134,210.00	0.00	2,148,929.00	-14,719.00
Expense					
58 - Other Uses/Transfers Out	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Expense Total:	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	1,061,470.00	1,061,470.00	0.00	1,076,191.00	-14,721.00
Total Surplus (Deficit):	-7,907,796.00	-32,783,473.00	-178,424.04	-5,526,436.13	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Revenue Total:	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Expense					
51 - General Government	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Expense Total:	1,072,740.00	1,072,740.00	0.00	1,072,738.00	2.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	461,000.00	461,000.00	0.00	460,993.98	6.02
Revenue Total:	461,000.00	461,000.00	0.00	460,993.98	6.02
Expense					
51 - General Government	461,000.00	461,000.00	0.00	460,993.98	6.02
Expense Total:	461,000.00	461,000.00	0.00	460,993.98	6.02
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	334,502.00	18,898.16	136,485.80	198,016.20
381 - Transfers In	46,694,130.00	115,821,807.65	1,036,137.13	12,017,356.66	103,804,450.99
Revenue Total:	46,694,130.00	116,156,309.65	1,055,035.29	12,153,842.46	104,002,467.19
Expense					
513 - Finance & Administration	140,000.00	1,021,837.00	54,730.04	128,140.63	893,696.37
519 - Other Gen Gvmt	2,645,000.00	4,909,816.00	157,424.60	658,915.76	4,250,900.24
535 - Sewer/Wastewater Services	0.00	0.00	0.00	0.00	0.00
537 - Conservation/Resource Mgmt	210,000.00	1,358,588.00	23,278.22	94,457.06	1,264,130.94
538 - Flood/Storm Water Mgmt	9,430,910.00	43,309,187.00	111,809.76	4,817,790.97	38,491,396.03
539 - Other Physical Environment	0.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	26,457,720.00	54,498,672.61	418,848.11	3,978,683.82	50,519,988.79
545 - Parking Facilities	0.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	7,760,500.00	10,520,525.04	288,944.56	2,475,854.22	8,044,670.82
573 - Cultural Services	50,000.00	138,000.00	0.00	0.00	138,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	46,694,130.00	116,156,309.65	1,055,035.29	12,153,842.46	104,002,467.19
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,395,000.00	3,889,695.00	7,289.31	1,000,082.73	2,889,612.27
Revenue Total:	1,395,000.00	3,889,695.00	7,289.31	1,000,082.73	2,889,612.27
Expense					
552 - Economic Development	0.00	78,381.00	0.00	0.00	78,381.00
572 - Parks & Recreation	1,395,000.00	3,811,314.00	7,289.31	1,000,082.73	2,811,231.27
Expense Total:	1,395,000.00	3,889,695.00	7,289.31	1,000,082.73	2,889,612.27
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

REQUESTED MOTION: Discussion regarding the City's legislative priorities and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

Attached are last year's approved legislative and strategic priorities for Council's review and discussion. Staff is looking for feedback from Council as to any desired updates and will be coordinating with Greenberg Traurig for feedback as well. The priorities will need to be approved at the next City Council meeting on October 14, 2023.

The Lee County Delegation meeting is scheduled for October 30, 2023. Staff will provide the Delegation with the City's approved legislative priorities prior to the meeting. Additionally, Greenberg Traurig will use the priorities while advocating for the City throughout the 2024 legislative session.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. 2023 Legislative Priorities
 2. 2023 Strategic Priorities
 3. Legislative Delegation Meeting Notice
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REVIEWERS:

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



City of Bonita Springs
2023 State Legislative Agenda
Legislative Session: March 7, 2023 – May 5, 2023

This document represents the 2023 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive and new issues may arise or evolve that will require the Council's attention.

These issues are not ranked in order of priority. Council Members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.

