



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

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

July 15, 2025
9:00 a.m.

If you intend to address the board, please submit a completed “Public Comment Slip” to the City Clerk before the meeting begins. Blank comment slips are available on the table outside of Chambers. To submit a public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 2:00 p.m., July 14, 2025.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the board on any matter at the meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call by City Clerk
4. Public Hearings

Each case will include a public comment period after the applicant and staff presentation.

- A. Case Name: TOMMY’S EXPRESS CAR WASH SPECIAL EXCEPTION – U.S. 41 (SPE24-118448-BOS)

A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR WASH FACILITY ON PROPERTY LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, PURSUANT TO LDC 4-888.

5. Approval of Meeting Minutes from May 27, 2025

6. Update on Previous Cases
7. Public Comment
8. Next Meeting: 9:00 a.m., August 19, 2025 (Tentative)
9. Adjournment

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8725 Penderly Place
Suite 101
Bradenton, FL 34201
Tel: 941.379.8400
www.rviplanning.com

TOMMY'S EXPRESS CAR WASH • SURROUNDING USES MAP

📍 City of Bonita Springs, FL

📅 10/22/2024

24006627

👤 Sunshine Clean, LLC.



0 500 1,000
Feet

Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

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

PROJECT NAME: TOMMY’S EXPRESS CAR WASH (U.S. 41)

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: SPE24-118448-BOS

HEARING DATE: JULY 15, 2025

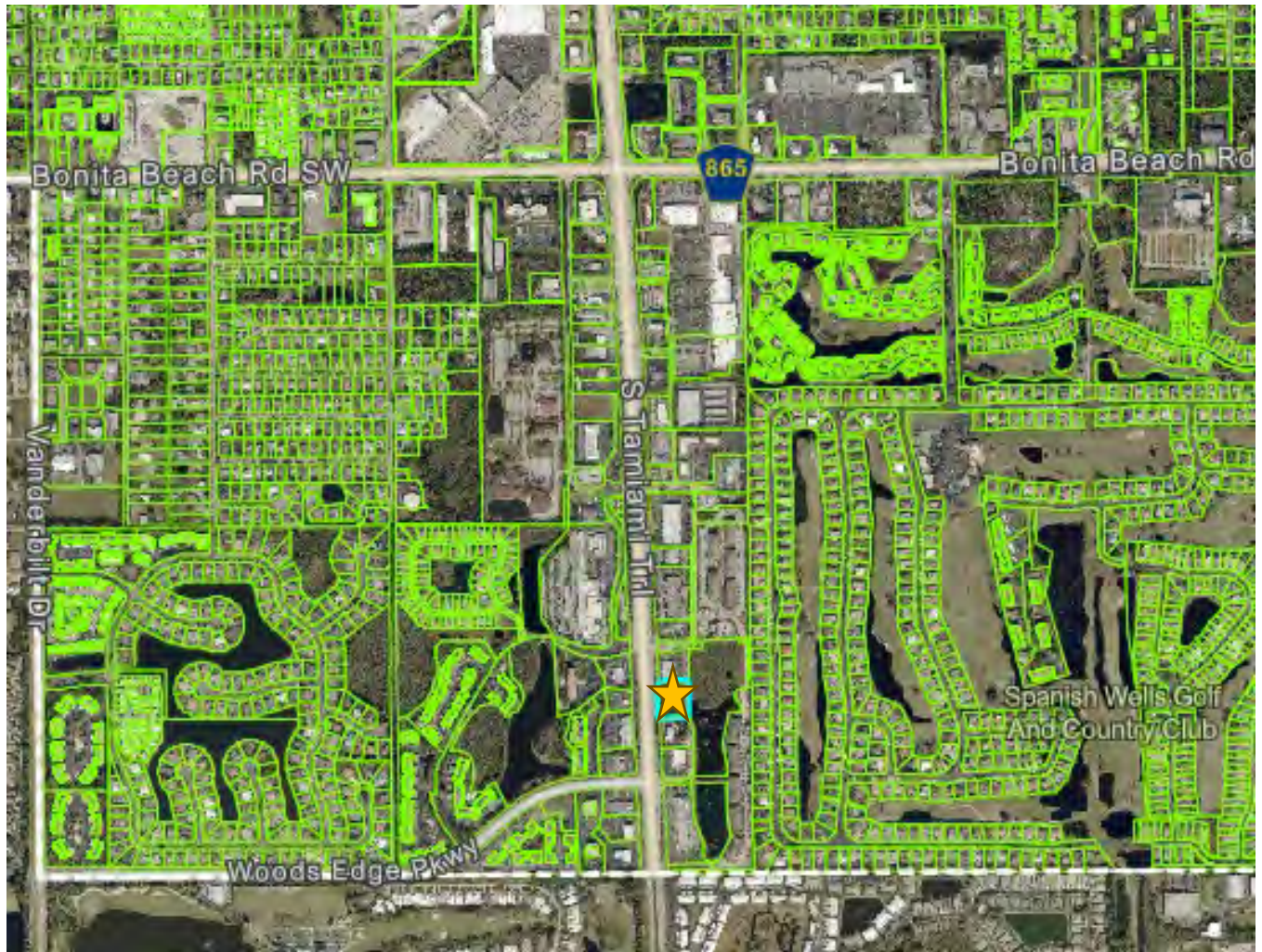
PLANNER: MARY TORNBERG, ESQ., AICP

REQUEST AND STAFF RECOMMENDATION

A special exception request to allow a car wash facility on property located within the U.S. 41 Overlay District, pursuant to LDC Section 4-888.

Deviations Requested: None

Staff recommends **APPROVAL** of the request in conjunction with the conditions outlined later in this Staff Report.



Location Map

Source: Lee County GIS 2025

APPLICATION SUMMARY:

- A. Applicant: Sunshine Clean, LLC
- B. Agent: Patty Kulak, RVI Planning + Landscape Architecture
Michael Herrera, P.E., Blueshore Engineering
- C. Request: A special exception request to allow a car wash facility on property located within the U.S. 41 Overlay District, pursuant to LDC Section 4-888.
- D. Location: Access Undetermined, STRAP# 04-48-25-B3-0140J.001A
- E. Future Land Use Designation, Current Zoning and Use of Property:

Future Land Use: General Commercial

Current Zoning: Community Commercial (CC)
U.S. 41 Overlay District

Current Use: Vacant

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: Community Commercial (CC), U.S. 41 Overlay District; Florida Leather Gallery Retail Store	General Commercial
East: Hidden Lakes Residential Planned Development (RPD); Conservation Easement, then Multi-Family Rental Dwelling Community (Versol)	General Commercial
South: Community Commercial (CC), U.S. 41 Overlay District; Jungle Boys Medical Marijuana Dispensary	General Commercial
West: Diamond Ridge/Woods Edge Commercial Planned Development/ Residential Planned Development (CPD/RPD); U.S. 41 Right-of-Way, then Gulf Coast Motorworks Vehicle Sales and Service	General Commercial

I. **BACKGROUND AND INFORMATIONAL ANALYSIS**

Introduction/Synopsis

The request is for a special exception to establish a car wash use with a building approximately 4,550+/- square feet in size on commercial property within the U.S. 41 Overlay District. Nine (9) self-service vacuum stalls are also proposed, as shown on the site plan (Attachment A).

The vacant property is located along an Access Road east of the U.S. 41 right-of-way, between Bonita Crossings Blvd. and Wake Fern Drive, approximately

0.2± miles from the Collier County line. Car washes are listed as a use that requires special exception approval when located within the U.S. 41 Overlay.

The property has frontage along U.S. 41 (west) and the U.S. 41 Access Road (east). Access to the site is via the U.S. 41 Access Road. The Applicant is providing a solid wall that is eight (8) feet in height along the U.S. 41 Access Road, which will be used for screening the car wash operation from the adjacent residential uses to the east. In addition, the project is subject to and regulated by the City of Bonita Springs Noise Control Ordinance. The proposed barrier wall will be located approximately 330 feet from the nearest multiple-family building in the Versol Community. The car wash tunnel itself and the vacuum stations are located approximately 430 feet from that very same closest residential structure.

In accordance with applicable land development code provisions, the Applicant will provide a sidewalk connection to the existing U.S. 41 sidewalk no less than six (6) feet in width, along with pedestrian amenities.

There are no land development code deviations that are being requested, and as such, the project will be subject to the development standards of LDC Chapter 3—Development Standards, LDC Chapter 4—Zoning, LDC Chapter 6—Signage, and other applicable codes and regulations.

Special Exception Review Criteria

Pursuant to LDC Section 4-891(1)1., the following criteria are to be used to evaluate special exception requests:

Special Exception Review Criteria – LDC Sec. 4-891(1)

1. Approval criteria. The following criteria will be utilized to evaluate special exceptions in the U.S. 41 Overlay:

- (i) Consistency with the intent of the U.S. 41 Overlay District in protecting and enhancing viewsheds from U.S. 41 and other public roadways.*
- (ii) The building and site design standards incorporate innovative techniques to address the project's visual impact on the U.S. 41 corridor and demonstrate enhancements to the minimum standards.*
- (iii) The request addresses the balance between auto-oriented design and pedestrian access through enhanced design standards.*

- (iv) Exceptional or extraordinary conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.*
- (v) Will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*
- (vi) Will be compatible with existing or planned uses.*
- (vii) Will cause damage, hazard, nuisance or other detriment to persons or property.*
- (viii) Will protect, conserve or preserve environmentally critical areas and natural resources.*
- (ix) Consistency with the goals, objectives, policies and intent of the Bonita Plan.*
- (x) In compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.*

In reviewing the request, Staff is able to make the following findings based on the aforementioned criteria:

Criterion (i): Consistency with the intent of the U.S. 41 Overlay District in protecting and enhancing viewsheds from U.S. 41 and other public roadways.

Staff Analysis: The request incorporates the required pedestrian amenities and landscape buffers for the use and location within the U.S. 41 Overlay District. A landscape buffer 25 feet in width will abut the project's U.S. 41 property line and will aid in visually screening the tunnel from the roadway. It is the Staff's opinion that the Applicant has adequately addressed this criterion for viewshed protection.

Criterion (ii): The building and site design standards incorporate innovative techniques to address the project's visual impact on the U.S. 41 corridor and demonstrate enhancements to the minimum standards.

Staff Analysis: The Applicant has provided a narrative demonstrating consistency with this criterion. The site design incorporates the required viewshed enhancements while incorporating elements that ensure compatibility such as the perimeter wall and associated plantings. The Applicant will also provide an in-person presentation for consideration. The

application submittal package can be reviewed as part of the backup to this staff report.

Criterion (iii): The request addresses the balance between auto-oriented design and pedestrian access through enhanced design standards.

Staff Analysis: The request incorporates the required pedestrian amenities for the use and location within the U.S. 41 Overlay District.

Criterion (iv): Exceptional or extraordinary conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.

Staff Analysis: The Applicant provided an analysis indicating that there is a market demand based on the demographics, population of the area, number of cars within the City and spatial separation of over 500 feet from other facilities. The continuous increase in population and tourism within the City creates the presence of more vehicles on the roads, which creates the need for more locations to clean and maintain vehicles.

Criterion (v): Will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff Analysis: The property is within the General Commercial future land use category as described in the Comprehensive Plan (Bonita Plan). Further analysis is provided below.

Criterion (vi): Will be compatible with existing or planned uses.

Staff Analysis: The car wash will be developed in compliance with the regulations of the Land Development Code, including the requirements of the U.S. 41 Overlay District. No deviations to the required standards are being considered as part of this application. Additionally, the site plan is cognizant of the residential use to the east, which is over 430 feet away from the proposed tunnel and vacuum stations.

Criterion (vii): Will not cause damage, hazard, nuisance or other detriment to persons or property.

Staff Analysis: The Applicant has demonstrated that the proposed project will not cause damage, hazard, nuisance or other detriment to persons or property. The project is subject to the Bonita Springs Noise Control Ordinance.

Criterion viii: Will protect, conserve or preserve environmentally critical areas and natural resources.

Staff Analysis: Staff did not observe any critical areas or natural resources on-site.

Criterion ix: Consistency with the goals, objectives, policies and intent of the Bonita Plan.

Staff Analysis: The use of a car wash within the U.S. 41 Overlay District requires special exception approval. The Applicant has filed the required applications and submittal documentation and the site will be developed in accordance with the relevant code provisions.

Criterion x: In compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.

Staff Analysis: A noise study was provided as part of the application submittal and the project will be regulated by the City of Bonita Springs Noise Control Ordinance. An 8' wall will be erected to limit potential negative effects on the residential properties to the east. The Applicant will also be responsible for the provision of sidewalks and pedestrian amenities to the site from U.S. 41. The project will meet the required landscape buffers and setbacks.

Surrounding Zoning

The property is zoned Community Commercial within the U.S. 41 Overlay District. The properties to the North and South have the same zoning designation. The Commercial Planned Development (CPD) portion of the planned development to the west includes auto-centric uses by having a car showroom and service center. Additional service centers are located further north of this project. To the east is an existing Residential Planned Development (RPD) with multi-family dwelling units. This project can serve the residents of that development. All of the surrounding properties have a future land use designation of General Commercial.

Neighborhood Compatibility

The car wash is proposed to be located on a commercial property with an existing commercial zoning designation. Prior to the creation of the Overlay, the car wash use was permitted without the need for a special exception. Given the parameters of a car wash business, the Applicant has made an effort to locate the car wash tunnel and vacuum area as far west as possible, furthest

away from the existing residential units to the east while complying with the required setbacks and landscape buffer widths of U.S. 41 Overlay District. The Applicant is proposing a wall at least eight (8) feet in height to better screen the operation from the residential areas. The Applicant submitted a noise study that largely demonstrates compliance with the City's Noise Ordinance.

Environmental Considerations

There are no environmentally critical areas or natural resources on-site. The Applicant conducted a heritage tree survey and did not report any heritage trees on site. The project is not deviating from the code-required landscape buffers and the exact list of plantings will be reviewed at time of local development order review. The buffer widths are shown on the proposed site plan.

Stormwater

At the time of local development order, the Applicant must demonstrate no adverse offsite stormwater impacts to adjacent properties by submitting a stormwater management plan and by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing Model (ICPR), consistent with the requirements of LDC Sec. 3-136(9)(o).

Traffic

The Applicant submitted a Traffic Impact Statement, which was reviewed by the City's traffic engineer as well as Florida Department of Transportation. A copy of the Traffic Impact Statement is provided for consideration as part of the Application backup.

Comprehensive Plan Considerations

The subject property is located in the General Commercial future land use category, according to the future land use map of Bonita Springs. The category includes the following provisions:

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

- a. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately*

1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.

- b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.*
- c. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*
- d. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

The project is commercial in nature and is located on a commercially zoned property within the City. It is the Staff opinion the requested use does not violate the provisions of the future land use category as outlined in the Comprehensive Plan/Bonita Plan.

With regards to the Traffic Element of the Comprehensive Plan, the project fronts fully constructed roadways and suitable access to the site will be provided as part of the development of the project. The Applicant will be providing a sidewalk connection to U.S. 41, as required by code. It is the Staff opinion the request is consistent with the applicable provisions of the Traffic Element of the Bonita Plan.

It is the Staff opinion that the remaining Comprehensive Plan elements of Conservation/Coastal Management, Intergovernmental Coordination, Housing, Capital Improvements, and Recreation/Open Space are not applicable to this request. This determination was made after Staff examined all elements for applicability to this request.

It is the Staff opinion the request is consistent with the applicable provisions of the Comprehensive Plan.

Findings & Conclusion

It is Staff's opinion that the special exception request for a car wash facility at the proposed location is consistent with the provisions of the Comprehensive Plan, is compatible with existing uses within the area, will not cause damage, hazards or nuisance, will not impact environmentally critical areas (none are on site), and is located in an area with adequate public facilities.

Based upon an analysis of the Application and the special exception approval criteria, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a) Meets or exceed all applicable performance and locational standards set forth for the proposed use;
 - b) is consistent with the goals, objectives, policies and intent set forth in the City of Bonita Springs Comprehensive Plan;
 - c) is compatible with existing or planned uses in the surrounding area;
 - d) will not cause damage, hazard, nuisance or other detriment to persons or property;
 - e) will not have an adverse effect on surrounding properties; and
 - f) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.

II. **RECOMMENDATION:**

Staff recommends **APPROVAL** of the request with the following conditions:

1. The special exception shall be generally consistent with the attached site plan (Attachment A).
2. The City of Bonita Springs Noise Control Ordinance remains in effect in its entirety.
3. The hours of operation shall be from 7:00am to 9:00pm, seven days a week.
4. At time of local development order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet the intent of the design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, and the U.S. 41 Overlay District, as appropriate, and all applicable design standards, except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
5. Approval of this special exception request does not guarantee approval of a local development order or building permit.

6. Unless modified by this approval, the property shall be consistent with the regulations of the Land Development Code.

SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 04-48-25-B3-0140J.001A

EXHIBITS

- A. Sketch and Legal Description of the Subject Property

ATTACHMENTS

- A. Proposed Site Plan
- B. Application Backup (Final Documents)

1. • = FOUND 5/8" IRON PIN AS NOTED.
2. BEARINGS BASED ON A GRID BEARING OF N02°10'40"W ON THE EAST RIGHT OF WAY LINE
OF U.S. 41 / SOUTH TAMiami TRAIL.
3. DESCRIBED PROPERTY LIES IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL NO.
120680 MAP NO. 12071C 0658G DATED NOVEMBER 17, 2022.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
5. ELEVATIONS AND DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY IS CERTIFIED TO THE DATE OF THE FIELD SURVEY, NOT THE DATE OF SIGNATURE.
7. TITLE COMMITMENT NO. 24069901, SUPPLIED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 2024, WAS REVIEWED BY THE UNDERSIGNED SURVEYOR. THE FOLLOWING ITEMS CORRESPOND WITH SCHEDULE B-II OF THE ABOVE DESCRIBED COMMITMENT.

7. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF HIDDEN LAKE AT BONITA, RECORDED IN PLAT BOOK 70 PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, INCLUDING (A) 40 FOOT INGRESS/EGRESS EASEMENT, LAKE MAINTENANCE EASEMENT AND DRAINAGE EASEMENT ALONG THE EASTERLY BOUNDARY LINE (B) 20 FOOT UTILITY EASEMENT ALONG THE WESTERLY BOUNDARY LINE. (PLOTTED HERON)
8. ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 942 PAGE 42, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (R.O.W. TAKING WAS PRIOR TO THE RECORDING OF THE SUBDIVISION PLAT)
9. NOTICE OF DEVELOPMENT ORDER APPROVAL RECORDED IN OFFICIAL RECORDS BOOK 3019, PAGE 2809, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (NON-PLOTTABLE)
10. UTILITY EASEMENT IN FAVOR OF BONITA SPRINGS UTILITIES, INC. DESCRIBED IN THAT CERTAIN UTILITY FACILITIES WARRANTY DEED IN FAVOR OF BONITA SPRINGS UTILITY, INC. RECORDED IN OFFICIAL RECORDS BOOK 3352, PAGE 4823, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (PLOTTED HEREON)
11. DEED OF CONSERVATION EASEMENT IN FAVOR OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3468, PAGE 2604, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (REFERENCED ON SURVEY, EASEMENT IS NOT LOCATED ON THE DESCRIBED PROPERTY)
12. GRANT OF UTILITY EASEMENT IN FAVOR OF BONITA SPRINGS UTILITIES, INC. RECORDED IN OFFICIAL RECORDS BOOK 3352, PAGE 4826, AS RE-RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 3959, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (PLOTTED HEREON)
13. MAINTENANCE AGREEMENT RECORDED IN ORI 201600037487 AND ORI 2016000052061, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (NON-PLOTTABLE)



LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LOCATION MAP

NOT TO SCALE

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 4, RUN S 89°42'55" W
ALONG THE SOUTH LINE OF SAID SECTION FOR 640.00 FEET TO AN
INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BONITA SPRINGS BY
PASS (STATE ROAD 45, (200 FEET WIDE)); THENCE RUN
N 02°30'19" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 1163.80 FEET
TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N 02°30'19" W FOR 251.76 FEET;
THENCE RUN N 88°34'22" E FOR 222.43 FEET;
THENCE RUN S 0°00'16" W FOR 247.81 FEET;
THENCE RUN S 87°29'41" W FOR 211.54 FEET TO THE POINT OF BEGINNING.

AKA A PORTION OF LOT 1, TRACT J, HIDDEN LAKE AT BONITA, PLAT BOOK 70
PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CONTAINING 1.24 ACRES, MORE OR LESS

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF FLORIDA
CERTIFIES TO THE FOLLOWING:

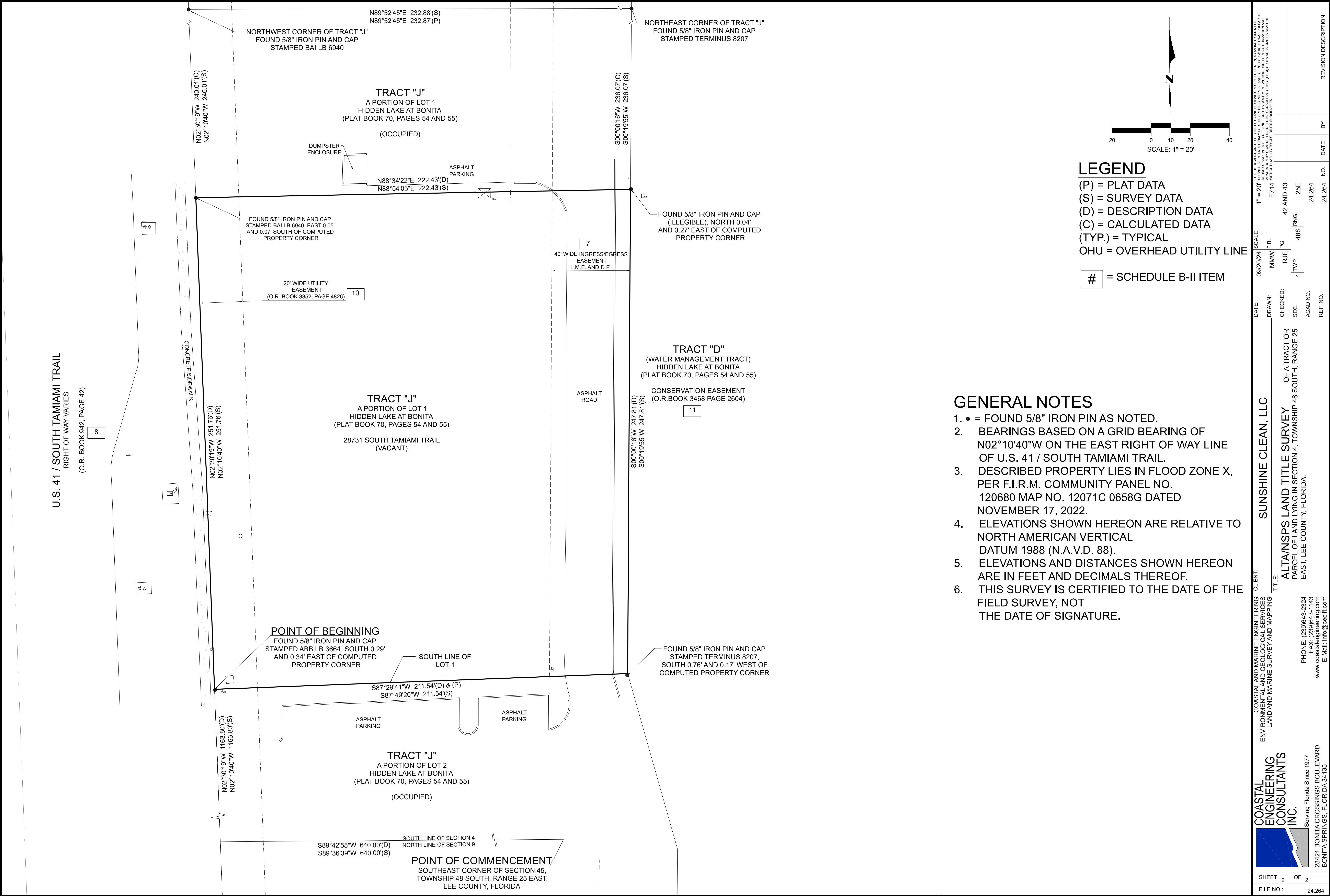
GPG REAL ESTATE HOLDINGS, LLC
COLEMAN, YOVANOVICH & KOESTER, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY

1. THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 8, 9, 11, 13, 14, 16, AND 20 OF TABLE A THEREOF.
2. THE SURVEY WAS MADE ON THE GROUND ON SEPTEMBER 4, 2024, AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, THE LOCATION OF UTILITIES OBSERVED OR SHOWN ON RECORD DOCUMENTS AS SERVING THE SUBJECT PROPERTY AND ANY OTHER MATTERS SITUATED ON THE SUBJECT PROPERTY.
3. THE LOCATION OF EACH EASEMENT, RIGHT OF WAY, SERVITUDE, AND OTHER MATTER AFFECTING THE SUBJECT PROPERTY AND LISTED IN THE TITLE INSURANCE COMMITMENT NO. 24069901, DATED SEPTEMBER 3, 2024, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES, TO THE EXTENT THAT SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN AND DESCRIBED ON THE SURVEY IS THE SAME PROPERTY DESCRIBED IN THAT TITLE COMMITMENT. THE LOCATION OF ALL IMPROVEMENTS ON THE SUBJECT PROPERTY IS IN ACCORD WITH MINIMUM SETBACK PROVISIONS AND RESTRICTIONS OF RECORD REFERENCED IN SUCH TITLE COMMITMENT.
4. THE SUBJECT PROPERTY SHOWN ON THE SURVEY LIES WITHIN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL NO. 120680 MAP NO. 12071C 0658G, DATED NOVEMBER 17, 2022.
5. ANY POTENTIAL ENCROACHMENTS ARE NOTED ON THE SURVEY.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

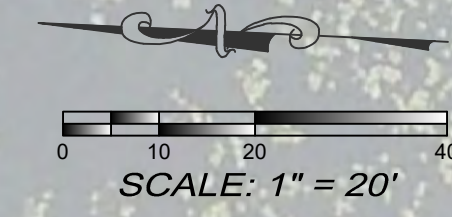
RICHARD J. EWING, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY: 09/04/2024
DATE OF SIGNATURE:

 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecdi.com		CIENT: SUNSHINE CLEAN, LLC		DATE: 09/20/04 SCALE: N/A		DRAWN: MMW P.B.		REVISION NO. 24,264	
	TITLE: ALT/ANPS LAND TITLE SURVEY OF A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.		4		42 AND 43		25E		24,264		24,264	
	SEC. 4		TWP. 48S		RNG.		25E		24,264		24,264	
	ACAD NO.		REF. NO.		DATE		BY		REVISION DESCRIPTION			

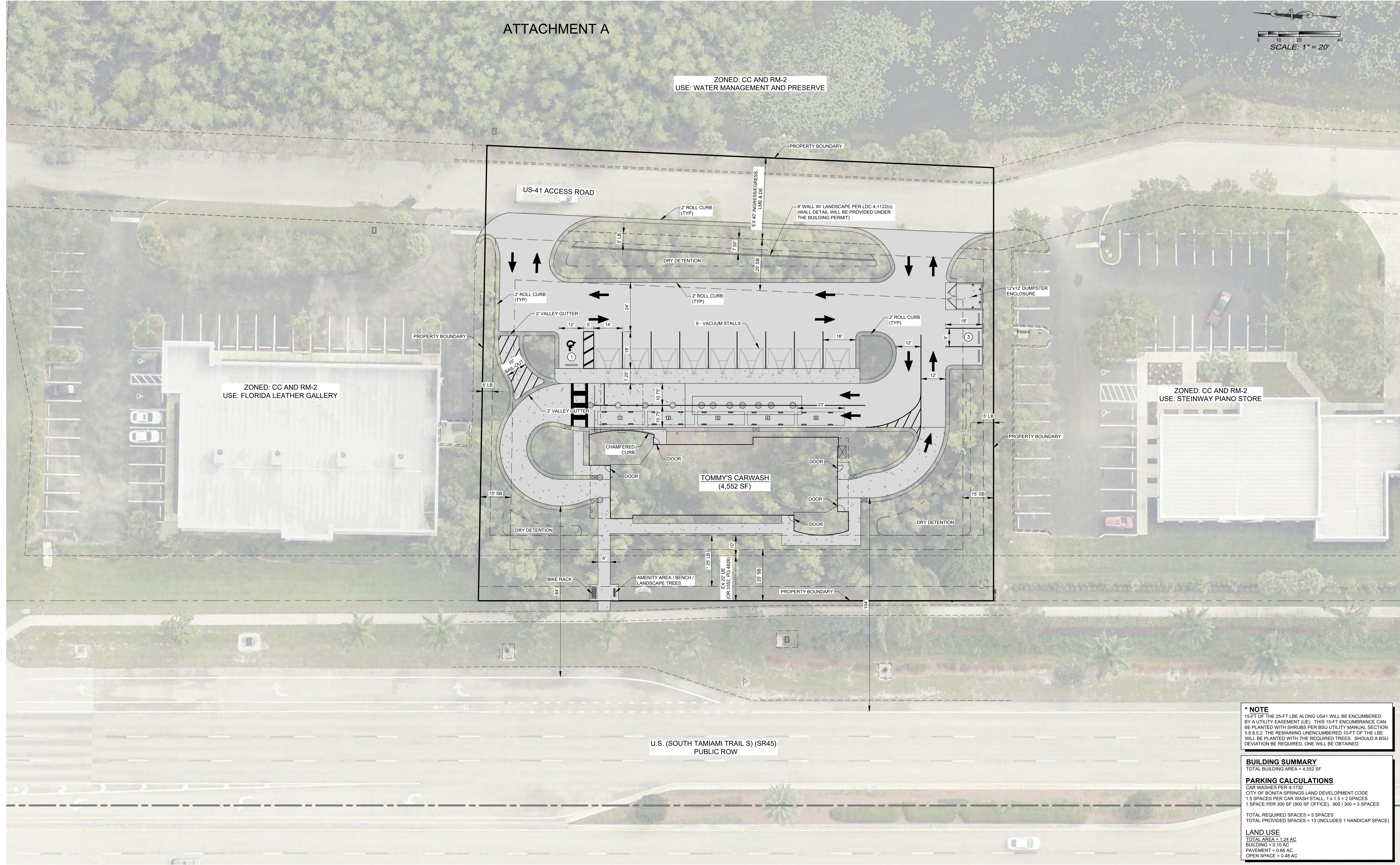


 COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135	COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING				CLIENT: SUNSHINE CLEAN, LLC				DATE: 09/20/24 SCALE: 1" = 20'				THIS DOCUMENT AND THE CONCEPT AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING CONSULTANTS, INC. (CECI). IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFICALLY IDENTIFIED IN THE INSTRUMENT OF SERVICE. ANY REUSE OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND WITHOUT LIABILITY TO CECI OR ITS SUBSIDIARIES.							
	TITLE: ALTANSPS LAND TITLE SURVEY OF A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.				DRAWN: MMW F.B. E714															
					CHECKED: RJE PG. 42 AND 43															
					SEC. 4 TWP. 48S RNG. 25E															
	ACAD NO. 24,264				REF. NO. 24,264				NO.		DATE						BY		REVISION DESCRIPTION	
	PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com																			

ATTACHMENT A



ZONED: CC AND RM-2
USE: WATER MANAGEMENT AND PRESERVE



*** NOTE**
15-FT OF THE 25-FT LBE ALONG US41 WILL BE ENCUMBERED BY A UTILITY EASEMENT (UE). THIS 15-FT ENCUMBRANCE CAN BE PLANTED WITH SHRUBS PER BSU UTILITY MANUAL SECTION 5.8.5.2. THE REMAINING UNENCUMBERED 10-FT OF THE LBE WILL BE PLANTED WITH THE REQUIRED TREES. SHOULD A BSU DEVIATION BE REQUIRED, ONE WILL BE OBTAINED.

BUILDING SUMMARY
TOTAL BUILDING AREA = 4,552 SF

PARKING CALCULATIONS
CAR WASHES PER 4-1732
CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE
1.5 SPACES PER CAR WASH STALL, 1 x 1.5 = 2 SPACES
1 SPACE PER 300 SF (900 SF OFFICE), 900 / 300 = 3 SPACES

TOTAL REQUIRED SPACES = 5 SPACES
TOTAL PROVIDED SPACES = 13 (INCLUDES 1 HANDICAP SPACE)

LAND USE
TOTAL AREA = 1.24 AC
BUILDING = 0.10 AC
PAVEMENT = 0.66 AC
OPEN SPACE = 0.48 AC

Revision	Date	Description



Blueshore Engineering
BUILT ON INTEGRITY

4933 North Tamiami Trail, Suite 201,
Naples, Florida 34103
Office: 239.488.5629
Certificate of Authorization: 38057
www.BlueShoreEngineering.com

TOMMY'S EXPRESS CARWASH
EXHIBIT IV-G, CONCEPTUAL SITE PLAN
REVISED: 01/23/2025

Submittal:	EXHIBIT
Date:	10/2024
Project No:	TCUS41DO
Sheet No:	1 of 1

G. Are there any existing deed restrictions or other covenants on this property which may affect this request?

 X NO ☐ YES. If yes, submit a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-A-3.

H. Authorized Agent(s): List names of authorized agents (submit additional sheets if necessary).

Name: Patty Kulak, RVI Planning + Landscape Architecture & Michael Herrera, P.E., Blueshore Engineering

Mailing Address: 28100 Bonita Grande Drive

City: Bonita Springs State: FL Zip: 34135

Phone Number: 239-908-3408 Ext: E-mail Address: PKULAK@RVIPLANNING.COM

PART II

GENERAL INFORMATION

A. Nature of Request: (Check applicable answers)

☐ Rezoning FROM: _____ TO: _____

☒ Special Exception for: Car Wash within US 41 Overlay District

A. Legal Description and Boundary Sketch: 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 Chapter 5J-17.053, F.A.C., Florida Administrative Code, unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. (labeled Exhibit II-A-2.)*

 X YES. Property is identified as:

Subdivision Name: Hidden Lake at Bonita

Plat Book: 70 Page: 54-55 Unit: Tract J Block: Lot: 1

Section: _____ Township: _____ Range: _____

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

B. Project Street Address: Access Undetermined

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

East side of US41 approximately 270ft south of Bonita Crossings Blvd

D. Present Use of Property: Is the property vacant? ☐ NO ☒ YES

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

Briefly describe current use of the property: Undeveloped

E. Property Dimensions

1. Width (average if irregular parcel): 219 Feet
2. Depth (average if irregular parcel): 251 Feet
3. Frontage on road or street: 251 Feet on US41
(Name of street)
4. Total land area: 1.3 Acres or Square Feet

F. Facilities

1. Fire District: Bonita Springs
2. Sewer Service Supplier: Bonita Springs Utilities
3. Water Service Supplier: Bonita Springs Utilities

**PART III
AFFIDAVIT**

I, _____, 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 to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

STATE OF: _____ COUNTY OF: _____

Signature: _____

Signatory's Printed Name: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence ☐ or online notarization, this _____ (day) of _____, (month) _____ (year), by _____ (name of person making statement).

Signature of Notary Public - State of Florida: _____

Name of Notary Typed, Printed, or Stamped: _____

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced: _____

PART IV - SUBMITTAL REQUIREMENTS

APPLICATION TYPE	COPIES	EXHIBIT	ITEM
All	1		Completed application
All	1		Application Fee
All	1		Summary of Neighborhood Informational Meeting
All	1		Area Location Map
All	1	I-B-1	Notarized Authorization Form (if applicable)
City Initiated	1	I-B-2	Green Sheet (If applicable)
City Initiated	1	I-B-3	List of Property Owners (If applicable)
All	1	I-F	Notarized Disclosure Form (if applicable)
All	1	II-A-1	Legal Description
All	1	II-A-2	Certified sketch of description (if applicable)
All	1	II-A-3	Plat Book Page (if applicable)
All	2	IV-A	Surrounding Property Owners List
All	1	IV-B	Property Owners Map
Owner Initiated	1	IV-C	Deed Restrictions & Narrative (if applicable)
Rezoning Only	1	IV-D	Narrative Regarding Zoning Request
Rezoning Only	1	IV-E	Hazardous Materials Emergency Plan (if applicable)
All	1	IV-F	Application and Exhibits on CD-ROM

SPEC. EXCEPTIONS	COPIES	EXHIBIT	ITEM
All	1	IV-F	Narrative Re. Special Exception Request
All	1	IV-G	Site Plan
All	1	IV-H	Traffic Impact Analysis
Solar/wind	1	IV-I	Needs Documentation
Temp. Parking	1	IV-J	Need Analysis
Temp. Parking	1	IV-K	Traffic/Ped. Safety Plan
Consumption on prem.	1	IV-L	Affidavit
Harvesting of Cypress	1	IV-M-1	Aerial Photograph
Harvesting of Cypress	1	IV-M-2	Forest Management Plan
Joint Parking	1	IV-O-1	Notarized Statement
Joint Parking	1	IV-O-2	Agreements
Joint Parking	1	IV-O-3	Back-up Plan
Air. Land. Facility	1	IV-P	Certified List
Animals	1	IV-Q	Number & Type animals
Communication Towers	1	IV-R-1	Map showing all tower locations
Communication Towers	1	IV-R-2	Proof of attempt to use other facilities
Communication Towers	1	IV-R-3	Proof of attempt to inform others
Communication Towers	1	IV-R-4	Shared Tower Plan Agreement
Communication Towers	1	IV-R-5	Letter from Mosquito Control (if app.)
Communication Towers	1	IV-R-6	Letter from L.C. Port Authority (if app.)
Mobile Food Vendor Park	1	IV-S	Analysis of Off-Site Impacts

GENERAL – EXPLANATORY NOTES

ALL APPLICANTS MUST PAY THE APPLICATION FEE SET FORTH IN THE CITY OF BONITA SPRINGS EXTERNAL FEES AND CHARGES MANUAL.

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.

PART I – EXPLANATORY NOTES

- 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:
- 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. 4-193(a)(1)b. for rules.
 - 7) Where the property is a subdivision, refer to Sec. 4-193 (a)(1)c. for rules.
 - 8) Rezoning initiated by the Mayor and City Council on property not owned by the City.
- B. Relationship of applicant to owner: Except for City-Initiated rezonings, if the applicant is not the owner of the property, a **notarized** authorization form from the owner to the applicant must be submitted. If the application IS City-initiated, then attach to the application a copy of the "Green Sheet" whereby the action was authorized. Label this submittal as Exhibit I-B.
- C. Name of owner (s): see F. below
- D. Date property was acquired by present owner(s). If City-initiated rezoning and does not own the property or have it under contract for purchase, enter "Not Applicable".
- E. If the request is City-initiated and the City is not purchasing the property, enter "Not Applicable".
- F. Name of Owner(s): Except for City-Initiated rezonings, 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. If City-initiated, enter "Not Applicable".

PART II – EXPLANATORY NOTES

- 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 said property on city maps or aerial photographs. Also include the Section, Township, Range, and parcel number(s). If the application includes multiple abutting parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different zoning requests are made on individual parcels. Label the legal description as Exhibit II-A-1.

A survey or a certified sketch of description as set out in Chapter 5J-17.053, F.A.C., 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, as set out in Chapter 5J-17.053, F.A.C. 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 County Clerk's office.

NOTE: 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 sketch to be submitted.

- 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) 335-1630.
- 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. Facilities
 - 1. Fire District: Insert the name of the Fire District in which the property is located.
 - 2. Sewer Service Supplier: List the name of the utility company or package plant which will be providing sanitary sewer service to the project. If a new private disposal plant is proposed or if septic systems will be used, so indicate.
 - 3. Potable Water Service Supplier: List the name of the utility company which will be providing potable water service to the project. If wells are to be utilized, so indicate.
- G. Present Use of Property: Briefly describe the present use of the property.
- H. Property Restrictions: The application must include a copy of the deed restrictions or other types of covenants and restrictions on the parcel, along with a statement as to how the restrictions may affect the requested action. If there are no restrictions on the property, the applicant must indicate so on the application form.

PART III – EXPLANATORY NOTES

- A. 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 is 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 City of Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.

PART IV – EXPLANATORY NOTES

- Neighborhood Meetings: Neighborhood meetings are mandatory for applications for rezoning and special exception requests. The city shall not process an application if the applicant has not conducted a neighborhood meeting. The applicant shall conduct a neighborhood meeting prior to filing its application with the city. The applicant shall include a written summary of the pre-application neighborhood meeting, as well as copies of all documents and exhibits that the applicant presented during the neighborhood meeting, with its initial application filing. The written summary shall include a list of those in attendance, a summary of the issues related to the development proposal discussed, comments by those in attendance about the development proposal, and any other information the applicant deems appropriate. The applicant shall conduct a second neighborhood meeting within 30 days after the city has deemed the application to be

sufficient and submit a post-sufficiency summary. Applications will not be scheduled for public hearings until the post-sufficiency meeting summary is submitted. **[Sec 4-28(c)]**

- **Property Owners Map: *City-initiated requests*:** A complete list of all property owners, and their mailing addresses, for all property within the area described. For the purpose of this subsection, names and addresses of property owners will be deemed to be those appearing on the latest tax rolls of the county. Label as Exhibit I-B-3.
- **Surrounding Property Owners List:** A complete list of all property owners, and their mailing addresses, for all property within three hundred seventy-five (375) feet [five hundred (500) feet if for a COP] of the perimeter of the subject property or the portion thereof that is the subject of the request. Names and addresses of property owners shall be deemed to be those appearing on the latest tax rolls of the County. The applicant is responsible for the accuracy of such list. This list is for the purpose of confirming mailed notices by the applicant to property owners within 375 feet or 500 feet of the property described as set forth in Section 4-229. **[Sec 4-194(a)(6)]**. Label as Exhibit IV-A.
- **Surrounding 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) [five hundred (500) feet if for a Consumption on Premises permit] 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 IV-B.
- **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 IV- C.
- **Narrative Statement (Rezoning Only):** Label as Exhibit IV-D. State the basis or reason(s) for the requested action and address the following issues
 - a. Whether there exists an error or ambiguity which must be corrected;
 - b. Whether urban services, as defined in the Bonita Plan, are, or will be, available and adequate to serve a proposed land use change, when reviewing a proposed change to a future urban area category;
 - c. Whether a proposed change is intended to rectify errors on the official zoning map;
 - d. Whether there exist changed or changing conditions that make approval of the request appropriate;
 - e. Whether the request is consistent with the goals, objectives, policies, and intent of the Bonita Plan;
 - f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use;
 - g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources;
 - h. Whether the request will be compatible with existing or planned uses;
 - i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property;
 - j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use as set forth in LDC Chapter 4.
- **Narrative Statement (Special Exceptions Only):** Label as Exhibit IV-E. State the basis or reason(s) for the requested action and address issues d through j above.
- **Site Plans (Special Exceptions only):** Label as Exhibit IV-F. Request for a Special Exception **MUST** include a site plan detailing the proposed use, including where applicable:
 - a. The location and current use of all existing structures on the site, as well as those on adjacent properties within one hundred (100) feet of the perimeter boundaries of the site; and
 - b. All proposed structures and uses to be developed on the site; and
 - c. Any existing public streets, easements or land reservations within the site and the proposed means of vehicular access to and from the site; and
 - d. A traffic impact analysis for the development consistent with the Zoning Traffic Impact Statement (ZTIS) Guidelines; and
 - e. Proposed fencing and screening, if any; and
 - f. Any other reasonable information which may be required by the Director commensurate with the intent and purpose of the regulations.
- **ADDITIONAL REQUIREMENTS FOR CERTAIN SPECIAL EXCEPTIONS:** Certain Special Exceptions have specific requirements for additional submittals. Refer to the appropriate sections as indicated: Solar or Wind Energy Modifications:
 - Temporary Parking Lots:
 - Consumption on Premises:
 - Harvesting of Cypress:
 - Joint Parking:
 - Communication Towers:
 - Aircraft Landing Facilities - Private:
 - Animals:
 - Farm Labor Housing:
 - Mobile Food Vendor Park:
 - Dock Slips and Associated Structures:

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

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

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

<u>Name and Address</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name, Address, and Office</u>	<u>Percentage of Stock</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name and Address</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name and Address</u>	<u>Percentage of Ownership</u>

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.

<u>Name, Address, & Office (if applicable)</u>	<u>Percentage of Stock</u>

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.

<u>Name and Address</u>

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.

STATE OF: _____ COUNTY OF: _____

Signature: _____

Signatory's Printed Name: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence ☐ or online notarization, this _____ (day) of _____, (month) _____ (year), by _____ (name of person making statement).

Signature of Notary Public - State of Florida: _____

Name of Notary Typed, Printed, or Stamped: _____

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MCRV ENTERPRISES LLC

Filing Information

Document Number	L23000545042
FEI/EIN Number	93-4883708
Date Filed	12/08/2023
State	FL
Status	ACTIVE

Principal Address

2011 SEAGROVE STREET
UNIT 605
ESTERO, FL 33928

Mailing Address

2011 SEAGROVE STREET
UNIT 605
ESTERO, FL 33928

Registered Agent Name & Address

RANIERI, VINCE
2011 SEAGROVE STREET
UNIT 605
ESTERO, FL 33928

Authorized Person(s) Detail

Name & Address

Title MBR

SUNSHINE CLEAN LLC
2316 S US 421
ZIONSVILLE, IN 46077

Annual Reports

Report Year	Filed Date
2024	03/04/2024

Document Images

January 18, 2025

City of Bonita Springs CD
9220 Bonita Beach Road
Suite 111
Bonita Springs, FL 34135

Ms. Zizzo and CD Planning team,

Per your insufficiency letter re: SPE24-118448-BOS dated January 10, 2025, I am writing and providing the details in response to items 1a, 1b, and 2a, for our proposed Tommy's Express carwash located at 28731 S Tamiami Trail, Bonita Springs, FL, 34135.

The property was purchased by our "Real Estate Holding Company", named:

MCRV ENTERPRISES LLC
20111 SEAGROVE ST
UNIT 605
ESTERO FL 33928

MCRV Enterprises is our organization that is purchasing all of the physical land and assets, while we have an "Operations Holding Company" (named BRHD Enterprises, LLC) that will be responsible for all business operations. Both entities are 100% owned by Sunshine Clean, LLC. Sunshine Clean, LLC is owned and operated by 4 equal partners/members/companies each with a 25% ownership position in Sunshine Clean, LLC (as illustrated on pages 20 and 21 of the Sunshine Clean, LLC Operating Agreement attached). This company structure was established with legal guidance and in compliance with all US laws and IRS guidelines.

Real Estate Holding Company:

MCRV Enterprises, LLC will own the physical land and building of the franchise entity, and MCRV is 100% owned by Sunshine Clean, LLC. Sunshine Clean, LLC is owned in 25% increments by 4 equal-ownership partners/members/companies, owned by Chris Henry/Florida Clean, LLC, Michael Deck/Naples Clean, LLC, Rodney Bucher/Bucher Enterprises, LLC, and Vincent Ranieri/Southwest Clean, LLC.

Operations Holding Company:

BRHD Enterprises, LLC will own operations of the franchise entity, and BRHD is 100% owned by Sunshine Clean, LLC. Sunshine Clean, LLC is owned in 25% increments by 4 equal-ownership partners/members/companies, owned by Chris Henry/Florida Clean, LLC, Michael Deck/Naples Clean, LLC, Rodney Bucher/Bucher Enterprises, LLC, and Vincent Ranieri/Southwest Clean, LLC.