1. The City of Bonita Springs supports legislation and policy that encourages and promotes the City's recovery from Hurricane Ian by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.
2. The City of Bonita Springs supports funding for flooding reduction/mitigation projects within its municipal boundaries and improvements to water quality.
3. The City of Bonita Springs supports sustainability initiatives, especially those which would prevent discharges from Lake Okeechobee and which promote clean fresh and salt water bodies. The City also opposes any water quality proposals which would negatively impact our City.
4. The City of Bonita Springs supports State funding for projects which would advance enhanced transportation connectivity for pedestrian and bicyclists, as well as design and construction of additional Complete Streets.
5. The City of Bonita Springs believes in affordable insurance rates for our citizens. Towards that end, the City opposes any action or legislation, at any government level, that will have the effect of significantly increasing flood insurance rates.
6. The City of Bonita Springs supports efforts to provide State funding for local acquisition of preservation lands in the Density Reduction Groundwater Resource (DR/GR) areas of the City.
7. The City of Bonita Springs opposes any effort to allow fracking in and around the Southwest Florida area.
8. The City of Bonita Springs supports legislation that would allow parimutuel facilities within counties that have passed referendums to provide slot gaming.
9. The City of Bonita Springs supports implementation of the legislatively required study to determine hydrological boundaries of the Big Cypress Basin resulting in a larger district that includes the portion of Lee County within the watershed.
10. The City of Bonita Springs supports policies that protect our community's ability to make decisions that protect the City's vision for our community and preserve our quality of life.



2022-23 STRATEGIC PRIORITIES

#1 Improve Storm Water Management

#2 Transportation

#3 Community Aesthetics

#4 Environmental Protection

#5 Strengthen/Enhance City Finances

#6 Strengthen/Enhance Council Relations

#7 Government Transparency

#8 Economic Development

Lee County Legislative Delegation

Founded 1886



City of Fort Myers	1885
City of Cape Coral	1970
City of Sanibel	1974
Town of Fort Myers Beach	1995
City of Bonita Springs	1999
Village of Estero	2015



Senator Kathleen Passidomo
Senator Ben Albritton
Senator Jonathan Martin

Representative Jenna Persons-Mulicka	Chair
Representative Mike Giallombardo	Vice Chair
Representative Spencer Roach	
Representative Adam Botana	
Representative Tiffany Esposito	

PRESS RELEASE

FOR IMMEDIATE RELEASE
September 8, 2023

Contact: Jenna Persons-Mulicka
jenna.persons@myfloridahouse.gov

DATE OF ANNUAL LEE COUNTY LEGISLATIVE DELEGATION MEETING ANNOUNCED

Fort Myers, FL – State Representative Jenna Persons-Mulicka, Chair of the Lee County Legislative Delegation, announced today that the Lee County Legislative Delegation will convene for its annual public meeting on **Monday, October 30th, 2023 at 9:00 AM** and adjourn no later than 12:00 PM, or upon conclusion of the agenda and public comment. The purpose of the Delegation Meeting is to hear from the public and conduct local business, including a public hearing on any local bills placed on the agenda.

The Delegation Meeting will be held in Fort Myers at **Florida Southwestern State College, 8099 College Parkway, Fort Myers, 33919, in the Nursing Building, Room AA-177.**

“This is an opportunity for our elected state representatives and senators to hear from the folks of Lee County ahead of the Legislative Session,” Persons-Mulicka said. “Listening to those we represent is the most important part of the process. We look forward to hearing from our local elected officials, local organizations and members of the public as we continue to work together to recover and rebuild following Hurricane Ian.”

For those persons wishing to make a **general presentation** at the Delegation Meeting, the deadline to submit said request is **5:00 PM on Monday, October 16th, 2023**. All requests must be submitted via electronic mail to jenna.persons@myfloridahouse.gov or in writing to State Representative Jenna Persons-Mulicka at 2120 Main Street, Suite 208, Fort Myers, FL, 33901.

For those persons wishing to submit a **local bill** for consideration by the Delegation for the 2024 Legislative Session, the deadline for submission is **5:00 PM on Monday, October 16th, 2023**. All proposed local bills must be accompanied by completed paperwork required by the Florida Legislature and submitted via electronic mail to jenna.persons@myfloridahouse.gov, or in writing to State Representative Jenna Persons-Mulicka at 2120 Main Street, Suite 208, Fort Myers, FL, 33901.

For more information, please contact Representative Persons-Mulicka at jenna.persons@myfloridahouse.gov. Closer to the meeting date, the agenda and meeting details will be posted on www.leedelegation.com. All meetings of the Lee County Legislative Delegation are open to the public.

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