I am attaching the following documents to support the details above:

- Operating agreement for MCRV
- Operating agreement for BRHD
- Operating agreement for Sunshine Clean

Thus, in response to questions 1a and 2a, the owner of the land and the name of the applicant are effectively one and the same organization, with Vince Ranieri having legal signing authority for all entities. In response to question 1b, I have included a copy of Sunshine Clean, LLC's Operating agreement granting equal signing authorization to Vince Ranieri (and each respective owner/member).

We hope this, along with the additional details that our team will be providing in response to all other items detailed in the insufficiency letter, will satisfy the city's requests and that we can begin our journey to being a long-standing, valued contributor to the City of Bonita Springs!

Respectfully,

A handwritten signature in black ink, appearing to read 'V. Ranieri', with a stylized flourish at the end.

Vince Ranieri
Owner/Member, Sunshine Clean, LLC
317-753-4588
vranieri4588@gmail.com

MCRV Enterprises LLC

A Florida LLC

OPERATING AGREEMENT

DECEMBER 8, 2023

**MCRV ENTERPRISES LLC
OPERATING AGREEMENT
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OPERATING AGREEMENT FOR

MCRV ENTERPRISES LLC,

a Florida Limited Liability Company

This Operating Agreement is made and entered into as of December 8, 2023, by and among MCRV Enterprises LLC, a Florida limited liability company (the “**Company**”) and the Persons initially signing this Operating Agreement as members, and any Person who is subsequently admitted as a member of the Company pursuant to, in accordance with, and who agrees to be bound by the terms of this Operating Agreement. Each such Person is sometimes referred to individually in this Operating Agreement as a **Member**, and all such Persons are sometimes collectively referred to in this Operating Agreement as the **Members**.

ARTICLE I

DEFINITIONS

1.1 “Act” means the Florida Revised Limited Liability Act and those rules therein.

1.2 “Admitted Member” means any Person who either acquires Shares directly from the Company and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement, or any Person who acquires Shares from a Member and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement

1.3 “Articles” mean the Articles of Organization for the Company.

1.4 “Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, adjusted as follows:

1.4.1 The initial Asset Value of any property contributed to the Company shall be the asset’s fair market value as determined at the time of contribution by the Company and the contributing Member.

1.4.2 The Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Company, at the following times:

- a. the acquisition of Shares by a new Member or the acquisition of additional Shares by an existing Member in exchange for more than a de minimis capital contribution;
- b. the distribution by the Company of more than a de minimis amount of cash or other property to a retiring or continuing Member as consideration for the retirement of all or part of that Member’s Shares; or
- c. in connection with the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g).

1.4.3 The Asset Value of any asset distributed to a Member shall be adjusted to equal the fair market value of that asset on the date of distribution as determined by the Company.

1.4.4 The Asset Value of Company assets shall be increased or decreased, as appropriate, to reflect any adjustments to the adjusted basis of those assets pursuant to IRC § 734(b) or IRC § 743(b), but only to the

extent that the adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m) or **Section 5.2.7** herein. However, no adjustment shall be made pursuant to this subsection (d) if the adjustment has been made under any other subsection under this **Section 1.4**.

1.5 “Bureau” means the Florida Secretary of State or its successor.

1.6 “Capital Account” means the capital account maintained for a Member pursuant to **Section 3.4** herein.

1.7 “Capital Contribution” means, regarding any Member, the amount of money and the initial Asset Value of any property (including any membership interest in any other LLC) contributed to the Company by the Member. Capital Contribution shall include each Member’s initial Capital Contribution and any additional Capital Contributions.

1.8 “Capital Contribution Date” means the date on which a Member makes a Capital Contribution.

1.9 “Company Minimum Gain” shall have the meaning ascribed to the term “partnership minimum gain” in Treas. Reg. § 1.704-2(b)(2).

1.10 “Company Nonrecourse Deductions” shall have the meaning ascribed to the term in Treas. Reg. § 1.704-2(c).

1.11 “IRC” means the Internal Revenue Code of 1986, as amended.

1.12 “Member” means the Person or Persons initially signing this Operating Agreement as a Member or any Person who is subsequently admitted as an Admitted Member of the Company pursuant to and in accordance with this Operating Agreement.

1.13 “Member Nonrecourse Debt Minimum Gain” means an amount determined in accordance with Treas. Reg. § 1.704-2(i)(3) with respect to each Member Nonrecourse Debt that would be Company Minimum Gain if the Member Nonrecourse Debt were a “nonrecourse liability” as that term is defined in Treas. Reg. § 1.704-2(b)(3).

1.14 “Member Nonrecourse Debt” means what is ascribed to the term “partner nonrecourse debt” in Treas. Reg. § 1.704-2(b)(4).

1.15 “Member Nonrecourse Deductions” means what is ascribed to the term “partner nonrecourse deductions” in Treas. Reg. § 1.704-2(i)(2).

1.16 “Membership Interest” means a Member’s rights in the Company including, without limitation, the right to receive distributions and the right to vote or participate in the management of the business and affairs of the Company to the extent such rights are granted under the Act or this Operating Agreement.

1.17 “Permanent Disability.” A natural Person shall be deemed to suffer from a Permanent Disability if that Member is determined by a medical doctor who is board certified and licensed to practice medicine in the state of Florida that this Person, because of a medically determined disease, injury, sickness, or other mental or physical disability, is unable to perform substantially all of his or her regular duties for the Company or is otherwise substantially limited in one or more life activities such that the person is unable to work full time in either case for a period of 6 consecutive months or cumulatively for any period of 12 months in any 24-month period.

1.18 “Person” means an individual, a partnership, a limited liability company, a trust, a custodian, an estate, an association, a corporation, a governmental entity, or any other legal entity.

1.19 “Profits and Losses” means an amount equal to the Company’s taxable income or loss for the fiscal year determined under IRC § 703(a) and Treas. Reg. § 1.703-1, adjusted as follows:

1.19.1 All items of income, gain, loss, or deduction required to be separately stated pursuant to IRC § 703(a)(1) shall be included.

1.19.2 Tax-exempt income as described in IRC § 705(a)(1)(B) realized by the Company during the fiscal year shall be included.

1.19.3 Expenditures of the Company described in IRC § 705(a)(2)(B) for the fiscal year, including items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(j) as items described in IRC § 705(a)(2)(B), shall be taken into account as if they were deductible items.

1.19.4 Items that are specially allocated to the Members under **Sections 5.2** and **5.3** shall be excluded.

1.19.5 Regarding property (other than money) that has been contributed to the capital of the Company, Profit and Loss shall be computed in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(g) by computing depreciation, amortization, gain, or loss on the Asset Value of the property on the books of the Company.

1.19.6 Regarding any property of the Company that has been revalued as required or permitted by regulations under IRC § 704(b), Profit or Loss shall be determined based on the Asset Value of the property as determined in the revaluation.

1.19.7 The difference between the adjusted basis for federal income tax purposes and the fair market value of any Company asset shall be treated as gain or loss from the disposition of the asset if (i) any new or existing Member acquires an additional interest in the Company in exchange for a contribution to the capital of the Company or (ii) the Company asset is distributed to a Member as consideration for a partial redemption of the Member’s Shares (and corresponding Membership Interest percentage) in the Company or in “liquidation” (as this term is defined in Treas. Reg. § 1.704-1(b)(2)(ii)(g)) of the Company’s Shares.

1.20 “Shares” is the term used to represent a Member’s ownership of a Membership Interest in the Company.

1.21 “Tax Matters Member” shall have the meaning ascribed to the term “Tax Matters Partner” under IRC § 6231(a)(7). The Tax Matters Member is also the **“Partnership Representative”**.

1.22 “Transfer” shall have the meaning ascribed to that term in **Section 10.1** of this Operating Agreement.

1.23 “Treas. Reg. or Treas. Regs.” means the Treasury Regulations promulgated under the Internal Revenue Code as the context requires.

1.24 “Vote” shall have the meaning ascribed to this term in the Act.

Additional terms are defined within this Operating Agreement.

ARTICLE II

ORGANIZATION

2.1 Formation. The Company has been organized as a member-managed Florida limited liability company by the filing of the Articles as required by the Act. As provided in **Article VIII**, the business and affairs of the Company shall be managed by or under the authority of Members.

2.2 Name. The name of the Company is stated on the first page of this Operating Agreement. The name of the Company may be changed by an amendment to the Articles. The Company may also use one or more assumed or trade names.

2.3 Purpose; Powers. The Company has been formed for the purpose enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The Company shall commence on the date of filing of the Articles with the Bureau and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

2.5 Registered Office and Resident Agent. The registered office and resident agent of the Company shall be as designated in the initial or amended Articles. The registered office or resident agent may be changed from time to time by the Members. Any such change shall be made in accordance with the requirements of the Act. If the resident agent resigns, the Members shall promptly appoint a successor.

2.6 No Liability of Managers and Members. Unless otherwise provided by law or in this Operating Agreement, a Member of the Company is not liable for the acts, debts, or obligations of the Company.

ARTICLE III

MEMBERSHIP

3.1 Membership Interests. Each Member's ownership of a Membership Interest in the Company shall be represented by certificated or uncertificated Shares. The number of Shares owned by each Member is set forth in **Schedule 3.1**, as such Schedule may be amended from time to time. Each Share owned by a Member shall be equivalent to a one (1) percent Membership Interest.

3.2 Initial Capital Contributions. Each Person initially signing this Operating Agreement as a Member has made or will make an initial contribution to the capital of the Company as set forth in **Schedule 3.2**.

3.3 Additional Capital Contributions. If the Members determine that additional funds are needed for the working capital of the Company, a capital call shall be made on the Members and the following provisions shall apply:

3.3.1 The Company shall issue a written notice of capital request ("**Notice of Capital Request**") to each Member to contribute additional capital to the Company in an amount and form the Company shall determine. The Notice of Capital Request shall include the following information:

- a. the total amount of capital requested from all of the Members ("**Total Capital Request**")

b. each Member's share of the Total Capital Request, which shall be determined by multiplying the Total Capital Request by a fraction, the numerator of which shall be the number of Shares owned by the Member and the denominator of which shall be the total number of Shares owned by all Members (**"Member Capital Contribution"**)

c. the date on or before which the Member Capital Contribution shall be due, which the date shall not be less than 30 calendar days from the date of the Notice of Capital Request

Should any Member neglect, fail, or refuse to timely contribute any portion of the Member's Capital Contribution (**"Delinquent Member"**), all the Members shall be so notified by the Company(**"Member Notice"**), and the other Members who have paid their Member's Capital Contribution in full (**"Nondelinquent Members"**) shall have the option to contribute the Delinquent Member's Capital Contribution on a pro-rata basis in accordance with the then respective Shares of each other Nondelinquent Member as compared to the total Shares of all Nondelinquent Members. If any Nondelinquent Member neglects, fails, or refuses to contribute its pro-rata share of the Delinquent Member's Capital Contribution within 30 calendar days of its receipt of the Member Notice, all other Nondelinquent Members shall have the right to contribute the remaining deficiency in the Delinquent Member's Capital Contribution on a pro-rata basis (for all the other Nondelinquent Members and in the manner provided above). This procedure shall be repeated until the Delinquent Member's Capital Contribution is satisfied or all Nondelinquent Members fail to contribute any additional capital.

3.3.2 On the making of an additional Capital Contribution, the Shares of the Members shall be adjusted so that the Shares of each Member and each Member's Capital Account shall be adjusted in accordance with **Section 1.4(d)** of this Operating Agreement before the additional Capital Contribution and then shall equal an amount determined by the following formula:

$$\frac{\text{(Capital Account of each Member's additional Capital Contribution / Total Capital Accounts of all Members after additional Capital Contribution)}}{\text{Total Shares}} \times$$

3.4 Member Capital Accounts.

3.4.1 The Company shall maintain a separate Capital Account for each Member. Each Member's Capital Account shall be

a. increased for (i) the amount of cash and the Asset Value of any property contributed by the Member, (ii) the amount of any Company liabilities assumed by the Member or are secured by any property distributed to the Member, and (iii) the Member's distributive share of any of the Company's Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement;

b. decreased for (i) the amount of any cash and the Asset Value of any property distributed to the Member, (ii) the amount of any liabilities of the Member assumed by the Company or are secured by any property contributed by the Member to the Company, and (iii) the Member's distributive share of any Losses of the Company and any items in the nature of expenses, losses, or deductions that are specifically allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement; and

c. credited, in the case of an increase, or debited, in the case of a decrease, for the Member's share of any adjustment to the adjusted basis of Company assets pursuant to IRC § 734(b) or IRC § 743(b) to the extent provided under Treas. Reg. § 1.704-1(b)(2)(iv)(m).

3.4.2 All of the provisions stated above regarding the establishment and maintenance of Capital Accounts are intended to comply with Treas. Reg. § 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with the Treasury Regulation. The Members agree that the Company may make any adjustments to the Capital Accounts that may be necessary or appropriate to comply with the Treasury Regulation.

3.5 No Rights to Company Assets. Except as may otherwise be expressly provided in this Operating Agreement or under the Act, no Member is entitled to receive any interest or return on any contributions to the Company or on the Member's Capital Account, nor does any Member have any interest, right, or claim in or to any of the Company's assets.

3.6 Borrowing. The Company may borrow money from any source, including any Member, on terms and conditions acceptable to the Company. However, if the Company desires to borrow money from a Member, the Company shall give all of the Members the opportunity to participate in the loan on a pro-rata basis (in accordance with the number of shares held by each Member).

3.7 Admission of New Members. The Members may, by unanimous vote, pursuant to and in accordance with the terms of this Operating Agreement, admit as an Admitted Member, any Person determined by the Members to satisfy the criteria established by the Members, in their sole and absolute discretion, for membership in the Company. The Person shall, before being admitted as an Admitted Member of the Company and as a condition to admission, execute any document or documents required by the Company, agree to be and become a Member of the Company, and agree to be bound by the terms of this Operating Agreement. The Company may issue additional Shares in the Company to an Admitted Member on the terms and conditions and for whatever consideration, if any, the Members may unanimously determine.

3.8 No Right of Withdrawal. No Member shall have any right to withdraw from the Company as a Member nor any right to receive any payment or distribution from the Company on any actual or purported withdrawal. Each Member agrees not to withdraw, and each Member waives any right to withdraw and any right to receive any payment or distribution on withdrawal provided for under the Act.

3.9 Non-Disparagement. Both during and after any Person is a Member, the Member(s) hereby agree to not make any statements, representations or opinions, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, that would, or is reasonably likely to, disparage, criticize, ridicule, create a negative impression of, or in any way be harmful to the business or business reputation of the Company or its subsidiaries or affiliates, or their respective successors and assigns, or current and former officers, directors, shareholders, partners, members, managers, employees, agents and consultants (or any person acting in a similar capacity). A violation or threatened violation of this prohibition may be enjoined by court order. The rights afforded the Company under this provision are in addition to any and all rights and remedies otherwise afforded by law. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Member from making factual statements required by applicable law, regulation or legal process. The Member(s) hereby agree that the restrictions contained within **this Section 3.9** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

3.10 Non-Compete. Both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, in one or a series of transactions, own, manage, operate, control, invest, or acquire an interest in, or lend, afford, or furnish money or assistance to, financial or otherwise, or organize, direct, counsel, or advise anyone or otherwise engage or participate in, whether as a proprietor, partner,

member, stockholder, lender, director, officer, employee, joint venturer, investor, lessor, supplier, customer, or other participant, in any business that is competitive, whether directly or indirectly, with the Company in any geographical area in which the Company is doing business. Further, both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, solicit, induce, influence, or attempt to solicit, induce, or influence any customers, clients, or joint venturers of the Company; solicit, induce, influence, or attempt to solicit, induce, or influence for any business endeavor any employee, stockholder, member, partner, joint venturer, lessor, or supplier of the Company to discontinue or reduce or modify the extent of their relationship with the Company; or otherwise divert or attempt to divert from the Company any business whatsoever or interfere with any business relationship between the Company and any other person or entity. The Member(s) hereby agree that the restrictions contained within **this Section 3.10** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

ARTICLE IV

ADMINISTRATION

4.1 Books of Account. At all times during the continuance of the Company, the Company shall keep or cause to be kept full and true books of account reflecting each of the Company's transactions. These books of account, together with a list of the name and address of each Member; a copy of the Articles; copies of the Company's financial statements and federal, state, and local tax returns; reports for the three most recent fiscal years; a copy of this Operating Agreement; and copies of records that would enable a Member to determine the Member's Shares shall be maintained at all times at the Company's registered office. These books shall be open to reasonable inspection and examination by the Members at the Company's registered office, during reasonable business hours, on reasonable notice to the Company. The Company may engage certified public accountants to assist in the preparation of the Company's books and financial statements and to render any other services the Company requests.

4.2 Reports. The Company shall furnish to each Member within 90 days after the end of each fiscal year, or as soon as practical, an annual report of the Company's business and operations during the year, together with any information as may be necessary for the preparation of each Member's federal and state income or other tax returns. The annual report shall contain a copy of the Company's annual financial statement showing the Company's gross receipts and expenses and profit or loss and their allocations to each Member for the year.

4.3 Fiscal Year and Accounting Method. The fiscal year of the Company shall be determined in accordance with IRC § 706(b) and the regulations promulgated under it. The Company's books and records shall be kept on the cash or accrual method.

4.4 Checks. All checks, drafts, orders for the payment of money, notes, or evidences of indebtedness issued in the name of the Company shall be signed by one or more Officers or agents of the Company, as shall be determined by the Members.

4.5 Tax Matters Member; Member Tax Returns.

4.5.1 As used in this Operating Agreement, the Tax Matters Member shall be that person who is designated as the Company's Tax Matters Member by the Members.

4.5.2 Each Member shall reflect on that Member's income tax returns all items of income, gain, loss, deduction, or credit relating to the Company, its property, or its business in a manner that is consistent with the treatment of those items on the Company returns.

ARTICLE V

PROFIT AND LOSS ALLOCATIONS

5.1 Allocation of Profits and Losses. After the application of **Sections 5.2 and 5.3**, Profits and Losses for each fiscal year (or any portion thereof) shall be allocated among the Members on a pro-rata basis, in accordance with the number of Shares held by each Member.

5.2 Regulatory Allocations. The following regulatory allocations shall be made in the following order of priority:

5.2.1 Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(f)(1), if there is a net decrease in Company Minimum Gain for any fiscal year, each Member shall be specially allocated items of Company income or gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to that Member's share of the net decrease in Company Minimum Gain determined under Treas. Reg. § 1.704-2(g). This **Section 5.2.1** shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirements of Treas. Reg. § 1.704-2(f).

5.2.2 Member Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any fiscal year, each Member who has a share of that Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(4). The items to be allocated shall be determined in accordance with Treas. Reg. § 1.704-2(f)(6). This **Section 5.2.2** shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirement of Treas. Reg. § 1.704-2(i)(4).

5.2.3 Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, as quickly as possible, to the extent required by the Treasury Regulations, the deficit capital account of the Member after the Member's Capital Account is (a) credited for any amounts the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5) and (b) debited for those items described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), and (6). However, an allocation under this **Section 5.2.3** shall only be made if and to the extent that the Member would have a deficit capital account (as adjusted in the manner provided for here) after all other allocations provided for in this **Article V** have been tentatively made as if this **Section 5.2.3** were not in this Agreement.

5.2.4 Gross Income Allocation. If any Member has a deficit Capital Account at the end of any fiscal year that is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to any provision of this Operating Agreement and (ii) the amount the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of the excess as quickly as possible, provided that an allocation pursuant to this **Section 5.2.4** shall be made only if and to the extent that the Member would have a deficit Capital Account in excess of this sum after all other allocations provided for in this **Article V** have been made as if **Section 5.2.3** and this **Section 5.2.4** were not in the Operating Agreement.

5.2.5 Company Nonrecourse Deductions. Any Company Nonrecourse Deductions shall be allocated among the Members on a pro-rata basis in accordance with the number of Shares held by each Member.

5.2.6 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions shall be specially allocated to the Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which Member Nonrecourse Deductions are attributable. This **Section 5.2.6** shall be interpreted and applied in a manner consistent with Treas. Reg. § 1.704-2(i)(1).

5.2.7 IRC 754 Adjustments. To the extent an adjustment to adjusted tax basis of any Company Asset pursuant to IRC § 734(b) or IRC § 743(b) is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of the Member's Shares in the Company, the amount of the adjustment to Capital Accounts shall be treated as an item of gain or loss, as applicable, and the gain or loss shall be specially allocated to the Members in accordance with their Membership Interest in the Company if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies or to the Member to whom the distribution was made if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

5.3 Curative Allocations. The allocations in **Section 5.2** are necessary to comply with the requirements of the Treasury Regulations. To the maximum extent possible, the regulatory allocations made pursuant to **Section 5.2** shall be offset by other items of the Company income, gain, loss, or deduction so that, after the offsetting allocations are made, the Members' Capital Account balances are, to the extent possible, equal to the Capital Account balances the Members would have if the regulatory allocations were not made and all items of income, gain, loss, deduction, or credit were allocated in accordance with each Member's respective Shares.

5.4 Allocations Regarding Contributed Property. In accordance with IRC § 704(c) and the Treasury Regulations under it, items of income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by any Member shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Asset Value for Capital Account purposes. Whenever the Capital Accounts of Members are required to be adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f) or (g) with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss, and deduction, including, without limitation, depreciation with respect to the asset, shall take into account any variation between the then-existing adjusted tax basis of the asset and the Asset Value as adjusted of the asset, as the computations may be required under IRC § 704(b) and (c) and the regulations promulgated under them.

5.5 Interpretation. The Members intend that the allocations of the Company's Profits and Losses shall be applied in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it. The provisions of this **Article V** shall be interpreted in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it.

ARTICLE VI

DISTRIBUTIONS

6.1 Nonliquidating Distributions.

6.1.1 Subject to **Section 6.3**, distributions may be made to the Members (pro rata, in accordance with each Member's respective Shares) in the amounts or forms and at the times determined by the Members.

6.2 Liquidating Distributions. If the Company is dissolved under **Article XII** or is liquidated within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g), in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2), all liquidating distributions shall be made to the Members who have positive Capital Accounts, in accordance with the positive Capital Account balances, but only after the Capital Accounts have been adjusted for all prior contributions and distributions and all allocations under **Article V** for all fiscal years (including the fiscal year during which the liquidation occurs).

6.3 Restrictions on Distributions. Except as otherwise permitted under the Act, no distribution (nonliquidating or liquidating) shall be made if, after giving the distribution effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities. The effect of the distribution shall be measured at the times set forth in the Act.

ARTICLE VII

MEMBER VOTING AND MEETINGS

7.1 Member Voting. Subject to the terms and provisions of this Operating Agreement, each Share is entitled to one (1) vote on each matter submitted to a vote of the Members. A vote may be cast orally or in writing as determined by the Member presiding over the meeting. Except as otherwise provided by the Articles or this Operating Agreement, any and all actions, decisions, and approvals of the Members shall require the affirmative vote of a majority of the outstanding Shares.

7.2 Meetings. A meeting of the Members may be called by one (1) or more Members holding at least 51 percent of the total outstanding Shares. Any such Member or Members shall provide each of the Members with written notice of the time, place, and purposes of any meeting not less than 5, and nor more than 30, business days before the scheduled date of any meeting.

7.3 Participation in Meetings. A Member may participate in any meeting of the Members by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants. Participation in a meeting by a conference telephone or by other similar communications equipment by a Member constitutes presence of the Member in person at the meeting. A Member may, in writing, waive notice of the time, place, and purpose of any meeting either before or after any meeting is held.

7.4 Adjournment of Meetings. Any meeting of the Members may be adjourned to another time or place by a majority vote of the Shares present, regardless of whether such Shares constitute a majority of the outstanding Shares at the time of the adjournment. If a meeting is adjourned, notice of the adjourned meeting is not required to be given if the time and the place of the adjourned meeting is announced at the meeting at which the adjournment occurs. The Members may transact any business at the adjourned meeting that might have been transacted at the original meeting.

7.5 Actions by Written Consent. Any action required or permitted by the Act, the Articles, or this Operating Agreement to be taken at any meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a written consent setting forth the action taken is signed by the Members who collectively own a majority of the outstanding Shares entitled to vote.

7.6 Deadlock Resolution. Where the results of a vote have resulted in a deadlock whereby there is no affirmative vote of a majority of the outstanding Shares as required by **Section 7.1** and the voting Members cannot agree on a matter regarding the Company, and the deadlock continues for ten (10) calendar days, the Members hereby agree that a reasonably practicable substitute to a judicial remedy for such deadlock is to have the matter determined by the toss of a coin.

ARTICLE VIII

MANAGEMENT

8.1 Management by Members. As provided in the Act, the business of the Company shall be managed by the Members, subject to the provisions in this Operating Agreement restricting or enlarging the management rights and duties of any Member or group of Members.

8.2 Actions, Decisions, and Approvals of Members. Any and all actions, decisions, and approvals of the Members shall be made and given in accordance with **Section 7.1** of this Operating Agreement.

8.3 Restrictions on Individual Authority. Notwithstanding the agency authority of the Members, the Members agree with the Company and each other that no Member, acting individually, shall have the power or authority to act on behalf of or bind the Company, to authorize any action to be taken by the Company, to act as agent for the Company, or to incur any liability or expense on behalf of the Company, unless the power or authority has been delegated to the Member by a written resolution duly adopted by the Members in accordance with the provisions of **Section 7.1** of this Operating Agreement and then only to the extent expressly provided for in the resolution.

8.4 Day-to-Day Operations. The ordinary day-to-day operations of the Company shall be managed by the Members, acting individually or as a group, as the Members may, from time to time, perform or agree to perform, subject, however, to the other provisions and restrictions of this Operating Agreement.

ARTICLE IX

INDEMNIFICATION; EXCULPATION OF LIABILITY

9.1 Indemnification. The Company shall indemnify, defend, and hold harmless a Member who was or is a party or is threatened to be made to be a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that the Member is or was a member of the Company. The Member shall be indemnified against all losses, expenses, claims, and demands (including attorney fees, judgments, penalties, fines, and amounts paid in settlement) actually and reasonably incurred by the Member in connection with the action, suit, or proceeding except for the receipt of a financial benefit to which the Member is not entitled, or for a knowing violation of law.

9.2 Monetary Liability of Member. A Member shall not be monetarily liable to the Company or its Members for that Member's breach of any duty established in the Act except, however, that the Member shall not be so absolved of liability and shall be liable for the receipt of a financial benefit to which such individual is not entitled for liability or for a knowing violation of law.

ARTICLE X
TRANSFER OF SHARES

10.1 Restrictions on Transfers of Shares.

10.1.1 The Members each agree that they will not voluntarily, involuntarily, or by operation of law sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of (“**Transfer**”) part or all of the Shares they now own or may acquire at a later time, except pursuant to the terms provided herein. Any Transfer or attempted Transfer in violation of this **Article X** shall be null and void and of no effect whatsoever except as provided in **Article XI**.

Any certificate representing Shares owned by a Member shall conspicuously bear the following legend:

THE OWNERSHIP, ENCUMBRANCE, PLEDGE, ASSIGNMENT, SALE, TRANSFER, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO THE RESTRICTIONS IN AN OPERATING AGREEMENT BETWEEN THE MEMBER, THE COMPANY, AND THE OTHER MEMBERS. THAT AGREEMENT CONTAINS CERTAIN RIGHTS AND OPTIONS OF THE COMPANY AND THE OTHER MEMBERS TO PURCHASE THIS MEMBERSHIP INTEREST. A COPY OF THE OPERATING AGREEMENT IS ON FILE AT THE OFFICE OF THE COMPANY. ANY ENCUMBRANCE, PLEDGE, ASSIGNMENT, SALE, TRANSFER, OR OTHER DISPOSITION OF THIS MEMBERSHIP INTEREST CONTRARY TO THE OPERATING AGREEMENT SHALL BE NULL AND VOID AND OF NO EFFECT WHATSOEVER.

In the event of the dissolution of a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity, the successors in interest of the dissolved Member shall, for the purposes of winding up the affairs of the dissolved Member, have the rights of a mere assignee of the Member’s membership interest in the Company, as provided in the Act, and shall not become an additional or substitute Member.

Any direct or indirect transfer or assignment of any direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, trust, or any other entity that (taking into account any prior transfers or assignments) results in the Member being controlled by a Person or Persons other than the Person or Persons that controlled the Member when the Member first became a Member shall be deemed a Transfer of the Shares of the Member and therefore subject to all of the terms of this **Article X**. In addition, any encumbrance, pledge, or other collateral assignment of a direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity that, if the pledgee or other assignee were to exercise its right to acquire the interest, would (taking into account any prior transfers or assignments described above and any prior pledges, encumbrances, or collateral assignments) result in the Member being controlled by a Person or Persons other than the Person or Persons that control the Member when that Member first became a Member, shall be deemed a Transfer of the Shares of the Member and therefore shall also be subject to all of the restrictions and provisions of this **Article X**.

10.1.2 Notwithstanding the foregoing to the contrary, a Member may Transfer the Member's Shares to a revocable trust created for the benefit of and subject to the exclusive dominion and control of the Member during the lifetime of the Member (a "**Permitted Trust Transfer**"), provided that the Permitted Trust Transfer is made in accordance with the terms of **Section 10.4**. The Shares held shall be subject to and shall be bound and governed by all of the provisions of this Operating Agreement. On a Permitted Trust Transfer and the execution by the trustee (or trustees) of a written agreement, in form and substance satisfactory to the Company, pursuant to which the trustee (or trustees) agree to be bound by the terms of this Operating Agreement, the trustee (or trustees) of any such trust shall automatically be admitted as an Admitted Member in accordance with the terms of **Section 10.4**.

10.2 Transferee's Rights. Notwithstanding the Transfer of part or all of the Shares owned by a Member, whether or not in compliance with the provisions of this **Article X**, under no circumstances shall any transferee be admitted as an Admitted Member except in accordance with the terms of **Section 10.4**. No transferee shall have any right to vote on or participate in the management or affairs of the Company, unless and until the transferee qualifies and is admitted as an Admitted Member in accordance with the terms of **Section 10.4**. A transferee who is not admitted as an Admitted Member shall be entitled only to the profits, losses, and distributions allocated to the Shares under this Operating Agreement.

10.3 Transferor's Rights. A Member who Transfers all or part of the Shares owned by the Member shall no longer have any rights regarding the Shares transferred (even if the transferee is not admitted as an Admitted Member) but shall continue to have all of the liabilities and obligations regarding the Shares even if the liabilities and obligations are assumed by the transferee. A Member shall cease to be a Member in the Company on the Transfer of all of the Shares owned by the Member whether or not the transferee is admitted as an Admitted Member.

10.4 Admission of Admitted Member.

10.4.1 A transferee pursuant to a Permitted Trust Transfer shall automatically be admitted as an Admitted Member unless:

- a. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the termination of the Company for federal income tax purposes;
- b. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the Company not qualifying for an exemption from the registration requirements of federal or any applicable state securities law;
- c. the Transfer otherwise would, in the opinion of counsel satisfactory to the Company, result in any adverse tax consequence to the Company or the Members;
- d. the Transfer will be to a "foreign person" as that term is defined in the Foreign Investment Real Property Tax Act of 1980, as amended; or
- e. the Transfer will result in the default under a loan agreement or other material agreement to which the Company or any of its assets are subject.

10.4.2 No other transferee shall be admitted as an Admitted Member unless and until:

- a. the Members unanimously consent to the transferee's admission as an Admitted Member;

b. the transferee shall furnish to the Company the transferee's taxpayer identification number and any and all other information necessary or appropriate for the Company to file any and all required federal and state tax forms and returns; and

c. the transferee executes a written agreement, in form satisfactory to the Company, pursuant to which the transferee agrees to be bound by all of the terms of this Operating Agreement.

10.5 Mandatory Offer to Sell in Case of a Bona Fide Offer.

10.5.1 If a Member desires, for any reason, to Transfer any of the Shares then owned by the Member pursuant to an offer to purchase the Shares received from another Person ("**Bona Fide Offer**"), the Member shall immediately provide the Company and the other Members with written notice, together with a copy of the Bona Fide Offer, if it is in writing, and any and all related information (including any related documents). For a period of 60 calendar days following the receipt of the notice and information, or for a period of 30 calendar days following the determination of the Purchase Price under the terms of this **Article X**, whichever is longer, the Company shall have the exclusive right and option ("**First Option**"), but not the obligation, to elect to purchase all of the Shares subject to the Bona Fide Offer either at the same price and terms as in the Bona Fide Offer or at the price provided in **Section 10.11.1** and the terms in **Sections 10.12, 10.13, and 10.14** of this Operating Agreement. The Company shall be free to select either alternative or neither in its sole and absolute discretion. If the Company fails to exercise the First Option, for an additional 60 calendar day period, the other Members of the Company shall have the exclusive right and option ("**Second Option**"), but not the obligation, to purchase all of the Shares subject to the Bona Fide Offer on a Pro-Rata Basis either at the same price and terms as in the Bona Fide Offer or at the price provided in **Section 10.11.1** and terms provided in **Sections 10.12, 10.13, and 10.14** of this Operating Agreement. If the Members fail to exercise the Second Option as provided above, the Member desiring to sell the Shares may sell them subject to the Bona Fide Offer to the purchaser named in the Bona Fide Offer but only if the sale is made strictly in accordance with all of the terms of the Bona Fide Offer. However, if the sale pursuant to the Bona Fide Offer is not consummated within 60 calendar days following the expiration of the Second Option, the Member desiring to sell the Shares must once again give the Company the First Option and the other Members the Second Option to purchase the Shares on a Pro Rata Basis before any Transfer of any Shares pursuant to that or any other Bona Fide Offer. If either the First Option or Second Option is exercised and the terms of the Bona Fide Offer are selected by the purchaser, the sale of Shares shall be closed in the time frame provided for within the Bona Fide Offer or at any time within 60 calendar days following the exercise of the option at the sole election of the party exercising that option.

10.5.2 The terms of **Section 10.5** shall not apply to any transaction subject to **Article XI** of this Operating Agreement.

10.5.3 For the purposes of **Article X** of this Operating Agreement, "**Pro-Rata Basis**" with reference to the purchase of any Shares of a selling Member by the remaining Members, means that basis of sharing pursuant to the unanimous written agreement of the remaining Members or, absent that agreement, pursuant to each of the remaining Members' respective percentage interests in the outstanding Shares of the Company (excluding the Shares owned by the selling Member), and if one or more of the remaining Members declines to purchase the Member's entire share of the Shares being sold, unpurchased Shares shall again be offered to the remaining Shareholders (other than any declining Member) in accordance with their revised respective percentage interests (excluding any Shares of the selling Member or any declining Member), and the foregoing process shall be repeated until all of the remaining Shares of the selling Member to be purchased by the remaining Members are purchased.

10.6 Mandatory Offer to Sell in Absence of a Bona Fide Offer or on Another Triggering Event. If any Member desires, for any reason, to Transfer any of the Shares then owned by the Member in the absence of a Bona Fide Offer or automatically on the occurrence of any of the triggering events set forth in **Sections 10.7, 10.8 or 10.9**, the Member's legal representative or successor shall immediately provide the Company and the other Members with written notice and, on the occurrence of any such triggering event, the Member shall be deemed to have made an offer to sell all of the Member's Shares at the price and on the terms as provided in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement. For a period of 60 calendar days following the receipt of the written notice, or within a 30 calendar day period following the determination of the Purchase Price under the terms of this **Article X**, whichever is longer, the Company shall have the exclusive right and option, but not the obligation, to purchase all of the Member's Shares at the price and on the terms in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement. If the Company fails to exercise this option, for an additional 30 calendar day period the other Members of the Company shall have the exclusive right and option, but not the obligation, to purchase the Shares not acquired by the Company on the same price and terms as available to the Company. Any purchase of Shares by the other Members of the Company shall be made on a Pro-Rata Basis. If the other Members fail to exercise their option to purchase the Shares, the Member desiring to sell the Shares shall not be permitted to Transfer the Shares unless and until the Member obtains a Bona Fide Offer for the Shares and complies with **Section 10.5** and, until such time, all of the Shares shall continue to be subject to all of the terms of **Article X**.

10.7 Involuntary Transfers. Each Member agrees that if a Member suffers any involuntary Transfer or purported involuntary Transfer of part or all of that Member's Shares, including, but not limited to, any Transfer or purported Transfer resulting from bankruptcy, insolvency, divorce, or otherwise, that Member shall immediately provide the Company and all other Members with written notice and the Member shall be deemed to have made on the date of that event an offer to sell all of the Member's Shares pursuant to **Section 10.6** and the Company and other Members shall have the option, but not the obligation, to acquire the Shares in the manner set forth in **Section 10.6**. For the purpose of this **Section 10.7**, an involuntary Transfer shall be deemed to have occurred at the moment a petition in bankruptcy is filed by or against the Member, a petition seeking the appointment of a receiver over the Member's property is filed by or against the Member, or a complaint of divorce is filed by or against the Member.

10.8 Death and Permanent Disability. Each Member who is a natural Person and each Member that is a trust agree for that Member and the Member's legal representatives or successors (including the successor trustee (or trustees) of a trust holding the Shares pursuant to a Permitted Trust Transfer) that on the death or Permanent Disability of that Member who is a natural Person or of the natural Person who is trustee of such trust, an offer to sell all of the Member's Shares will be deemed to have been made pursuant to **Section 10.6** and the Company and the other Members shall have the option to acquire those Shares in the manner set forth in **Section 10.6**. Further, immediately upon the death or Permanent Disability of that Member, their rights to vote as provided in **Article VII**, but not their equity, shall pass equally to the other Member(s).

10.9 Termination of Employment or Association. If a Member who is a natural Person or a natural Person who is the trustee of a trust that is a Member is employed by or otherwise actively involved in the Company's business, whether as a manager, officer, independent contractor, or otherwise, and that natural Person resigns, is terminated, is removed, is no longer performing services for the Company, or is no longer actively involved in the business of the Company, whether for cause, without cause, voluntarily, involuntarily, or for any reason or no reason whatsoever, an offer to sell all of such Member's Shares shall be deemed to have been made pursuant to **Section 10.6** of this Operating Agreement and the Company and other Members shall have the option to acquire such Shares in the manner set forth in **Section 10.6**.

10.10 Deadlock. If any matter submitted to a vote of the Members fails to be approved by the Members (“**Deadlock**”), the Members shall engage in good faith discussions to resolve the Deadlock. If, after 30 calendar days, the Deadlock is still not resolved by the required vote of the Members, the Deadlock shall be submitted to one or more mediators selected by the Members. If, after an additional 30 calendar days, the Deadlock is still not resolved with the required vote of the Members, for an additional 10 calendar days, any Member may deliver to the other Members a written offer to sell the Member’s Shares to the other Members on a Pro-Rata Basis for the Book Value of the Shares or to purchase the Shares of the other Members on a Pro-Rata Basis for the Fair Market Value of the Shares. The other Members shall then have for an additional 10 calendar days the exclusive right and option, but not obligation, to in writing either accept the Member’s offer to sell the Shares to the other Members or to accept the Member’s offer to purchase the Shares of the other Members. If the other Members reject the offer or fail to unanimously accept it within this period, the Member making the initial offer shall then have for an additional 10 calendar days the exclusive right and option to elect in writing to require the other Members to either purchase the Member’s Shares at their Book Value or to require the other Members to sell their Shares at their Fair Market Value. Any sale and purchase of the Shares under this **Section 10.10** shall be on the terms in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement.

10.11 Purchase Price.

10.11.1 The Purchase Price to be paid on the purchase and sale of Shares sold pursuant to **Sections 10.5.1 - 10.10** of this Operating Agreement shall be the Book Value of the Shares, meaning the amount equal to the Capital Account balance of the Member holding the Shares. However, the Member’s Capital Account shall be adjusted to exclude any adjustments made to the Member’s Capital Account pursuant to either **Section 1.4(b)** or **Section 1.4(d)** as of the last day of the month preceding the offer to sell or deemed offer to sell. If the parties to the transaction cannot agree on the Book Value of the Shares within 30 calendar days of the date of the offer or deemed offer, as appropriate, the certified public accountant customarily retained by the Company shall, in accordance with generally accepted accounting principles, consistently applied, determine the Book Value of the Shares. This determination shall be final and binding on all parties and enforceable by the issuance of the appropriate orders by a court of competent jurisdiction.

10.12 Payment of Purchase Price. The Purchase Price shall be paid in full by a certified or bank cashier’s check at the Closing (as defined in **Section 10.13**) or, at the sole election of the Company or Members purchasing the Shares, the Purchase Price shall be paid by the delivery of a certified or bank cashier’s check in an amount equal to 20 percent of the Purchase Price and the balance shall be paid pursuant to a nonnegotiable promissory note of the Company (the “**Note**”) providing for equal annual payments of principal, together with accrued interest, over the following 5-year period beginning on the first anniversary of the Closing. The Note, which shall be executed and delivered at Closing, shall provide for interest equal to the prime rate of interest published in the Wall Street Journal as of the date of the Note, which the rate of interest shall be adjusted thereafter on each anniversary of the Note to the prime rate published by the Wall Street Journal. The Note shall also provide that it may be prepaid without penalty, in whole or in part, at any time and from time to time. On default in any payment due under the Note for over 30 calendar days, the holder of the Note shall have the option to declare the entire unpaid balance immediately due and payable.

10.13 Closing. The sale and purchase of Shares pursuant to this **Article X** shall be consummated at a closing (the “**Closing**”) to be held within 60 calendar days following the determination of the Purchase Price. The Member selling the Shares is sometimes referred to as the “**Seller**” and the Company or Member purchasing the Shares is sometimes referred to as the “**Purchaser**”.

10.13.1 The Closing shall take place at the principal office of the Company or at another place the parties to the transaction may agree to in writing.

10.13.2 The date and time of the Closing shall be established by the Company, which shall provide written notice to the Seller at least seven calendar days before the Closing.

10.13.3 At the Closing, the Purchaser shall pay for the Shares in the manner provided by **Section 10.12** and the Seller shall execute and deliver (a) any certificates representing all of the Shares to be sold, duly endorsed for transfer, free and clear of all liens, encumbrances, and claims whatsoever and (b) such form (or forms) of assignment and other documents required by the Purchaser to legally and completely sell, transfer, and assign the Shares to the Purchaser.

10.13.4 If the Seller protests the Closing, does not attend the Closing, or otherwise does not deliver the appropriate certificates and/or assignments at the Closing,

- a. the sale, transfer, and assignment of the Shares shall nonetheless occur and be effective without the requirement of any action being taken by the Seller,
- b. the Purchase Price (and cash and/or Note, as applicable) shall be deposited with the Company, and
- c. the Company shall be entitled to and shall automatically and unilaterally adjust its books to reflect that the Shares have in fact been sold, transferred, and assigned to the Purchaser.

10.13.5 Each Member is irrevocably appointed as Seller’s true and lawful attorney in fact with the power to execute and deliver in the Seller’s place and stead all certificates, instruments, and documents necessary or incidental to the sale, transfer, and assignment of the Shares at the Closing. This power of attorney is irrevocable and is coupled with an interest and does not terminate on the Seller’s disability, but continues as long as this Operating Agreement is in effect.

10.14 Setoff. If any amount is or becomes payable by the Seller to the Purchaser, the Purchaser shall have the option to elect to reduce, on a dollar-for-dollar basis, any amount due or payable to the debtor Member under this Operating Agreement or otherwise by any such amount due or payable by the Seller to the Purchaser. This elective right of setoff shall be cumulative and in addition to any and all additional remedies to which the Purchaser may be entitled at law or equity.

ARTICLE XI

SALE OF THE COMPANY

If the Company receives an offer to purchase all or substantially all of the assets of the Company or an offer to be a party to a merger, a share exchange, or other combination, or if one or more Members who own, individually or together, more than 50 percent of the outstanding Shares (the “**Controlling Member(s)**”) receive an offer to purchase the Shares of the Controlling Member(s), the Controlling Member(s) may determine that:

- a. The terms and restrictions in **Article 10** shall not apply to such transaction.
- b. Each other Member shall cooperate fully in any such transaction and execute any document that may be desired or required and to take any other action and do any other thing that may be desired or required.
- c. At the option of the Controlling Member(s), each other Member shall sell the Member's Shares to the Company, the Controlling Member(s), or to the Person offering to purchase the Shares of the Controlling Member(s) at the price and on the terms provided in the offer.
- d. Any liability of the Members for post-closing adjustments and indemnification shall be shared by the Members, among themselves, by contribution, according to their respective Shares unless otherwise agreed to by the Members.

ARTICLE XII

DISSOLUTION

12.1 Dissolution of Company. The Company shall be dissolved and its affairs wound up on the first to occur of any one of the following:

- 12.1.1** the time, if any, specified in the Articles;
- 12.1.2** the happening of the event, if any, specified in the Articles;
- 12.1.3** the unanimous vote of the Member(s);
- 12.1.4** the filing of a Certificate of Dissolution, or its equivalent, with the Bureau; or
- 12.1.5** the entry of a decree of judicial dissolution.

12.2 Winding Up. On the dissolution of the Company, the Members shall promptly commence the winding up of the Company's business and affairs pursuant to and in accordance with the Act. All Company assets remaining after payment to creditors of the Company (including any Members who are creditors) shall be distributed to the Members in accordance with **Article VI**.

ARTICLE XIII

MISCELLANEOUS

13.1 Amendments. This Operating Agreement may only be amended only as follows:

13.1.1 Any amendment (other than in connection with the admission of an Admitted Member) that will (a) materially adversely affect (i) a Member's right to receive distributions or the timing or amount of the distributions, (ii) the amount of Profits or Losses allocated to a Member, or (iii) the voting rights of a Member or (b) result in or create any additional liabilities or obligations regarding any Member must be approved, and this Operating Agreement may be amended, only if approved by the Member that will be adversely affected.

13.1.2 Any other amendment may be approved, and this Operating Agreement may be amended, by a majority vote of the Members.

13.2 Waiver of Breach. The waiver of a breach of any provision of this Operating Agreement shall not operate as, or be construed as, a waiver of any subsequent breach. Each and every right, remedy, and power granted to any party by this Agreement or allowed it by law shall be cumulative and not exclusive of any other.

13.3 Severability. If any of the provisions of this Operating Agreement or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Operating Agreement or its application.

13.4 Entire Operating Agreement. The Articles and this Operating Agreement (the “**Organizational Documents**”) constitute the entire agreement among the parties pertaining to affairs of the Company and the conduct of its business. The Organizational Documents supersede and terminate any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations, and discussions, whether oral or written, between the parties pertaining to the affairs of the Company and the conduct of its business.

13.5 Interpretation. Where appropriate in this Operating Agreement, words used in the singular shall include the plural, and words used in the masculine include the masculine, feminine, and neuter.

13.6 Assignment and Delegation. The rights and obligations of the parties under this Operating Agreement may not be assigned or delegated.

13.7 Notice. All notices required to be sent pursuant to this Operating Agreement shall be personally delivered or mailed by certified or registered mail to the addresses of the Members indicated in the Company’s books. Notice of a Member’s change of address shall be mailed by certified mail to the Company’s registered office.

13.8 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding that any party is or may later become domiciled in a different state or jurisdiction.

13.9 Counterparts. This Operating Agreement may be executed in duplicate original counterparts, and all copies of this Operating Agreement so executed shall be deemed to be one Operating Agreement.

13.10 Securities Laws. Each Member acknowledges and represents the following:

13.10.1 that the Shares have not been registered under the Securities Act of 1933, as amended, or under the securities acts of any state in reliance on applicable exemptions under those laws, and may not be assigned or otherwise transferred without registration or an exemption, and

13.10.2 notwithstanding any provisions in this Operating Agreement, that no Shares may be offered or sold and no transfer of any Shares will be made, either by the Company or the Members, unless:

- i. the Shares are registered under the Securities Act of 1933 and any applicable state securities laws, or
- ii. an opinion of counsel for the Company is obtained to the effect that registration is not necessary.

13.11 Equitable Relief. Member(s) agree that the Company would be irreparably injured and would not have an adequate remedy at law if a Member(s) breached any of the covenants contained herein, including **Sections 3.9 and 3.10**. If any such breach occurs, the Company shall be entitled to injunctive relief, in addition to such

other remedies and relief that would, in the event of a breach of the provisions of this Agreement, be available to the Company. In the event of such a breach, in addition to any other remedies, the Company shall be entitled to receive from Member(s) payment of, or reimbursement for, its reasonable attorney fees and disbursements incurred in enforcing any such provision(s).

13.12 Conflicts of Interest. THE MEMBERS ACKNOWLEDGE THAT THE COUNSEL WHO PREPARED THIS AGREEMENT IS LEGAL COUNSEL FOR THE COMPANY AND THAT THEY (A) HAVE BEEN ADVISED THAT THEY SHOULD SEEK THE ADVICE OF THEIR OWN INDEPENDENT COUNSEL, INCLUDING TAX COUNSEL, AND (B) HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF SUCH COUNSEL. THE MEMBERS WAIVE ANY AND ALL CLAIMS THEY MAY HAVE AGAINST LEGAL COUNSEL PREPARING THE AGREEMENT, INCLUDING ANY AND ALL CLAIMS OF ANY POSSIBLE CONFLICT OF INTEREST REGARDING THIS AGREEMENT OR ITS PREPARATION.

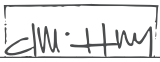
Signatures on the following page.

The parties have signed this, the Operating Agreement of MCRV Enterprises LLC, effective as of the date first written above.

COMPANY:

MCRV Enterprises LLC, a Florida limited liability company

MEMBER:

/s/ 

**Sunshine Clean LLC,
Christopher Henry, Member of Florida Clean LLC,
Member of Sunshine Clean LLC**

SCHEDULE 3.1

Each share is equal to 1% membership interest.

<u>MEMBER</u>	<u>SHARES</u>
Sunshine Clean LLC	100

SCHEDULE 3.2

<u>MEMBER</u>	<u>CAPITAL CONTRIBUTION</u>
Sunshine Clean LLC	\$100.00

Sunshine Clean LLC Operating Agreement

An Indiana LLC

NOVEMBER 13, 2023

**SUNSHINE CLEAN LLC
OPERATING AGREEMENT
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OPERATING AGREEMENT FOR SUNSHINE CLEAN LLC

an Indiana Limited Liability Company

This Operating Agreement is made and entered into as of November 13, 2023, by and among Sunshine Clean LLC, an Indiana limited liability company (the “**Company**”) and the Persons initially signing this Operating Agreement as members, and any Person who is subsequently admitted as a member of the Company pursuant to, in accordance with, and who agrees to be bound by the terms of this Operating Agreement. Each such Person is sometimes referred to individually in this Operating Agreement as a **Member**, and all such Persons are sometimes collectively referred to in this Operating Agreement as the **Members**.

ARTICLE I

DEFINITIONS

1.1 “Act” means the Indiana Business Flexibility Act and those rules therein.

1.2 “Admitted Member” means any Person who either acquires Shares directly from the Company and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement, or any Person who acquires Shares from a Member and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement

1.3 “Articles” mean the Articles of Organization for the Company.

1.4 “Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, adjusted as follows:

1.4.1 The initial Asset Value of any property contributed to the Company shall be the asset’s fair market value as determined at the time of contribution by the Company and the contributing Member.

1.4.2 The Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Company, at the following times:

- a. the acquisition of Shares by a new Member or the acquisition of additional Shares by an existing Member in exchange for more than a de minimis capital contribution;
- b. the distribution by the Company of more than a de minimis amount of cash or other property to a retiring or continuing Member as consideration for the retirement of all or part of that Member’s Shares; or
- c. in connection with the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g).

1.4.3 The Asset Value of any asset distributed to a Member shall be adjusted to equal the fair market value of that asset on the date of distribution as determined by the Company.

1.4.4 The Asset Value of Company assets shall be increased or decreased, as appropriate, to reflect any adjustments to the adjusted basis of those assets pursuant to IRC § 734(b) or IRC § 743(b), but only to the

extent that the adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m) or **Section 5.2.7** herein. However, no adjustment shall be made pursuant to this subsection (d) if the adjustment has been made under any other subsection under this **Section 1.4**.

1.5 “Bureau” means the Indiana Secretary of State or its successor.

1.6 “Capital Account” means the capital account maintained for a Member pursuant to **Section 3.4** herein.

1.7 “Capital Contribution” means, regarding any Member, the amount of money and the initial Asset Value of any property (including any membership interest in any other LLC) contributed to the Company by the Member. Capital Contribution shall include each Member’s initial Capital Contribution and any additional Capital Contributions.

1.8 “Capital Contribution Date” means the date on which a Member makes a Capital Contribution.

1.9 “Company Minimum Gain” shall have the meaning ascribed to the term “partnership minimum gain” in Treas. Reg. § 1.704-2(b)(2).

1.10 “Company Nonrecourse Deductions” shall have the meaning ascribed to the term in Treas. Reg. § 1.704-2(c).

1.11 “IRC” means the Internal Revenue Code of 1986, as amended.

1.12 “Majority” means, in the context of voting, a minimum of Members owning seventy-five percent (75%) of the Company.

1.13 “Member” means the Person or Persons initially signing this Operating Agreement as a Member or any Person who is subsequently admitted as an Admitted Member of the Company pursuant to and in accordance with this Operating Agreement.

1.14 “Member Nonrecourse Debt Minimum Gain” means an amount determined in accordance with Treas. Reg. § 1.704-2(i)(3) with respect to each Member Nonrecourse Debt that would be Company Minimum Gain if the Member Nonrecourse Debt were a “nonrecourse liability” as that term is defined in Treas. Reg. § 1.704-2(b)(3).

1.15 “Member Nonrecourse Debt” means what is ascribed to the term “partner nonrecourse debt” in Treas. Reg. § 1.704-2(b)(4).

1.16 “Member Nonrecourse Deductions” means what is ascribed to the term “partner nonrecourse deductions” in Treas. Reg. § 1.704-2(i)(2).

1.17 “Membership Interest” means a Member’s rights in the Company including, without limitation, the right to receive distributions and the right to vote or participate in the management of the business and affairs of the Company to the extent such rights are granted under the Act or this Operating Agreement.

1.18 “Permanent Disability.” A natural Person shall be deemed to suffer from a Permanent Disability if that Member is determined by a medical doctor who is board certified and licensed to practice medicine in the state of Indiana that this Person, because of a medically determined disease, injury, sickness, or other mental or physical disability, is unable to perform substantially all of his or her regular duties for the Company or is otherwise substantially limited in one or more life activities such that the person is unable to work full time in

either case for a period of 6 consecutive months or cumulatively for any period of 12 months in any 24-month period.

1.19 “Person” means an individual, a partnership, a limited liability company, a trust, a custodian, an estate, an association, a corporation, a governmental entity, or any other legal entity.

1.20 “Profits and Losses” means an amount equal to the Company’s taxable income or loss for the fiscal year determined under IRC § 703(a) and Treas. Reg. § 1.703-1, adjusted as follows:

1.20.1 All items of income, gain, loss, or deduction required to be separately stated pursuant to IRC § 703(a)(1) shall be included.

1.20.2 Tax-exempt income as described in IRC § 705(a)(1)(B) realized by the Company during the fiscal year shall be included.

1.20.3 Expenditures of the Company described in IRC § 705(a)(2)(B) for the fiscal year, including items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(j) as items described in IRC § 705(a)(2)(B), shall be taken into account as if they were deductible items.

1.20.4 Items that are specially allocated to the Members under **Sections 5.2** and **5.3** shall be excluded.

1.20.5 Regarding property (other than money) that has been contributed to the capital of the Company, Profit and Loss shall be computed in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(g) by computing depreciation, amortization, gain, or loss on the Asset Value of the property on the books of the Company.

1.20.6 Regarding any property of the Company that has been revalued as required or permitted by regulations under IRC § 704(b), Profit or Loss shall be determined based on the Asset Value of the property as determined in the revaluation.

1.20.7 The difference between the adjusted basis for federal income tax purposes and the fair market value of any Company asset shall be treated as gain or loss from the disposition of the asset if (i) any new or existing Member acquires an additional interest in the Company in exchange for a contribution to the capital of the Company or (ii) the Company asset is distributed to a Member as consideration for a partial redemption of the Member’s Shares (and corresponding Membership Interest percentage) in the Company or in “liquidation” (as this term is defined in Treas. Reg. § 1.704-1(b)(2)(ii)(g)) of the Company’s Shares.

1.21 “Shares” is the term used to represent a Member’s ownership of a Membership Interest in the Company.

1.22 “Tax Matters Member” shall have the meaning ascribed to the term “Tax Matters Partner” under IRC § 6231(a)(7). The Tax Matters Member is also the **“Partnership Representative”**.

1.23 “Transfer” shall have the meaning ascribed to that term in **Section 10.1** of this Operating Agreement.

1.24 “Treas. Reg. or Treas. Regs.” means the Treasury Regulations promulgated under the Internal Revenue Code as the context requires.

1.25 “Vote” shall have the meaning ascribed to this term in the Act.

Additional terms are defined within this Operating Agreement.

ARTICLE II

ORGANIZATION

- 2.1 Formation.** The Company has been organized as a member-managed Indiana limited liability company by the filing of the Articles as required by the Act. As provided in **Article VIII**, the business and affairs of the Company shall be managed by or under the authority of Members.
- 2.2 Name.** The name of the Company is stated on the first page of this Operating Agreement. The name of the Company may be changed by an amendment to the Articles. The Company may also use one or more assumed or trade names.
- 2.3 Purpose; Powers.** The Company has been formed for the purpose enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.
- 2.4 Duration.** The Company shall commence on the date of filing of the Articles with the Bureau and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.
- 2.5 Registered Office and Resident Agent.** The registered office and resident agent of the Company shall be as designated in the initial or amended Articles. The registered office or resident agent may be changed from time to time by the Members. Any such change shall be made in accordance with the requirements of the Act. If the resident agent resigns, the Members shall promptly appoint a successor.
- 2.6 No Liability of Managers and Members.** Unless otherwise provided by law or in this Operating Agreement, a Member of the Company is not liable for the acts, debts, or obligations of the Company.

ARTICLE III

MEMBERSHIP

- 3.1 Membership Interests.** Each Member's ownership of a Membership Interest in the Company shall be represented by certificated or uncertificated Shares. The number of Shares owned by each Member is set forth in **Schedule 3.1**, as such Schedule may be amended from time to time. Each Share owned by a Member shall be equivalent to a one (1) percent Membership Interest.
- 3.2 Initial Capital Contributions.** Each Person initially signing this Operating Agreement as a Member has made or will make an initial contribution to the capital of the Company as set forth in **Schedule 3.2**.
- 3.3 Additional Capital Contributions.** If the Members determine that additional funds are needed for the working capital of the Company, a capital call shall be made on the Members and the following provisions shall apply:
- 3.3.1** The Company shall issue a written notice of capital request ("**Notice of Capital Request**") to each Member to contribute additional capital to the Company in an amount and form the Company shall determine. The Notice of Capital Request shall include the following information:
- a. the total amount of capital requested from all of the Members ("**Total Capital Request**")

b. each Member's share of the Total Capital Request, which shall be determined by multiplying the Total Capital Request by a fraction, the numerator of which shall be the number of Shares owned by the Member and the denominator of which shall be the total number of Shares owned by all Members (**"Member Capital Contribution"**)

c. the date on or before which the Member Capital Contribution shall be due, which the date shall not be less than 30 calendar days from the date of the Notice of Capital Request

Should any Member neglect, fail, or refuse to timely contribute any portion of the Member's Capital Contribution (**"Delinquent Member"**), all the Members shall be so notified by the Company (**"Member Notice"**), and the other Members who have paid their Member's Capital Contribution in full (**"Nondelinquent Members"**) shall have the option to contribute the Delinquent Member's Capital Contribution on a pro-rata basis in accordance with the then respective Shares of each other Nondelinquent Member as compared to the total Shares of all Nondelinquent Members. If any Nondelinquent Member neglects, fails, or refuses to contribute its pro-rata share of the Delinquent Member's Capital Contribution within 30 calendar days of its receipt of the Member Notice, all other Nondelinquent Members shall have the right to contribute the remaining deficiency in the Delinquent Member's Capital Contribution on a pro-rata basis (for all the other Nondelinquent Members and in the manner provided above). This procedure shall be repeated until the Delinquent Member's Capital Contribution is satisfied or all Nondelinquent Members fail to contribute any additional capital.

3.3.2 On the making of an additional Capital Contribution, the Shares of the Members shall be adjusted so that the Shares of each Member and each Member's Capital Account shall be adjusted in accordance with **Section 1.4(d)** of this Operating Agreement before the additional Capital Contribution and then shall equal an amount determined by the following formula:

$$\frac{(\text{Capital Account of each Member's additional Capital Contribution} / \text{Total Capital Accounts of all Members after additional Capital Contribution}) \times \text{Total Shares}}{\text{Total Shares}}$$

3.4 Member Capital Accounts.

3.4.1 The Company shall maintain a separate Capital Account for each Member. Each Member's Capital Account shall be

a. increased for (i) the amount of cash and the Asset Value of any property contributed by the Member, (ii) the amount of any Company liabilities assumed by the Member or are secured by any property distributed to the Member, and (iii) the Member's distributive share of any of the Company's Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement;

b. decreased for (i) the amount of any cash and the Asset Value of any property distributed to the Member, (ii) the amount of any liabilities of the Member assumed by the Company or are secured by any property contributed by the Member to the Company, and (iii) the Member's distributive share of any Losses of the Company and any items in the nature of expenses, losses, or deductions that are specifically allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement; and

c. credited, in the case of an increase, or debited, in the case of a decrease, for the Member's share of any adjustment to the adjusted basis of Company assets pursuant to IRC § 734(b) or IRC § 743(b) to the extent provided under Treas. Reg. § 1.704-1(b)(2)(iv)(m).

3.4.2 All of the provisions stated above regarding the establishment and maintenance of Capital Accounts are intended to comply with Treas. Reg. § 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with the Treasury Regulation. The Members agree that the Company may make any adjustments to the Capital Accounts that may be necessary or appropriate to comply with the Treasury Regulation.

3.5 No Rights to Company Assets. Except as may otherwise be expressly provided in this Operating Agreement or under the Act, no Member is entitled to receive any interest or return on any contributions to the Company or on the Member's Capital Account, nor does any Member have any interest, right, or claim in or to any of the Company's assets.

3.6 Borrowing. The Company may borrow money from any source, including any Member, on terms and conditions acceptable to the Company. However, if the Company desires to borrow money from a Member, the Company shall give all of the Members the opportunity to participate in the loan on a pro-rata basis (in accordance with the number of shares held by each Member).

3.7 Admission of New Members. The Members may, by unanimous vote, pursuant to and in accordance with the terms of this Operating Agreement, admit as an Admitted Member, any Person determined by the Members to satisfy the criteria established by the Members, in their sole and absolute discretion, for membership in the Company. The Person shall, before being admitted as an Admitted Member of the Company and as a condition to admission, execute any document or documents required by the Company, agree to be and become a Member of the Company, and agree to be bound by the terms of this Operating Agreement. The Company may issue additional Shares in the Company to an Admitted Member on the terms and conditions and for whatever consideration, if any, the Members may unanimously determine.

3.8 No Right of Withdrawal. No Member shall have any right to withdraw from the Company as a Member nor any right to receive any payment or distribution from the Company on any actual or purported withdrawal. Each Member agrees not to withdraw, and each Member waives any right to withdraw and any right to receive any payment or distribution on withdrawal provided for under the Act.

3.9 Non-Disparagement. Both during and after any Person is a Member, the Member(s) hereby agree to not make any statements, representations or opinions, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, that would, or is reasonably likely to, disparage, criticize, ridicule, create a negative impression of, or in any way be harmful to the business or business reputation of the Company or its subsidiaries or affiliates, or their respective successors and assigns, or current and former officers, directors, shareholders, partners, members, managers, employees, agents and consultants (or any person acting in a similar capacity). A violation or threatened violation of this prohibition may be enjoined by court order. The rights afforded the Company under this provision are in addition to any and all rights and remedies otherwise afforded by law. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Member from making factual statements required by applicable law, regulation or legal process. The Member(s) hereby agree that the restrictions contained within **this Section 3.9** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

3.10 Non-Compete and Non-Interference. Both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, in one or a series of transactions, own, manage, operate, control, invest, or acquire an interest in, or lend, afford, or furnish money or assistance to, financial or otherwise, or organize, direct, counsel, or advise anyone or otherwise engage or participate in, whether as a

proprietor, partner, member, stockholder, lender, director, officer, employee, joint venturer, investor, lessor, supplier, customer, or other participant, in any business that is competitive, whether directly or indirectly, with the Company in any geographical area in which the Company is doing business. Further, both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, solicit, induce, influence, or attempt to solicit, induce, or influence any customers, clients, or joint venturers of the Company; solicit, induce, influence, or attempt to solicit, induce, or influence for any business endeavor any employee, stockholder, member, partner, joint venturer, lessor, or supplier of the Company to discontinue or reduce or modify the extent of their relationship with the Company; or otherwise divert or attempt to divert from the Company any business whatsoever or interfere with any business relationship between the Company and any other person or entity. The Member(s) hereby agree that the restrictions contained within **this Section 3.10** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

3.11 Conflicts of Interest. Members should take all reasonable steps to avoid conflicts of interest with the Corporation. However, from time to time, a Member of the Corporation may have an actual or potential Conflict of Interest with the Corporation. A Conflict of Interest is a transaction with the corporation in which a Member of the corporation has a direct or indirect interest. A conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Members on the Board of Directors who have no direct or indirect interest in the transaction, but a conflict of interest transaction may not be authorized, approved, or ratified by a single Member. If a majority of the Members who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under **this Section**. A vote of the Members of the Corporation is required to authorize, approve, or ratify a transaction where there are not enough Members to vote to authorize, approve, or ratify the transaction who have no direct or indirect interest in the transaction. Entities owned or operated by Members wherein there is a conflict of interest and such entities existed and were in normal business operation prior to the formation of the Corporation are exempt from **this Section**.

3.12 Member as Fiduciary. The Members shall be fiduciaries to the Corporation in all acts as a Member of the Corporation. Members shall exercise due care in how they manage the Corporation's affairs and have a duty of loyalty to the Corporation.

ARTICLE IV

ADMINISTRATION

4.1 Books of Account. At all times during the continuance of the Company, the Company shall keep or cause to be kept full and true books of account reflecting each of the Company's transactions. These books of account, together with a list of the name and address of each Member; a copy of the Articles; copies of the Company's financial statements and federal, state, and local tax returns; reports for the three most recent fiscal years; a copy of this Operating Agreement; and copies of records that would enable a Member to determine the Member's Shares shall be maintained at all times at the Company's registered office. These books shall be open to reasonable inspection and examination by the Members at the Company's registered office, during reasonable business hours, on reasonable notice to the Company. The Company may engage certified public accountants to assist in the preparation of the Company's books and financial statements and to render any other services the Company requests.

4.2 Reports. The Company shall furnish to each Member within 90 days after the end of each fiscal year, or as soon as practical, an annual report of the Company's business and operations during the year, together with any information as may be necessary for the preparation of each Member's federal and state income or other tax returns. The annual report shall contain a copy of the Company's annual financial statement showing the Company's gross receipts and expenses and profit or loss and their allocations to each Member for the year.

4.3 Fiscal Year and Accounting Method. The fiscal year of the Company shall be determined in accordance with IRC § 706(b) and the regulations promulgated under it. The Company's books and records shall be kept on the cash or accrual method.

4.4 Checks. All checks, drafts, orders for the payment of money, notes, or evidences of indebtedness issued in the name of the Company shall be signed by one or more Officers or agents of the Company, as shall be determined by the Members.

4.5 Tax Matters Member; Member Tax Returns.

4.5.1 As used in this Operating Agreement, the Tax Matters Member shall be that person who is designated as the Company's Tax Matters Member by the Members.

4.5.2 Each Member shall reflect on that Member's income tax returns all items of income, gain, loss, deduction, or credit relating to the Company, its property, or its business in a manner that is consistent with the treatment of those items on the Company returns.

4.6 Partnership for Tax Purposes. The Corporation shall be taxed as a Partnership for federal tax purposes.

ARTICLE V

PROFIT AND LOSS ALLOCATIONS

5.1 Allocation of Profits and Losses. After the application of Sections 5.2 and 5.3, Profits and Losses for each fiscal year (or any portion thereof) shall be allocated among the Members on a pro-rata basis, in accordance with the number of Shares held by each Member.

5.2 Regulatory Allocations. The following regulatory allocations shall be made in the following order of priority:

5.2.1 Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(f)(1), if there is a net decrease in Company Minimum Gain for any fiscal year, each Member shall be specially allocated items of Company income or gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to that Member's share of the net decrease in Company Minimum Gain determined under Treas. Reg. § 1.704-2(g). This Section 5.2.1 shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirements of Treas. Reg. § 1.704-2(f).

5.2.2 Member Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any fiscal year, each Member who has a share of that Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(4). The items to be allocated shall be determined in accordance with Treas. Reg. § 1.704-2(f)(6). This Section 5.2.2 shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirement of Treas. Reg. § 1.704-2(i)(4).

5.2.3 Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, as quickly as possible, to the extent required by the Treasury Regulations, the deficit capital account of the Member after the Member's Capital Account is (a) credited for any amounts the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5) and (b) debited for those items described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), and (6). However, an allocation under this **Section 5.2.3** shall only be made if and to the extent that the Member would have a deficit capital account (as adjusted in the manner provided for here) after all other allocations provided for in this **Article V** have been tentatively made as if this **Section 5.2.3** were not in this Agreement.

5.2.4 Gross Income Allocation. If any Member has a deficit Capital Account at the end of any fiscal year that is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to any provision of this Operating Agreement and (ii) the amount the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of the excess as quickly as possible, provided that an allocation pursuant to this **Section 5.2.4** shall be made only if and to the extent that the Member would have a deficit Capital Account in excess of this sum after all other allocations provided for in this **Article V** have been made as if **Section 5.2.3** and this **Section 5.2.4** were not in the Operating Agreement.

5.2.5 Company Nonrecourse Deductions. Any Company Nonrecourse Deductions shall be allocated among the Members on a pro-rata basis in accordance with the number of Shares held by each Member.

5.2.6 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions shall be specially allocated to the Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which Member Nonrecourse Deductions are attributable. This **Section 5.2.6** shall be interpreted and applied in a manner consistent with Treas. Reg. § 1.704-2(i)(1).

5.2.7 IRC 754 Adjustments. To the extent an adjustment to adjusted tax basis of any Company Asset pursuant to IRC § 734(b) or IRC § 743(b) is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of the Member's Shares in the Company, the amount of the adjustment to Capital Accounts shall be treated as an item of gain or loss, as applicable, and the gain or loss shall be specially allocated to the Members in accordance with their Membership Interest in the Company if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies or to the Member to whom the distribution was made if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

5.3 Curative Allocations. The allocations in **Section 5.2** are necessary to comply with the requirements of the Treasury Regulations. To the maximum extent possible, the regulatory allocations made pursuant to **Section 5.2** shall be offset by other items of the Company income, gain, loss, or deduction so that, after the offsetting allocations are made, the Members' Capital Account balances are, to the extent possible, equal to the Capital Account balances the Members would have if the regulatory allocations were not made and all items of income, gain, loss, deduction, or credit were allocated in accordance with each Member's respective Shares.

5.4 Allocations Regarding Contributed Property. In accordance with IRC § 704(c) and the Treasury Regulations under it, items of income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by any Member shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax

purposes and its Asset Value for Capital Account purposes. Whenever the Capital Accounts of Members are required to be adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f) or (g) with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss, and deduction, including, without limitation, depreciation with respect to the asset, shall take into account any variation between the then-existing adjusted tax basis of the asset and the Asset Value as adjusted of the asset, as the computations may be required under IRC § 704(b) and (c) and the regulations promulgated under them.

5.5 Interpretation. The Members intend that the allocations of the Company's Profits and Losses shall be applied in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it. The provisions of this **Article V** shall be interpreted in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it.

ARTICLE VI

DISTRIBUTIONS

6.1 Nonliquidating Distributions. Subject to **Section 6.3**, distributions may be made to the Members in the amounts or forms and at the times as determined by a majority of the Members. Majority, for **this Section**, means a minimum of Members owning seventy-five percent (75%) of the Company.

6.2 Liquidating Distributions. If the Company is dissolved under **Article XII** or is liquidated within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g), in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2), all liquidating distributions shall be made to the Members who have positive Capital Accounts, in accordance with the positive Capital Account balances, but only after the Capital Accounts have been adjusted for all prior contributions and distributions and all allocations under **Article V** for all fiscal years (including the fiscal year during which the liquidation occurs).

6.3 Restrictions on Distributions. Except as otherwise permitted under the Act, no distribution (nonliquidating or liquidating) shall be made if, after giving the distribution effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities. The effect of the distribution shall be measured at the times set forth in the Act.

ARTICLE VII

MEMBER VOTING AND MEETINGS

7.1 Member Voting. Subject to the terms and provisions of this Operating Agreement, each Share is entitled to one (1) vote on each matter submitted to a vote of the Members. A vote may be cast orally or in writing as determined by the Member presiding over the meeting. Except as otherwise provided by the Articles or this Operating Agreement, any and all actions, decisions, and approvals of the Members shall require the affirmative vote of a majority of the outstanding Shares.

7.2 Meetings. A meeting of the Members may be called by one (1) or more Members holding at least 51 percent of the total outstanding Shares. Any such Member or Members shall provide each of the Members with written notice of the time, place, and purposes of any meeting not less than 5, and nor more than 30, business days before the scheduled date of any meeting.

7.3 Participation in Meetings. A Member may participate in any meeting of the Members by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants. Participation in a meeting by a conference telephone or by other similar communications equipment by a Member constitutes presence of the Member in person at the meeting. A Member may, in writing, waive notice of the time, place, and purpose of any meeting either before or after any meeting is held.

7.4 Adjournment of Meetings. Any meeting of the Members may be adjourned to another time or place by a majority vote of the Shares present, regardless of whether such Shares constitute a majority of the outstanding Shares at the time of the adjournment. If a meeting is adjourned, notice of the adjourned meeting is not required to be given if the time and the place of the adjourned meeting is announced at the meeting at which the adjournment occurs. The Members may transact any business at the adjourned meeting that might have been transacted at the original meeting.

7.5 Actions by Written Consent. Any action required or permitted by the Act, the Articles, or this Operating Agreement to be taken at any meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a written consent setting forth the action taken is signed by the Members who collectively own a majority of the outstanding Shares entitled to vote.

7.6 Deadlock Resolution. Where the results of a vote have resulted in a deadlock whereby there is no affirmative vote of a majority of the outstanding Shares as required by **Section 7.1** and the voting Members cannot agree on a matter regarding the Company, and the deadlock continues for ten (10) calendar days, the Members hereby agree that a reasonably practicable substitute to a judicial remedy for such deadlock is to have the matter determined by the toss of a coin.

ARTICLE VIII

MANAGER MANAGED

8.1 Management by Manager(s). As permitted by the Act, and unless otherwise determined, the business of the Company shall be managed by Managers, subject to the provisions in this Operating Agreement restricting or enlarging the management rights and duties of any Manager by affirmative vote of a majority of the Members.

8.2 Day-to-Day Operations. The ordinary day-to-day operations of the Company shall be managed by the Managers subject, however, to the other provisions and restrictions of this Operating Agreement and as may be determined by affirmative vote of a majority of the Members.

ARTICLE IX

INDEMNIFICATION; EXCULPATION OF LIABILITY

9.1 Indemnification. The Company shall indemnify, defend, and hold harmless a Member who was or is a party or is threatened to be made to be a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that the Member is or was a member of the Company. The Member shall be indemnified against all losses, expenses, claims, and demands (including attorney fees, judgments, penalties, fines, and amounts paid in settlement) actually and reasonably incurred by the Member in connection with the action, suit, or proceeding except for the receipt of a financial benefit to which the Member is not entitled, or for a knowing violation of law.

9.2 Monetary Liability of Member. A Member shall not be monetarily liable to the Company or its Members for that Member's breach of any duty established in the Act except, however, that the Member shall not be so absolved of liability and shall be liable for the receipt of a financial benefit to which such individual is not entitled for liability or for a knowing violation of law.

ARTICLE X

CERTIFICATES OF OWNERSHIP AND TRANSFER OF SHARES

10.1 Form of Certificates. Certificates representing ownership of the Corporation shall be in the form determined by the Board of Directors. All certificates issued shall be consecutively numbered, identify the percent of ownership of the Corporation, and identify the name of the Member. All certificates issued shall bear the following legend:

The ownership represented by this Certificate have not been registered under the Securities Act of 1933 (the "Act") or any state securities law. This Certificate shall not be sold, transferred, assigned, pledged, hypothecated or otherwise disposed of unless an effective registration statement under the Act and all applicable state securities laws is then in effect or, in the opinion of counsel for the Company, such registration is not necessary.

The ownership represented by this Certificate is restricted by, and the ownership represented by this Certificate is transferable only in compliance with, the provisions of the Corporation Operating Agreement and a separate Redemption Agreement entered into between the Corporation and each Member Owner. The holder of this Certificate takes the same and holds it subject to the terms and conditions of the Corporation Operating Agreement and the aforementioned Redemption Agreement and any transfer, sale, pledge, assignment, encumbrance, or other disposition in conflict therewith or in derogation thereof is void and of no legal force and effect or validity whatsoever.

10.2 Ownership Ledger. There shall be kept a ownership ledger in which shall be entered full and accurate records including the names and addresses of all Members, the percent of ownership of the Corporation held each Member and the date of issuance. All transfers of ownership shall be promptly reflected in the ownership ledger. Unless otherwise directed by the Board of Directors, the ownership ledger shall be kept at the principal office of the Corporation. The initial ownership ledger is attached hereto as **Schedule 3.1**.

10.3 Restriction on Transfer of Ownership. The Members each agree that they will not voluntarily, involuntarily, or by operation of law sell, transfer, assign, exchange, convey, pledge, encumber, whether absolute or as security, whether for valuable consideration or as a gift, or otherwise dispose of ("Transfer") part or all of the Shares they now own or may acquire at a later time, except pursuant to the terms provided herein. A Transfer shall not be deemed to include a transfer of shares to a surviving spouse or a living trust of which a Member serves as the sole trustee. **Members agree and consent to their ownership of the Company being subject to the terms of a separate written and signed Redemption Agreement.**

10.3.1 In the event of the dissolution of a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity, the successors in interest of the dissolved Member shall, for the purposes of winding up the affairs of the dissolved Member, have the rights of a mere assignee of the Member's membership interest in the Company, as provided in the Act, and shall not become an additional or substitute Member.

10.3.2 Any direct or indirect transfer or assignment of any direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, trust, or any other entity that (taking into account any prior transfers or assignments) results in the Member being controlled by a Person or Persons other than the Person or Persons that controlled the Member when the Member first became a Member shall be deemed a Transfer of the Shares of the Member and therefore subject to all of the terms of this **Article X**. In addition, any encumbrance, pledge, or other collateral assignment of a direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity that, if the pledgee or other assignee were to exercise its right to acquire the interest, would (taking into account any prior transfers or assignments described above and any prior pledges, encumbrances, or collateral assignments) result in the Member being controlled by a Person or Persons other than the Person or Persons that control the Member when that Member first became a Member, shall be deemed a Transfer of the Shares of the Member and therefore shall also be subject to all of the restrictions and provisions of this **Article X**.

10.3.3 Notwithstanding the foregoing to the contrary, a Member may Transfer the Member's Shares to a revocable trust created for the benefit of and subject to the exclusive dominion and control of the Member during the lifetime of the Member (a "**Permitted Trust Transfer**"), provided that the Permitted Trust Transfer is made in accordance with the terms of **Section 10.8**. The Shares held shall be subject to and shall be bound and governed by all of the provisions of this Operating Agreement. On a Permitted Trust Transfer and the execution by the trustee (or trustees) of a written agreement, in form and substance satisfactory to the Company, pursuant to which the trustee (or trustees) agree to be bound by the terms of this Operating Agreement, the trustee (or trustees) of any such trust shall automatically be admitted as an Admitted Member in accordance with the terms of **Section 10.8**.

10.4 Replacement Certificates. Replacement certificates will be issued at the request of the Member upon payment of any reasonable charge the Board of Directors may have established for a replacement certificate. In the event of a lost, mislaid, destroyed or mutilated certificate, proof of the facts, by affidavit or otherwise, may also be required, as may be a bond or other proper indemnification for the Corporation and its agents.

10.5 Record Owner to be Treated as Owner. Unless otherwise directed by a court of competent jurisdiction, the Corporation shall treat the holder of record of any share as the holder in fact and accordingly shall not recognize any equitable or other claim to, or interest in, the shares on the part of any other persons, whether or not it shall have express or other notice of it.

10.6 Transferee's Rights. Notwithstanding the Transfer of part or all of the Shares owned by a Member, whether or not in compliance with the provisions of this **Article X**, under no circumstances shall any transferee be admitted as an Admitted Member except in accordance with the terms of **Section 10.8**. No transferee shall have any right to vote on or participate in the management or affairs of the Company, unless and until the transferee qualifies and is admitted as an Admitted Member in accordance with the terms of **Section 10.8**. A transferee who is not admitted as an Admitted Member shall be entitled only to the profits, losses, and distributions allocated to the Shares under this Operating Agreement.

10.7 Transferor's Rights. A Member who Transfers all or part of the Shares owned by the Member shall no longer have any rights regarding the Shares transferred (even if the transferee is not admitted as an Admitted Member) but shall continue to have all of the liabilities and obligations regarding the Shares even if the liabilities and obligations are assumed by the transferee. A Member shall cease to be a Member in the Company on the Transfer of all of the Shares owned by the Member whether or not the transferee is admitted as an Admitted Member.

10.8 Admission of Admitted Member.

10.8.1 A transferee pursuant to a Permitted Trust Transfer shall automatically be admitted as an Admitted Member unless:

- a. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the termination of the Company for federal income tax purposes;
- b. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the Company not qualifying for an exemption from the registration requirements of federal or any applicable state securities law;
- c. the Transfer otherwise would, in the opinion of counsel satisfactory to the Company, result in any adverse tax consequence to the Company or the Members;
- d. the Transfer will be to a “foreign person” as that term is defined in the Foreign Investment Real Property Tax Act of 1980, as amended; or
- e. the Transfer will result in the default under a loan agreement or other material agreement to which the Company or any of its assets are subject.

10.8.2 No other transferee shall be admitted as an Admitted Member unless and until:

- a. the Members unanimously consent to the transferee’s admission as an Admitted Member;
- b. the transferee shall furnish to the Company the transferee’s taxpayer identification number and any and all other information necessary or appropriate for the Company to file any and all required federal and state tax forms and returns; and
- c. the transferee executes a written agreement, in form satisfactory to the Company, pursuant to which the transferee agrees to be bound by all of the terms of this Operating Agreement.

10.9 Drag Along Rights. If a majority of the Members owning no less than 75% of the Corporation (“**Control Sellers**”) approve a sale of the Corporation (an “**Approved Sale**”), the other Members (“**Non-Control Sellers**”) shall consent to and raise no objections against the Approved Sale, and if the Approved Sale is structured as a sale of shares, each Non-Control Seller shall, if requested by the Control Sellers, sell (or otherwise Transfer) the same proportion of his, her or its shares as the proportion of the shares being transferred by the Control Sellers in such transaction or series of related transactions, on the same terms and conditions received by the Control Sellers. The Corporation and each Non-Control Seller shall promptly take all actions necessary or desirable (in the reasonable judgment of the Control Sellers) to facilitate the consummation of the Approved Sale (whether in such Non-Control Seller’s capacity as a Member or otherwise). Without limiting the foregoing, (a) if the Approved Sale is structured as an asset sale, merger, consolidation, reorganization, or similar transaction, each Non-Control Seller shall vote in favor of such transaction and waive any dissenters’ rights, appraisal rights or similar rights in connection with such transaction, and (b) subject to the conditions and limitations contemplated herein, each Non-Control Seller shall enter into and become a Party to any merger agreement, share purchase agreement, asset purchase agreement or other agreement entered into by the Corporation and/or the Control Sellers in order to effect such Approved Sale and shall be bound by the same obligations under such Agreement as the Control Sellers.

ARTICLE XI

DISSOLUTION

11.1 Dissolution of Company. The Company shall be dissolved and its affairs wound up on the first to occur of any one of the following:

11.1.1 the time, if any, specified in the Articles;

11.1.2 the happening of the event, if any, specified in the Articles;

11.1.3 the unanimous vote of the Member(s);

11.1.4 the filing of a Certificate of Dissolution, or its equivalent, with the Bureau; or

11.1.5 the entry of a decree of judicial dissolution.

11.2 Winding Up. On the dissolution of the Company, the Members shall promptly commence the winding up of the Company's business and affairs pursuant to and in accordance with the Act. All Company assets remaining after payment to creditors of the Company (including any Members who are creditors) shall be distributed to the Members in accordance with **Article VI**.

ARTICLE XII

MISCELLANEOUS

12.1 Amendments. This Operating Agreement may only be amended only as follows:

12.1.1 Any amendment (other than in connection with the admission of an Admitted Member) that will (a) materially adversely affect (i) a Member's right to receive distributions or the timing or amount of the distributions, (ii) the amount of Profits or Losses allocated to a Member, or (iii) the voting rights of a Member or (b) result in or create any additional liabilities or obligations regarding any Member must be approved, and this Operating Agreement may be amended, only if approved by the Member that will be adversely affected.

12.1.2 Any other amendment may be approved, and this Operating Agreement may be amended, by a majority vote of the Members.

12.2 Waiver of Breach. The waiver of a breach of any provision of this Operating Agreement shall not operate as, or be construed as, a waiver of any subsequent breach. Each and every right, remedy, and power granted to any party by this Agreement or allowed it by law shall be cumulative and not exclusive of any other.

12.3 Severability. If any of the provisions of this Operating Agreement or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Operating Agreement or its application.

12.4 Entire Operating Agreement. The Articles and this Operating Agreement (the “**Organizational Documents**”) constitute the entire agreement among the parties pertaining to affairs of the Company and the conduct of its business. The Organizational Documents supersede and terminate any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations, and discussions, whether oral or written, between the parties pertaining to the affairs of the Company and the conduct of its business.

12.5 Interpretation. Where appropriate in this Operating Agreement, words used in the singular shall include the plural, and words used in the masculine include the masculine, feminine, and neuter.

12.6 Assignment and Delegation. The rights and obligations of the parties under this Operating Agreement may not be assigned or delegated.

12.7 Notice. All notices required to be sent pursuant to this Operating Agreement shall be personally delivered or mailed by certified or registered mail to the addresses of the Members indicated in the Company’s books. Notice of a Member’s change of address shall be mailed by certified mail to the Company’s registered office.

12.8 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding that any party is or may later become domiciled in a different state or jurisdiction.

12.9 Counterparts. This Operating Agreement may be executed in duplicate original counterparts, and all copies of this Operating Agreement so executed shall be deemed to be one Operating Agreement.

12.10 Securities Laws. Each Member acknowledges and represents the following:

12.10.1 that the Shares have not been registered under the Securities Act of 1933, as amended, or under the securities acts of any state in reliance on applicable exemptions under those laws, and may not be assigned or otherwise transferred without registration or an exemption, and

12.10.2 notwithstanding any provisions in this Operating Agreement, that no Shares may be offered or sold and no transfer of any Shares will be made, either by the Company or the Members, unless:

- a. the Shares are registered under the Securities Act of 1933 and any applicable state securities laws, or
- b. an opinion of counsel for the Company is obtained to the effect that registration is not necessary.

12.11 Equitable Relief. Member(s) agree that the Company would be irreparably injured and would not have an adequate remedy at law if a Member(s) breached any of the covenants contained herein, including **Sections 3.9 and 3.10**. If any such breach occurs, the Company shall be entitled to injunctive relief, in addition to such other remedies and relief that would, in the event of a breach of the provisions of this Agreement, be available to the Company. In the event of such a breach, in addition to any other remedies, the Company shall be entitled to receive from Member(s) payment of, or reimbursement for, its reasonable attorney fees and disbursements incurred in enforcing any such provision(s).

12.12 Conflicts of Interest. THE MEMBERS ACKNOWLEDGE THAT THE COUNSEL WHO PREPARED THIS AGREEMENT IS LEGAL COUNSEL FOR THE COMPANY AND THAT THEY (A) HAVE BEEN ADVISED THAT THEY SHOULD SEEK THE ADVICE OF THEIR OWN INDEPENDENT COUNSEL, INCLUDING TAX COUNSEL, AND (B) HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF SUCH COUNSEL. THE MEMBERS WAIVE ANY AND ALL CLAIMS THEY MAY HAVE AGAINST LEGAL COUNSEL PREPARING THE AGREEMENT, INCLUDING ANY AND ALL CLAIMS OF ANY POSSIBLE CONFLICT OF INTEREST REGARDING THIS AGREEMENT OR ITS PREPARATION.

Signatures on the following page.

The parties have signed this, the Operating Agreement of Sunshine Clean LLC, effective as of the date first written above.

COMPANY:

Sunshine Clean LLC, an Indiana limited liability company

MEMBERS:

DocuSigned by:

/s/ 5A84E3D4552C411...
Christopher Henry, Member,
Florida Clean LLC

DocuSigned by:

/s/ DEC816E7E54F448...
Vince Ranieri, Member,
Southwest Clean LLC

DocuSigned by:

/s/ FF424F999D5F448...
Mike Deck, Member,
Naples Clean LLC

DocuSigned by:

/s/ 45004E2792764D6...
Rodney Bucher, Member,
Bucher Enterprises LLC

SCHEDULE 3.1

Ownership Ledger

Each share is equal to 1% membership interest.

<u>MEMBER</u>	<u>SHARES</u>
Florida Clean, LLC	25
Southwest Clean LLC	25
Naples Clean LLC	25
Bucher Enterprises LLC	25

SCHEDULE 3.2

<u>MEMBER</u>	<u>CAPITAL CONTRIBUTION</u>
Florida Clean, LLC	\$
Southwest Clean LLC	\$
Naples Clean LLC	\$
Bucher Enterprises LLC	\$

BRHD Enterprises LLC
A Florida LLC

OPERATING AGREEMENT

DECEMBER 13, 2023

**BRHD ENTERPRISES LLC
OPERATING AGREEMENT
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OPERATING AGREEMENT FOR

BRHD ENTERPRISES LLC,

a Florida Limited Liability Company

This Operating Agreement is made and entered into as of December 13, 2023, by and among BRHD Enterprises LLC, a Florida limited liability company (the “**Company**”) and the Persons initially signing this Operating Agreement as members, and any Person who is subsequently admitted as a member of the Company pursuant to, in accordance with, and who agrees to be bound by the terms of this Operating Agreement. Each such Person is sometimes referred to individually in this Operating Agreement as a **Member**, and all such Persons are sometimes collectively referred to in this Operating Agreement as the **Members**.

ARTICLE I

DEFINITIONS

1.1 “Act” means the Florida Revised Limited Liability Act and those rules therein.

1.2 “Admitted Member” means any Person who either acquires Shares directly from the Company and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement, or any Person who acquires Shares from a Member and is admitted as a Member pursuant to and in accordance with the terms of this Operating Agreement

1.3 “Articles” mean the Articles of Organization for the Company.

1.4 “Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, adjusted as follows:

1.4.1 The initial Asset Value of any property contributed to the Company shall be the asset’s fair market value as determined at the time of contribution by the Company and the contributing Member.

1.4.2 The Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Company, at the following times:

- a. the acquisition of Shares by a new Member or the acquisition of additional Shares by an existing Member in exchange for more than a de minimis capital contribution;
- b. the distribution by the Company of more than a de minimis amount of cash or other property to a retiring or continuing Member as consideration for the retirement of all or part of that Member’s Shares; or
- c. in connection with the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g).

1.4.3 The Asset Value of any asset distributed to a Member shall be adjusted to equal the fair market value of that asset on the date of distribution as determined by the Company.

1.4.4 The Asset Value of Company assets shall be increased or decreased, as appropriate, to reflect any adjustments to the adjusted basis of those assets pursuant to IRC § 734(b) or IRC § 743(b), but only to the

extent that the adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m) or **Section 5.2.7** herein. However, no adjustment shall be made pursuant to this subsection (d) if the adjustment has been made under any other subsection under this **Section 1.4**.

1.5 “Bureau” means the Florida Secretary of State or its successor.

1.6 “Capital Account” means the capital account maintained for a Member pursuant to **Section 3.4** herein.

1.7 “Capital Contribution” means, regarding any Member, the amount of money and the initial Asset Value of any property (including any membership interest in any other LLC) contributed to the Company by the Member. Capital Contribution shall include each Member’s initial Capital Contribution and any additional Capital Contributions.

1.8 “Capital Contribution Date” means the date on which a Member makes a Capital Contribution.

1.9 “Company Minimum Gain” shall have the meaning ascribed to the term “partnership minimum gain” in Treas. Reg. § 1.704-2(b)(2).

1.10 “Company Nonrecourse Deductions” shall have the meaning ascribed to the term in Treas. Reg. § 1.704-2(c).

1.11 “IRC” means the Internal Revenue Code of 1986, as amended.

1.12 “Member” means the Person or Persons initially signing this Operating Agreement as a Member or any Person who is subsequently admitted as an Admitted Member of the Company pursuant to and in accordance with this Operating Agreement.

1.13 “Member Nonrecourse Debt Minimum Gain” means an amount determined in accordance with Treas. Reg. § 1.704-2(i)(3) with respect to each Member Nonrecourse Debt that would be Company Minimum Gain if the Member Nonrecourse Debt were a “nonrecourse liability” as that term is defined in Treas. Reg. § 1.704-2(b)(3).

1.14 “Member Nonrecourse Debt” means what is ascribed to the term “partner nonrecourse debt” in Treas. Reg. § 1.704-2(b)(4).

1.15 “Member Nonrecourse Deductions” means what is ascribed to the term “partner nonrecourse deductions” in Treas. Reg. § 1.704-2(i)(2).

1.16 “Membership Interest” means a Member’s rights in the Company including, without limitation, the right to receive distributions and the right to vote or participate in the management of the business and affairs of the Company to the extent such rights are granted under the Act or this Operating Agreement.

1.17 “Permanent Disability.” A natural Person shall be deemed to suffer from a Permanent Disability if that Member is determined by a medical doctor who is board certified and licensed to practice medicine in the state of Florida that this Person, because of a medically determined disease, injury, sickness, or other mental or physical disability, is unable to perform substantially all of his or her regular duties for the Company or is otherwise substantially limited in one or more life activities such that the person is unable to work full time in either case for a period of 6 consecutive months or cumulatively for any period of 12 months in any 24-month period.

1.18 “Person” means an individual, a partnership, a limited liability company, a trust, a custodian, an estate, an association, a corporation, a governmental entity, or any other legal entity.

1.19 “Profits and Losses” means an amount equal to the Company’s taxable income or loss for the fiscal year determined under IRC § 703(a) and Treas. Reg. § 1.703-1, adjusted as follows:

1.19.1 All items of income, gain, loss, or deduction required to be separately stated pursuant to IRC § 703(a)(1) shall be included.

1.19.2 Tax-exempt income as described in IRC § 705(a)(1)(B) realized by the Company during the fiscal year shall be included.

1.19.3 Expenditures of the Company described in IRC § 705(a)(2)(B) for the fiscal year, including items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(j) as items described in IRC § 705(a)(2)(B), shall be taken into account as if they were deductible items.

1.19.4 Items that are specially allocated to the Members under **Sections 5.2** and **5.3** shall be excluded.

1.19.5 Regarding property (other than money) that has been contributed to the capital of the Company, Profit and Loss shall be computed in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(g) by computing depreciation, amortization, gain, or loss on the Asset Value of the property on the books of the Company.

1.19.6 Regarding any property of the Company that has been revalued as required or permitted by regulations under IRC § 704(b), Profit or Loss shall be determined based on the Asset Value of the property as determined in the revaluation.

1.19.7 The difference between the adjusted basis for federal income tax purposes and the fair market value of any Company asset shall be treated as gain or loss from the disposition of the asset if (i) any new or existing Member acquires an additional interest in the Company in exchange for a contribution to the capital of the Company or (ii) the Company asset is distributed to a Member as consideration for a partial redemption of the Member’s Shares (and corresponding Membership Interest percentage) in the Company or in “liquidation” (as this term is defined in Treas. Reg. § 1.704-1(b)(2)(ii)(g)) of the Company’s Shares.

1.20 “Shares” is the term used to represent a Member’s ownership of a Membership Interest in the Company.

1.21 “Tax Matters Member” shall have the meaning ascribed to the term “Tax Matters Partner” under IRC § 6231(a)(7). The Tax Matters Member is also the **“Partnership Representative”**.

1.22 “Transfer” shall have the meaning ascribed to that term in **Section 10.1** of this Operating Agreement.

1.23 “Treas. Reg. or Treas. Regs.” means the Treasury Regulations promulgated under the Internal Revenue Code as the context requires.

1.24 “Vote” shall have the meaning ascribed to this term in the Act.

Additional terms are defined within this Operating Agreement.

ARTICLE II

ORGANIZATION

2.1 Formation. The Company has been organized as a member-managed Florida limited liability company by the filing of the Articles as required by the Act. As provided in **Article VIII**, the business and affairs of the Company shall be managed by or under the authority of Members.

2.2 Name. The name of the Company is stated on the first page of this Operating Agreement. The name of the Company may be changed by an amendment to the Articles. The Company may also use one or more assumed or trade names.

2.3 Purpose; Powers. The Company has been formed for the purpose enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The Company shall commence on the date of filing of the Articles with the Bureau and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

2.5 Registered Office and Resident Agent. The registered office and resident agent of the Company shall be as designated in the initial or amended Articles. The registered office or resident agent may be changed from time to time by the Members. Any such change shall be made in accordance with the requirements of the Act. If the resident agent resigns, the Members shall promptly appoint a successor.

2.6 No Liability of Managers and Members. Unless otherwise provided by law or in this Operating Agreement, a Member of the Company is not liable for the acts, debts, or obligations of the Company.

ARTICLE III

MEMBERSHIP

3.1 Membership Interests. Each Member's ownership of a Membership Interest in the Company shall be represented by certificated or uncertificated Shares. The number of Shares owned by each Member is set forth in **Schedule 3.1**, as such Schedule may be amended from time to time. Each Share owned by a Member shall be equivalent to a one (1) percent Membership Interest.

3.2 Initial Capital Contributions. Each Person initially signing this Operating Agreement as a Member has made or will make an initial contribution to the capital of the Company as set forth in **Schedule 3.2**.

3.3 Additional Capital Contributions. If the Members determine that additional funds are needed for the working capital of the Company, a capital call shall be made on the Members and the following provisions shall apply:

3.3.1 The Company shall issue a written notice of capital request ("**Notice of Capital Request**") to each Member to contribute additional capital to the Company in an amount and form the Company shall determine. The Notice of Capital Request shall include the following information:

a. the total amount of capital requested from all of the Members ("**Total Capital Request**")

b. each Member's share of the Total Capital Request, which shall be determined by multiplying the Total Capital Request by a fraction, the numerator of which shall be the number of Shares owned by the Member and the denominator of which shall be the total number of Shares owned by all Members (**"Member Capital Contribution"**)

c. the date on or before which the Member Capital Contribution shall be due, which the date shall not be less than 30 calendar days from the date of the Notice of Capital Request

Should any Member neglect, fail, or refuse to timely contribute any portion of the Member's Capital Contribution (**"Delinquent Member"**), all the Members shall be so notified by the Company(**"Member Notice"**), and the other Members who have paid their Member's Capital Contribution in full (**"Nondelinquent Members"**) shall have the option to contribute the Delinquent Member's Capital Contribution on a pro-rata basis in accordance with the then respective Shares of each other Nondelinquent Member as compared to the total Shares of all Nondelinquent Members. If any Nondelinquent Member neglects, fails, or refuses to contribute its pro-rata share of the Delinquent Member's Capital Contribution within 30 calendar days of its receipt of the Member Notice, all other Nondelinquent Members shall have the right to contribute the remaining deficiency in the Delinquent Member's Capital Contribution on a pro-rata basis (for all the other Nondelinquent Members and in the manner provided above). This procedure shall be repeated until the Delinquent Member's Capital Contribution is satisfied or all Nondelinquent Members fail to contribute any additional capital.

3.3.2 On the making of an additional Capital Contribution, the Shares of the Members shall be adjusted so that the Shares of each Member and each Member's Capital Account shall be adjusted in accordance with **Section 1.4(d)** of this Operating Agreement before the additional Capital Contribution and then shall equal an amount determined by the following formula:

$$\frac{\text{(Capital Account of each Member's additional Capital Contribution / Total Capital Accounts of all Members after additional Capital Contribution)}}{\text{Total Shares}} \times$$

3.4 Member Capital Accounts.

3.4.1 The Company shall maintain a separate Capital Account for each Member. Each Member's Capital Account shall be

a. increased for (i) the amount of cash and the Asset Value of any property contributed by the Member, (ii) the amount of any Company liabilities assumed by the Member or are secured by any property distributed to the Member, and (iii) the Member's distributive share of any of the Company's Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement;

b. decreased for (i) the amount of any cash and the Asset Value of any property distributed to the Member, (ii) the amount of any liabilities of the Member assumed by the Company or are secured by any property contributed by the Member to the Company, and (iii) the Member's distributive share of any Losses of the Company and any items in the nature of expenses, losses, or deductions that are specifically allocated to the Member pursuant to **Sections 5.2 and 5.3** of this Operating Agreement; and

c. credited, in the case of an increase, or debited, in the case of a decrease, for the Member's share of any adjustment to the adjusted basis of Company assets pursuant to IRC § 734(b) or IRC § 743(b) to the extent provided under Treas. Reg. § 1.704-1(b)(2)(iv)(m).

3.4.2 All of the provisions stated above regarding the establishment and maintenance of Capital Accounts are intended to comply with Treas. Reg. § 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with the Treasury Regulation. The Members agree that the Company may make any adjustments to the Capital Accounts that may be necessary or appropriate to comply with the Treasury Regulation.

3.5 No Rights to Company Assets. Except as may otherwise be expressly provided in this Operating Agreement or under the Act, no Member is entitled to receive any interest or return on any contributions to the Company or on the Member's Capital Account, nor does any Member have any interest, right, or claim in or to any of the Company's assets.

3.6 Borrowing. The Company may borrow money from any source, including any Member, on terms and conditions acceptable to the Company. However, if the Company desires to borrow money from a Member, the Company shall give all of the Members the opportunity to participate in the loan on a pro-rata basis (in accordance with the number of shares held by each Member).

3.7 Admission of New Members. The Members may, by unanimous vote, pursuant to and in accordance with the terms of this Operating Agreement, admit as an Admitted Member, any Person determined by the Members to satisfy the criteria established by the Members, in their sole and absolute discretion, for membership in the Company. The Person shall, before being admitted as an Admitted Member of the Company and as a condition to admission, execute any document or documents required by the Company, agree to be and become a Member of the Company, and agree to be bound by the terms of this Operating Agreement. The Company may issue additional Shares in the Company to an Admitted Member on the terms and conditions and for whatever consideration, if any, the Members may unanimously determine.

3.8 No Right of Withdrawal. No Member shall have any right to withdraw from the Company as a Member nor any right to receive any payment or distribution from the Company on any actual or purported withdrawal. Each Member agrees not to withdraw, and each Member waives any right to withdraw and any right to receive any payment or distribution on withdrawal provided for under the Act.

3.9 Non-Disparagement. Both during and after any Person is a Member, the Member(s) hereby agree to not make any statements, representations or opinions, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, that would, or is reasonably likely to, disparage, criticize, ridicule, create a negative impression of, or in any way be harmful to the business or business reputation of the Company or its subsidiaries or affiliates, or their respective successors and assigns, or current and former officers, directors, shareholders, partners, members, managers, employees, agents and consultants (or any person acting in a similar capacity). A violation or threatened violation of this prohibition may be enjoined by court order. The rights afforded the Company under this provision are in addition to any and all rights and remedies otherwise afforded by law. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Member from making factual statements required by applicable law, regulation or legal process. The Member(s) hereby agree that the restrictions contained within **this Section 3.9** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

3.10 Non-Compete. Both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, in one or a series of transactions, own, manage, operate, control, invest, or acquire an interest in, or lend, afford, or furnish money or assistance to, financial or otherwise, or organize, direct, counsel, or advise anyone or otherwise engage or participate in, whether as a proprietor, partner,

member, stockholder, lender, director, officer, employee, joint venturer, investor, lessor, supplier, customer, or other participant, in any business that is competitive, whether directly or indirectly, with the Company in any geographical area in which the Company is doing business. Further, both during and for three (3) years after any Person is a Member, the Member(s) hereby agree to not, directly or indirectly, solicit, induce, influence, or attempt to solicit, induce, or influence any customers, clients, or joint venturers of the Company; solicit, induce, influence, or attempt to solicit, induce, or influence for any business endeavor any employee, stockholder, member, partner, joint venturer, lessor, or supplier of the Company to discontinue or reduce or modify the extent of their relationship with the Company; or otherwise divert or attempt to divert from the Company any business whatsoever or interfere with any business relationship between the Company and any other person or entity. The Member(s) hereby agree that the restrictions contained within **this Section 3.10** are fair and reasonable in all respects, including the length of time that they shall remain in effect.

ARTICLE IV

ADMINISTRATION

4.1 Books of Account. At all times during the continuance of the Company, the Company shall keep or cause to be kept full and true books of account reflecting each of the Company's transactions. These books of account, together with a list of the name and address of each Member; a copy of the Articles; copies of the Company's financial statements and federal, state, and local tax returns; reports for the three most recent fiscal years; a copy of this Operating Agreement; and copies of records that would enable a Member to determine the Member's Shares shall be maintained at all times at the Company's registered office. These books shall be open to reasonable inspection and examination by the Members at the Company's registered office, during reasonable business hours, on reasonable notice to the Company. The Company may engage certified public accountants to assist in the preparation of the Company's books and financial statements and to render any other services the Company requests.

4.2 Reports. The Company shall furnish to each Member within 90 days after the end of each fiscal year, or as soon as practical, an annual report of the Company's business and operations during the year, together with any information as may be necessary for the preparation of each Member's federal and state income or other tax returns. The annual report shall contain a copy of the Company's annual financial statement showing the Company's gross receipts and expenses and profit or loss and their allocations to each Member for the year.

4.3 Fiscal Year and Accounting Method. The fiscal year of the Company shall be determined in accordance with IRC § 706(b) and the regulations promulgated under it. The Company's books and records shall be kept on the cash or accrual method.

4.4 Checks. All checks, drafts, orders for the payment of money, notes, or evidences of indebtedness issued in the name of the Company shall be signed by one or more Officers or agents of the Company, as shall be determined by the Members.

4.5 Tax Matters Member; Member Tax Returns.

4.5.1 As used in this Operating Agreement, the Tax Matters Member shall be that person who is designated as the Company's Tax Matters Member by the Members.

4.5.2 Each Member shall reflect on that Member's income tax returns all items of income, gain, loss, deduction, or credit relating to the Company, its property, or its business in a manner that is consistent with the treatment of those items on the Company returns.

ARTICLE V

PROFIT AND LOSS ALLOCATIONS

5.1 Allocation of Profits and Losses. After the application of **Sections 5.2 and 5.3**, Profits and Losses for each fiscal year (or any portion thereof) shall be allocated among the Members on a pro-rata basis, in accordance with the number of Shares held by each Member.

5.2 Regulatory Allocations. The following regulatory allocations shall be made in the following order of priority:

5.2.1 Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(f)(1), if there is a net decrease in Company Minimum Gain for any fiscal year, each Member shall be specially allocated items of Company income or gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to that Member's share of the net decrease in Company Minimum Gain determined under Treas. Reg. § 1.704-2(g). This **Section 5.2.1** shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirements of Treas. Reg. § 1.704-2(f).

5.2.2 Member Minimum-Gain Chargeback. To the extent and in the manner required by Treas. Reg. § 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any fiscal year, each Member who has a share of that Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for the fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(i)(4). The items to be allocated shall be determined in accordance with Treas. Reg. § 1.704-2(f)(6). This **Section 5.2.2** shall be interpreted and applied in a manner consistent with the minimum-gain chargeback requirement of Treas. Reg. § 1.704-2(i)(4).

5.2.3 Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, as quickly as possible, to the extent required by the Treasury Regulations, the deficit capital account of the Member after the Member's Capital Account is (a) credited for any amounts the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5) and (b) debited for those items described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), and (6). However, an allocation under this **Section 5.2.3** shall only be made if and to the extent that the Member would have a deficit capital account (as adjusted in the manner provided for here) after all other allocations provided for in this **Article V** have been tentatively made as if this **Section 5.2.3** were not in this Agreement.

5.2.4 Gross Income Allocation. If any Member has a deficit Capital Account at the end of any fiscal year that is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to any provision of this Operating Agreement and (ii) the amount the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. § 1.704-2(g)(1) and (i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of the excess as quickly as possible, provided that an allocation pursuant to this **Section 5.2.4** shall be made only if and to the extent that the Member would have a deficit Capital Account in excess of this sum after all other allocations provided for in this **Article V** have been made as if **Section 5.2.3** and this **Section 5.2.4** were not in the Operating Agreement.

5.2.5 Company Nonrecourse Deductions. Any Company Nonrecourse Deductions shall be allocated among the Members on a pro-rata basis in accordance with the number of Shares held by each Member.

5.2.6 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions shall be specially allocated to the Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which Member Nonrecourse Deductions are attributable. This **Section 5.2.6** shall be interpreted and applied in a manner consistent with Treas. Reg. § 1.704-2(i)(1).

5.2.7 IRC 754 Adjustments. To the extent an adjustment to adjusted tax basis of any Company Asset pursuant to IRC § 734(b) or IRC § 743(b) is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of the Member's Shares in the Company, the amount of the adjustment to Capital Accounts shall be treated as an item of gain or loss, as applicable, and the gain or loss shall be specially allocated to the Members in accordance with their Membership Interest in the Company if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies or to the Member to whom the distribution was made if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

5.3 Curative Allocations. The allocations in **Section 5.2** are necessary to comply with the requirements of the Treasury Regulations. To the maximum extent possible, the regulatory allocations made pursuant to **Section 5.2** shall be offset by other items of the Company income, gain, loss, or deduction so that, after the offsetting allocations are made, the Members' Capital Account balances are, to the extent possible, equal to the Capital Account balances the Members would have if the regulatory allocations were not made and all items of income, gain, loss, deduction, or credit were allocated in accordance with each Member's respective Shares.

5.4 Allocations Regarding Contributed Property. In accordance with IRC § 704(c) and the Treasury Regulations under it, items of income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by any Member shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Asset Value for Capital Account purposes. Whenever the Capital Accounts of Members are required to be adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f) or (g) with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss, and deduction, including, without limitation, depreciation with respect to the asset, shall take into account any variation between the then-existing adjusted tax basis of the asset and the Asset Value as adjusted of the asset, as the computations may be required under IRC § 704(b) and (c) and the regulations promulgated under them.

5.5 Interpretation. The Members intend that the allocations of the Company's Profits and Losses shall be applied in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it. The provisions of this **Article V** shall be interpreted in a manner consistent with IRC § 704 and the Treasury Regulations promulgated under it.

ARTICLE VI

DISTRIBUTIONS

6.1 Nonliquidating Distributions.

6.1.1 Subject to **Section 6.3**, distributions may be made to the Members (pro rata, in accordance with each Member's respective Shares) in the amounts or forms and at the times determined by the Members.

6.2 Liquidating Distributions. If the Company is dissolved under **Article XII** or is liquidated within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g), in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2), all liquidating distributions shall be made to the Members who have positive Capital Accounts, in accordance with the positive Capital Account balances, but only after the Capital Accounts have been adjusted for all prior contributions and distributions and all allocations under **Article V** for all fiscal years (including the fiscal year during which the liquidation occurs).

6.3 Restrictions on Distributions. Except as otherwise permitted under the Act, no distribution (nonliquidating or liquidating) shall be made if, after giving the distribution effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities. The effect of the distribution shall be measured at the times set forth in the Act.

ARTICLE VII

MEMBER VOTING AND MEETINGS

7.1 Member Voting. Subject to the terms and provisions of this Operating Agreement, each Share is entitled to one (1) vote on each matter submitted to a vote of the Members. A vote may be cast orally or in writing as determined by the Member presiding over the meeting. Except as otherwise provided by the Articles or this Operating Agreement, any and all actions, decisions, and approvals of the Members shall require the affirmative vote of a majority of the outstanding Shares.

7.2 Meetings. A meeting of the Members may be called by one (1) or more Members holding at least 51 percent of the total outstanding Shares. Any such Member or Members shall provide each of the Members with written notice of the time, place, and purposes of any meeting not less than 5, and nor more than 30, business days before the scheduled date of any meeting.

7.3 Participation in Meetings. A Member may participate in any meeting of the Members by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants. Participation in a meeting by a conference telephone or by other similar communications equipment by a Member constitutes presence of the Member in person at the meeting. A Member may, in writing, waive notice of the time, place, and purpose of any meeting either before or after any meeting is held.

7.4 Adjournment of Meetings. Any meeting of the Members may be adjourned to another time or place by a majority vote of the Shares present, regardless of whether such Shares constitute a majority of the outstanding Shares at the time of the adjournment. If a meeting is adjourned, notice of the adjourned meeting is not required to be given if the time and the place of the adjourned meeting is announced at the meeting at which the adjournment occurs. The Members may transact any business at the adjourned meeting that might have been transacted at the original meeting.

7.5 Actions by Written Consent. Any action required or permitted by the Act, the Articles, or this Operating Agreement to be taken at any meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a written consent setting forth the action taken is signed by the Members who collectively own a majority of the outstanding Shares entitled to vote.

7.6 Deadlock Resolution. Where the results of a vote have resulted in a deadlock whereby there is no affirmative vote of a majority of the outstanding Shares as required by **Section 7.1** and the voting Members cannot agree on a matter regarding the Company, and the deadlock continues for ten (10) calendar days, the Members hereby agree that a reasonably practicable substitute to a judicial remedy for such deadlock is to have the matter determined by the toss of a coin.

ARTICLE VIII

MANAGEMENT

8.1 Management by Members. As provided in the Act, the business of the Company shall be managed by the Members, subject to the provisions in this Operating Agreement restricting or enlarging the management rights and duties of any Member or group of Members.

8.2 Actions, Decisions, and Approvals of Members. Any and all actions, decisions, and approvals of the Members shall be made and given in accordance with **Section 7.1** of this Operating Agreement.

8.3 Restrictions on Individual Authority. Notwithstanding the agency authority of the Members, the Members agree with the Company and each other that no Member, acting individually, shall have the power or authority to act on behalf of or bind the Company, to authorize any action to be taken by the Company, to act as agent for the Company, or to incur any liability or expense on behalf of the Company, unless the power or authority has been delegated to the Member by a written resolution duly adopted by the Members in accordance with the provisions of **Section 7.1** of this Operating Agreement and then only to the extent expressly provided for in the resolution.

8.4 Day-to-Day Operations. The ordinary day-to-day operations of the Company shall be managed by the Members, acting individually or as a group, as the Members may, from time to time, perform or agree to perform, subject, however, to the other provisions and restrictions of this Operating Agreement.

ARTICLE IX

INDEMNIFICATION; EXCULPATION OF LIABILITY

9.1 Indemnification. The Company shall indemnify, defend, and hold harmless a Member who was or is a party or is threatened to be made to be a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that the Member is or was a member of the Company. The Member shall be indemnified against all losses, expenses, claims, and demands (including attorney fees, judgments, penalties, fines, and amounts paid in settlement) actually and reasonably incurred by the Member in connection with the action, suit, or proceeding except for the receipt of a financial benefit to which the Member is not entitled, or for a knowing violation of law.

9.2 Monetary Liability of Member. A Member shall not be monetarily liable to the Company or its Members for that Member's breach of any duty established in the Act except, however, that the Member shall not be so absolved of liability and shall be liable for the receipt of a financial benefit to which such individual is not entitled for liability or for a knowing violation of law.

ARTICLE X
TRANSFER OF SHARES

10.1 Restrictions on Transfers of Shares.

10.1.1 The Members each agree that they will not voluntarily, involuntarily, or by operation of law sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of (“**Transfer**”) part or all of the Shares they now own or may acquire at a later time, except pursuant to the terms provided herein. Any Transfer or attempted Transfer in violation of this **Article X** shall be null and void and of no effect whatsoever except as provided in **Article XI**.

Any certificate representing Shares owned by a Member shall conspicuously bear the following legend:

THE OWNERSHIP, ENCUMBRANCE, PLEDGE, ASSIGNMENT, SALE, TRANSFER, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO THE RESTRICTIONS IN AN OPERATING AGREEMENT BETWEEN THE MEMBER, THE COMPANY, AND THE OTHER MEMBERS. THAT AGREEMENT CONTAINS CERTAIN RIGHTS AND OPTIONS OF THE COMPANY AND THE OTHER MEMBERS TO PURCHASE THIS MEMBERSHIP INTEREST. A COPY OF THE OPERATING AGREEMENT IS ON FILE AT THE OFFICE OF THE COMPANY. ANY ENCUMBRANCE, PLEDGE, ASSIGNMENT, SALE, TRANSFER, OR OTHER DISPOSITION OF THIS MEMBERSHIP INTEREST CONTRARY TO THE OPERATING AGREEMENT SHALL BE NULL AND VOID AND OF NO EFFECT WHATSOEVER.

In the event of the dissolution of a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity, the successors in interest of the dissolved Member shall, for the purposes of winding up the affairs of the dissolved Member, have the rights of a mere assignee of the Member’s membership interest in the Company, as provided in the Act, and shall not become an additional or substitute Member.

Any direct or indirect transfer or assignment of any direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, trust, or any other entity that (taking into account any prior transfers or assignments) results in the Member being controlled by a Person or Persons other than the Person or Persons that controlled the Member when the Member first became a Member shall be deemed a Transfer of the Shares of the Member and therefore subject to all of the terms of this **Article X**. In addition, any encumbrance, pledge, or other collateral assignment of a direct or indirect ownership or other interest in a Member that is a corporation, limited liability company, partnership, limited partnership, or any other entity that, if the pledgee or other assignee were to exercise its right to acquire the interest, would (taking into account any prior transfers or assignments described above and any prior pledges, encumbrances, or collateral assignments) result in the Member being controlled by a Person or Persons other than the Person or Persons that control the Member when that Member first became a Member, shall be deemed a Transfer of the Shares of the Member and therefore shall also be subject to all of the restrictions and provisions of this **Article X**.

10.1.2 Notwithstanding the foregoing to the contrary, a Member may Transfer the Member's Shares to a revocable trust created for the benefit of and subject to the exclusive dominion and control of the Member during the lifetime of the Member (a "**Permitted Trust Transfer**"), provided that the Permitted Trust Transfer is made in accordance with the terms of **Section 10.4**. The Shares held shall be subject to and shall be bound and governed by all of the provisions of this Operating Agreement. On a Permitted Trust Transfer and the execution by the trustee (or trustees) of a written agreement, in form and substance satisfactory to the Company, pursuant to which the trustee (or trustees) agree to be bound by the terms of this Operating Agreement, the trustee (or trustees) of any such trust shall automatically be admitted as an Admitted Member in accordance with the terms of **Section 10.4**.

10.2 Transferee's Rights. Notwithstanding the Transfer of part or all of the Shares owned by a Member, whether or not in compliance with the provisions of this **Article X**, under no circumstances shall any transferee be admitted as an Admitted Member except in accordance with the terms of **Section 10.4**. No transferee shall have any right to vote on or participate in the management or affairs of the Company, unless and until the transferee qualifies and is admitted as an Admitted Member in accordance with the terms of **Section 10.4**. A transferee who is not admitted as an Admitted Member shall be entitled only to the profits, losses, and distributions allocated to the Shares under this Operating Agreement.

10.3 Transferor's Rights. A Member who Transfers all or part of the Shares owned by the Member shall no longer have any rights regarding the Shares transferred (even if the transferee is not admitted as an Admitted Member) but shall continue to have all of the liabilities and obligations regarding the Shares even if the liabilities and obligations are assumed by the transferee. A Member shall cease to be a Member in the Company on the Transfer of all of the Shares owned by the Member whether or not the transferee is admitted as an Admitted Member.

10.4 Admission of Admitted Member.

10.4.1 A transferee pursuant to a Permitted Trust Transfer shall automatically be admitted as an Admitted Member unless:

- a. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the termination of the Company for federal income tax purposes;
- b. the Transfer will, in the opinion of counsel satisfactory to the Company, result in the Company not qualifying for an exemption from the registration requirements of federal or any applicable state securities law;
- c. the Transfer otherwise would, in the opinion of counsel satisfactory to the Company, result in any adverse tax consequence to the Company or the Members;
- d. the Transfer will be to a "foreign person" as that term is defined in the Foreign Investment Real Property Tax Act of 1980, as amended; or
- e. the Transfer will result in the default under a loan agreement or other material agreement to which the Company or any of its assets are subject.

10.4.2 No other transferee shall be admitted as an Admitted Member unless and until:

- a. the Members unanimously consent to the transferee's admission as an Admitted Member;

b. the transferee shall furnish to the Company the transferee's taxpayer identification number and any and all other information necessary or appropriate for the Company to file any and all required federal and state tax forms and returns; and

c. the transferee executes a written agreement, in form satisfactory to the Company, pursuant to which the transferee agrees to be bound by all of the terms of this Operating Agreement.

10.5 Mandatory Offer to Sell in Case of a Bona Fide Offer.

10.5.1 If a Member desires, for any reason, to Transfer any of the Shares then owned by the Member pursuant to an offer to purchase the Shares received from another Person ("**Bona Fide Offer**"), the Member shall immediately provide the Company and the other Members with written notice, together with a copy of the Bona Fide Offer, if it is in writing, and any and all related information (including any related documents). For a period of 60 calendar days following the receipt of the notice and information, or for a period of 30 calendar days following the determination of the Purchase Price under the terms of this **Article X**, whichever is longer, the Company shall have the exclusive right and option ("**First Option**"), but not the obligation, to elect to purchase all of the Shares subject to the Bona Fide Offer either at the same price and terms as in the Bona Fide Offer or at the price provided in **Section 10.11.1** and the terms in **Sections 10.12, 10.13, and 10.14** of this Operating Agreement. The Company shall be free to select either alternative or neither in its sole and absolute discretion. If the Company fails to exercise the First Option, for an additional 60 calendar day period, the other Members of the Company shall have the exclusive right and option ("**Second Option**"), but not the obligation, to purchase all of the Shares subject to the Bona Fide Offer on a Pro-Rata Basis either at the same price and terms as in the Bona Fide Offer or at the price provided in **Section 10.11.1** and terms provided in **Sections 10.12, 10.13, and 10.14** of this Operating Agreement. If the Members fail to exercise the Second Option as provided above, the Member desiring to sell the Shares may sell them subject to the Bona Fide Offer to the purchaser named in the Bona Fide Offer but only if the sale is made strictly in accordance with all of the terms of the Bona Fide Offer. However, if the sale pursuant to the Bona Fide Offer is not consummated within 60 calendar days following the expiration of the Second Option, the Member desiring to sell the Shares must once again give the Company the First Option and the other Members the Second Option to purchase the Shares on a Pro Rata Basis before any Transfer of any Shares pursuant to that or any other Bona Fide Offer. If either the First Option or Second Option is exercised and the terms of the Bona Fide Offer are selected by the purchaser, the sale of Shares shall be closed in the time frame provided for within the Bona Fide Offer or at any time within 60 calendar days following the exercise of the option at the sole election of the party exercising that option.

10.5.2 The terms of **Section 10.5** shall not apply to any transaction subject to **Article XI** of this Operating Agreement.

10.5.3 For the purposes of **Article X** of this Operating Agreement, "**Pro-Rata Basis**" with reference to the purchase of any Shares of a selling Member by the remaining Members, means that basis of sharing pursuant to the unanimous written agreement of the remaining Members or, absent that agreement, pursuant to each of the remaining Members' respective percentage interests in the outstanding Shares of the Company (excluding the Shares owned by the selling Member), and if one or more of the remaining Members declines to purchase the Member's entire share of the Shares being sold, unpurchased Shares shall again be offered to the remaining Shareholders (other than any declining Member) in accordance with their revised respective percentage interests (excluding any Shares of the selling Member or any declining Member), and the foregoing process shall be repeated until all of the remaining Shares of the selling Member to be purchased by the remaining Members are purchased.

10.6 Mandatory Offer to Sell in Absence of a Bona Fide Offer or on Another Triggering Event. If any Member desires, for any reason, to Transfer any of the Shares then owned by the Member in the absence of a Bona Fide Offer or automatically on the occurrence of any of the triggering events set forth in **Sections 10.7, 10.8 or 10.9**, the Member's legal representative or successor shall immediately provide the Company and the other Members with written notice and, on the occurrence of any such triggering event, the Member shall be deemed to have made an offer to sell all of the Member's Shares at the price and on the terms as provided in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement. For a period of 60 calendar days following the receipt of the written notice, or within a 30 calendar day period following the determination of the Purchase Price under the terms of this **Article X**, whichever is longer, the Company shall have the exclusive right and option, but not the obligation, to purchase all of the Member's Shares at the price and on the terms in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement. If the Company fails to exercise this option, for an additional 30 calendar day period the other Members of the Company shall have the exclusive right and option, but not the obligation, to purchase the Shares not acquired by the Company on the same price and terms as available to the Company. Any purchase of Shares by the other Members of the Company shall be made on a Pro-Rata Basis. If the other Members fail to exercise their option to purchase the Shares, the Member desiring to sell the Shares shall not be permitted to Transfer the Shares unless and until the Member obtains a Bona Fide Offer for the Shares and complies with **Section 10.5** and, until such time, all of the Shares shall continue to be subject to all of the terms of **Article X**.

10.7 Involuntary Transfers. Each Member agrees that if a Member suffers any involuntary Transfer or purported involuntary Transfer of part or all of that Member's Shares, including, but not limited to, any Transfer or purported Transfer resulting from bankruptcy, insolvency, divorce, or otherwise, that Member shall immediately provide the Company and all other Members with written notice and the Member shall be deemed to have made on the date of that event an offer to sell all of the Member's Shares pursuant to **Section 10.6** and the Company and other Members shall have the option, but not the obligation, to acquire the Shares in the manner set forth in **Section 10.6**. For the purpose of this **Section 10.7**, an involuntary Transfer shall be deemed to have occurred at the moment a petition in bankruptcy is filed by or against the Member, a petition seeking the appointment of a receiver over the Member's property is filed by or against the Member, or a complaint of divorce is filed by or against the Member.

10.8 Death and Permanent Disability. Each Member who is a natural Person and each Member that is a trust agree for that Member and the Member's legal representatives or successors (including the successor trustee (or trustees) of a trust holding the Shares pursuant to a Permitted Trust Transfer) that on the death or Permanent Disability of that Member who is a natural Person or of the natural Person who is trustee of such trust, an offer to sell all of the Member's Shares will be deemed to have been made pursuant to **Section 10.6** and the Company and the other Members shall have the option to acquire those Shares in the manner set forth in **Section 10.6**. Further, immediately upon the death or Permanent Disability of that Member, their rights to vote as provided in **Article VII**, but not their equity, shall pass equally to the other Member(s).

10.9 Termination of Employment or Association. If a Member who is a natural Person or a natural Person who is the trustee of a trust that is a Member is employed by or otherwise actively involved in the Company's business, whether as a manager, officer, independent contractor, or otherwise, and that natural Person resigns, is terminated, is removed, is no longer performing services for the Company, or is no longer actively involved in the business of the Company, whether for cause, without cause, voluntarily, involuntarily, or for any reason or no reason whatsoever, an offer to sell all of such Member's Shares shall be deemed to have been made pursuant to **Section 10.6** of this Operating Agreement and the Company and other Members shall have the option to acquire such Shares in the manner set forth in **Section 10.6**.

10.10 Deadlock. If any matter submitted to a vote of the Members fails to be approved by the Members (“**Deadlock**”), the Members shall engage in good faith discussions to resolve the Deadlock. If, after 30 calendar days, the Deadlock is still not resolved by the required vote of the Members, the Deadlock shall be submitted to one or more mediators selected by the Members. If, after an additional 30 calendar days, the Deadlock is still not resolved with the required vote of the Members, for an additional 10 calendar days, any Member may deliver to the other Members a written offer to sell the Member’s Shares to the other Members on a Pro-Rata Basis for the Book Value of the Shares or to purchase the Shares of the other Members on a Pro-Rata Basis for the Fair Market Value of the Shares. The other Members shall then have for an additional 10 calendar days the exclusive right and option, but not obligation, to in writing either accept the Member’s offer to sell the Shares to the other Members or to accept the Member’s offer to purchase the Shares of the other Members. If the other Members reject the offer or fail to unanimously accept it within this period, the Member making the initial offer shall then have for an additional 10 calendar days the exclusive right and option to elect in writing to require the other Members to either purchase the Member’s Shares at their Book Value or to require the other Members to sell their Shares at their Fair Market Value. Any sale and purchase of the Shares under this **Section 10.10** shall be on the terms in **Sections 10.11, 10.12, 10.13, and 10.14** of this Operating Agreement.

10.11 Purchase Price.

10.11.1 The Purchase Price to be paid on the purchase and sale of Shares sold pursuant to **Sections 10.5.1 - 10.10** of this Operating Agreement shall be the Book Value of the Shares, meaning the amount equal to the Capital Account balance of the Member holding the Shares. However, the Member’s Capital Account shall be adjusted to exclude any adjustments made to the Member’s Capital Account pursuant to either **Section 1.4(b)** or **Section 1.4(d)** as of the last day of the month preceding the offer to sell or deemed offer to sell. If the parties to the transaction cannot agree on the Book Value of the Shares within 30 calendar days of the date of the offer or deemed offer, as appropriate, the certified public accountant customarily retained by the Company shall, in accordance with generally accepted accounting principles, consistently applied, determine the Book Value of the Shares. This determination shall be final and binding on all parties and enforceable by the issuance of the appropriate orders by a court of competent jurisdiction.

10.12 Payment of Purchase Price. The Purchase Price shall be paid in full by a certified or bank cashier’s check at the Closing (as defined in **Section 10.13**) or, at the sole election of the Company or Members purchasing the Shares, the Purchase Price shall be paid by the delivery of a certified or bank cashier’s check in an amount equal to 20 percent of the Purchase Price and the balance shall be paid pursuant to a nonnegotiable promissory note of the Company (the “**Note**”) providing for equal annual payments of principal, together with accrued interest, over the following 5-year period beginning on the first anniversary of the Closing. The Note, which shall be executed and delivered at Closing, shall provide for interest equal to the prime rate of interest published in the Wall Street Journal as of the date of the Note, which the rate of interest shall be adjusted thereafter on each anniversary of the Note to the prime rate published by the Wall Street Journal. The Note shall also provide that it may be prepaid without penalty, in whole or in part, at any time and from time to time. On default in any payment due under the Note for over 30 calendar days, the holder of the Note shall have the option to declare the entire unpaid balance immediately due and payable.

10.13 Closing. The sale and purchase of Shares pursuant to this **Article X** shall be consummated at a closing (the “**Closing**”) to be held within 60 calendar days following the determination of the Purchase Price. The Member selling the Shares is sometimes referred to as the “**Seller**” and the Company or Member purchasing the Shares is sometimes referred to as the “**Purchaser**”.

10.13.1 The Closing shall take place at the principal office of the Company or at another place the parties to the transaction may agree to in writing.

10.13.2 The date and time of the Closing shall be established by the Company, which shall provide written notice to the Seller at least seven calendar days before the Closing.

10.13.3 At the Closing, the Purchaser shall pay for the Shares in the manner provided by **Section 10.12** and the Seller shall execute and deliver (a) any certificates representing all of the Shares to be sold, duly endorsed for transfer, free and clear of all liens, encumbrances, and claims whatsoever and (b) such form (or forms) of assignment and other documents required by the Purchaser to legally and completely sell, transfer, and assign the Shares to the Purchaser.

10.13.4 If the Seller protests the Closing, does not attend the Closing, or otherwise does not deliver the appropriate certificates and/or assignments at the Closing,

- a. the sale, transfer, and assignment of the Shares shall nonetheless occur and be effective without the requirement of any action being taken by the Seller,
- b. the Purchase Price (and cash and/or Note, as applicable) shall be deposited with the Company, and
- c. the Company shall be entitled to and shall automatically and unilaterally adjust its books to reflect that the Shares have in fact been sold, transferred, and assigned to the Purchaser.

10.13.5 Each Member is irrevocably appointed as Seller’s true and lawful attorney in fact with the power to execute and deliver in the Seller’s place and stead all certificates, instruments, and documents necessary or incidental to the sale, transfer, and assignment of the Shares at the Closing. This power of attorney is irrevocable and is coupled with an interest and does not terminate on the Seller’s disability, but continues as long as this Operating Agreement is in effect.

10.14 Setoff. If any amount is or becomes payable by the Seller to the Purchaser, the Purchaser shall have the option to elect to reduce, on a dollar-for-dollar basis, any amount due or payable to the debtor Member under this Operating Agreement or otherwise by any such amount due or payable by the Seller to the Purchaser. This elective right of setoff shall be cumulative and in addition to any and all additional remedies to which the Purchaser may be entitled at law or equity.

ARTICLE XI

SALE OF THE COMPANY

If the Company receives an offer to purchase all or substantially all of the assets of the Company or an offer to be a party to a merger, a share exchange, or other combination, or if one or more Members who own, individually or together, more than 50 percent of the outstanding Shares (the “**Controlling Member(s)**”) receive an offer to purchase the Shares of the Controlling Member(s), the Controlling Member(s) may determine that:

- a. The terms and restrictions in **Article 10** shall not apply to such transaction.
- b. Each other Member shall cooperate fully in any such transaction and execute any document that may be desired or required and to take any other action and do any other thing that may be desired or required.
- c. At the option of the Controlling Member(s), each other Member shall sell the Member's Shares to the Company, the Controlling Member(s), or to the Person offering to purchase the Shares of the Controlling Member(s) at the price and on the terms provided in the offer.
- d. Any liability of the Members for post-closing adjustments and indemnification shall be shared by the Members, among themselves, by contribution, according to their respective Shares unless otherwise agreed to by the Members.

ARTICLE XII

DISSOLUTION

12.1 Dissolution of Company. The Company shall be dissolved and its affairs wound up on the first to occur of any one of the following:

- 12.1.1** the time, if any, specified in the Articles;
- 12.1.2** the happening of the event, if any, specified in the Articles;
- 12.1.3** the unanimous vote of the Member(s);
- 12.1.4** the filing of a Certificate of Dissolution, or its equivalent, with the Bureau; or
- 12.1.5** the entry of a decree of judicial dissolution.

12.2 Winding Up. On the dissolution of the Company, the Members shall promptly commence the winding up of the Company's business and affairs pursuant to and in accordance with the Act. All Company assets remaining after payment to creditors of the Company (including any Members who are creditors) shall be distributed to the Members in accordance with **Article VI**.

ARTICLE XIII

MISCELLANEOUS

13.1 Amendments. This Operating Agreement may only be amended only as follows:

13.1.1 Any amendment (other than in connection with the admission of an Admitted Member) that will (a) materially adversely affect (i) a Member's right to receive distributions or the timing or amount of the distributions, (ii) the amount of Profits or Losses allocated to a Member, or (iii) the voting rights of a Member or (b) result in or create any additional liabilities or obligations regarding any Member must be approved, and this Operating Agreement may be amended, only if approved by the Member that will be adversely affected.

13.1.2 Any other amendment may be approved, and this Operating Agreement may be amended, by a majority vote of the Members.

13.2 Waiver of Breach. The waiver of a breach of any provision of this Operating Agreement shall not operate as, or be construed as, a waiver of any subsequent breach. Each and every right, remedy, and power granted to any party by this Agreement or allowed it by law shall be cumulative and not exclusive of any other.

13.3 Severability. If any of the provisions of this Operating Agreement or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Operating Agreement or its application.

13.4 Entire Operating Agreement. The Articles and this Operating Agreement (the “**Organizational Documents**”) constitute the entire agreement among the parties pertaining to affairs of the Company and the conduct of its business. The Organizational Documents supersede and terminate any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations, and discussions, whether oral or written, between the parties pertaining to the affairs of the Company and the conduct of its business.

13.5 Interpretation. Where appropriate in this Operating Agreement, words used in the singular shall include the plural, and words used in the masculine include the masculine, feminine, and neuter.

13.6 Assignment and Delegation. The rights and obligations of the parties under this Operating Agreement may not be assigned or delegated.

13.7 Notice. All notices required to be sent pursuant to this Operating Agreement shall be personally delivered or mailed by certified or registered mail to the addresses of the Members indicated in the Company’s books. Notice of a Member’s change of address shall be mailed by certified mail to the Company’s registered office.

13.8 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding that any party is or may later become domiciled in a different state or jurisdiction.

13.9 Counterparts. This Operating Agreement may be executed in duplicate original counterparts, and all copies of this Operating Agreement so executed shall be deemed to be one Operating Agreement.

13.10 Securities Laws. Each Member acknowledges and represents the following:

13.10.1 that the Shares have not been registered under the Securities Act of 1933, as amended, or under the securities acts of any state in reliance on applicable exemptions under those laws, and may not be assigned or otherwise transferred without registration or an exemption, and

13.10.2 notwithstanding any provisions in this Operating Agreement, that no Shares may be offered or sold and no transfer of any Shares will be made, either by the Company or the Members, unless:

- i. the Shares are registered under the Securities Act of 1933 and any applicable state securities laws, or
- ii. an opinion of counsel for the Company is obtained to the effect that registration is not necessary.

13.11 Equitable Relief. Member(s) agree that the Company would be irreparably injured and would not have an adequate remedy at law if a Member(s) breached any of the covenants contained herein, including **Sections 3.9 and 3.10**. If any such breach occurs, the Company shall be entitled to injunctive relief, in addition to such

other remedies and relief that would, in the event of a breach of the provisions of this Agreement, be available to the Company. In the event of such a breach, in addition to any other remedies, the Company shall be entitled to receive from Member(s) payment of, or reimbursement for, its reasonable attorney fees and disbursements incurred in enforcing any such provision(s).

13.12 Conflicts of Interest. THE MEMBERS ACKNOWLEDGE THAT THE COUNSEL WHO PREPARED THIS AGREEMENT IS LEGAL COUNSEL FOR THE COMPANY AND THAT THEY (A) HAVE BEEN ADVISED THAT THEY SHOULD SEEK THE ADVICE OF THEIR OWN INDEPENDENT COUNSEL, INCLUDING TAX COUNSEL, AND (B) HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF SUCH COUNSEL. THE MEMBERS WAIVE ANY AND ALL CLAIMS THEY MAY HAVE AGAINST LEGAL COUNSEL PREPARING THE AGREEMENT, INCLUDING ANY AND ALL CLAIMS OF ANY POSSIBLE CONFLICT OF INTEREST REGARDING THIS AGREEMENT OR ITS PREPARATION.

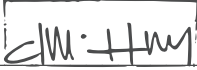
Signatures on the following page.

The parties have signed this, the Operating Agreement of BRHD Enterprises LLC, effective as of the date first written above.

COMPANY:

BRHD Enterprises LLC, a Florida limited liability company

MEMBER:

/s/ 

**Sunshine Clean LLC,
Christopher Henry, Member of Florida Clean LLC,
Member of Sunshine Clean LLC**

SCHEDULE 3.1

Each share is equal to 1% membership interest.

<u>MEMBER</u>	<u>SHARES</u>
Sunshine Clean LLC	100

SCHEDULE 3.2

<u>MEMBER</u>	<u>CAPITAL CONTRIBUTION</u>
Sunshine Clean LLC	\$100.00

AFFIDAVIT OF AUTHORIZATION

APPLICATION IS SIGNED BY INDIVIDUAL OWNER, APPLICANT, CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Vincent Ranieri (name), as Partner Member (owner/title) of Sunshine Clean, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

***Notes:**

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

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



Signature

11/1/2024

Date

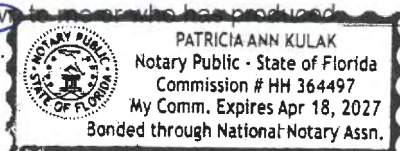
*****NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

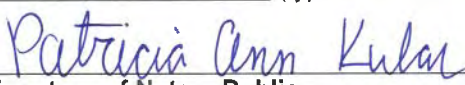
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of November, 2024, by

Vincent Ranieri (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL




Signature of Notary Public

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

STRAP NO. 04-48-25-B3-0140J.001A **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.

<u>Name and Address</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name, Address, and Office</u>	<u>Percentage of Stock</u>
Vincent Ranieri - 3733 Olde Well Run, Zionsville, IN 46077	25%
Chris Henry - 2316 S US 421, Zionsville, IN 46077	25%
Mike Deck - 15658 Bridgewater Club Blvd., Carmel, IN 46033	25%
Rod Bucher - 3720 Gifford Ave., Cicero, IN 46034	25%
_____	_____
_____	_____

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

<u>Name and Address</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name and Address</u>	<u>Percentage of Ownership</u>

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.

<u>Name, Address, & Office (if applicable)</u>	<u>Percentage of Stock</u>

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.

<u>Name and Address</u>

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.

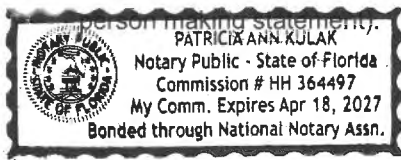
STATE OF: Florida COUNTY OF: Lee

Signature: _____

Signatory's Printed Name: Vincent Ranieri

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

1st (day) of November, (month) 2024 (year), by Vincent Ranieri (name of



Text

Signature of Notary Public - State of Florida: Patricia Ann Kulak

Name of Notary Typed, Printed, or Stamped: Patricia Ann Kulak

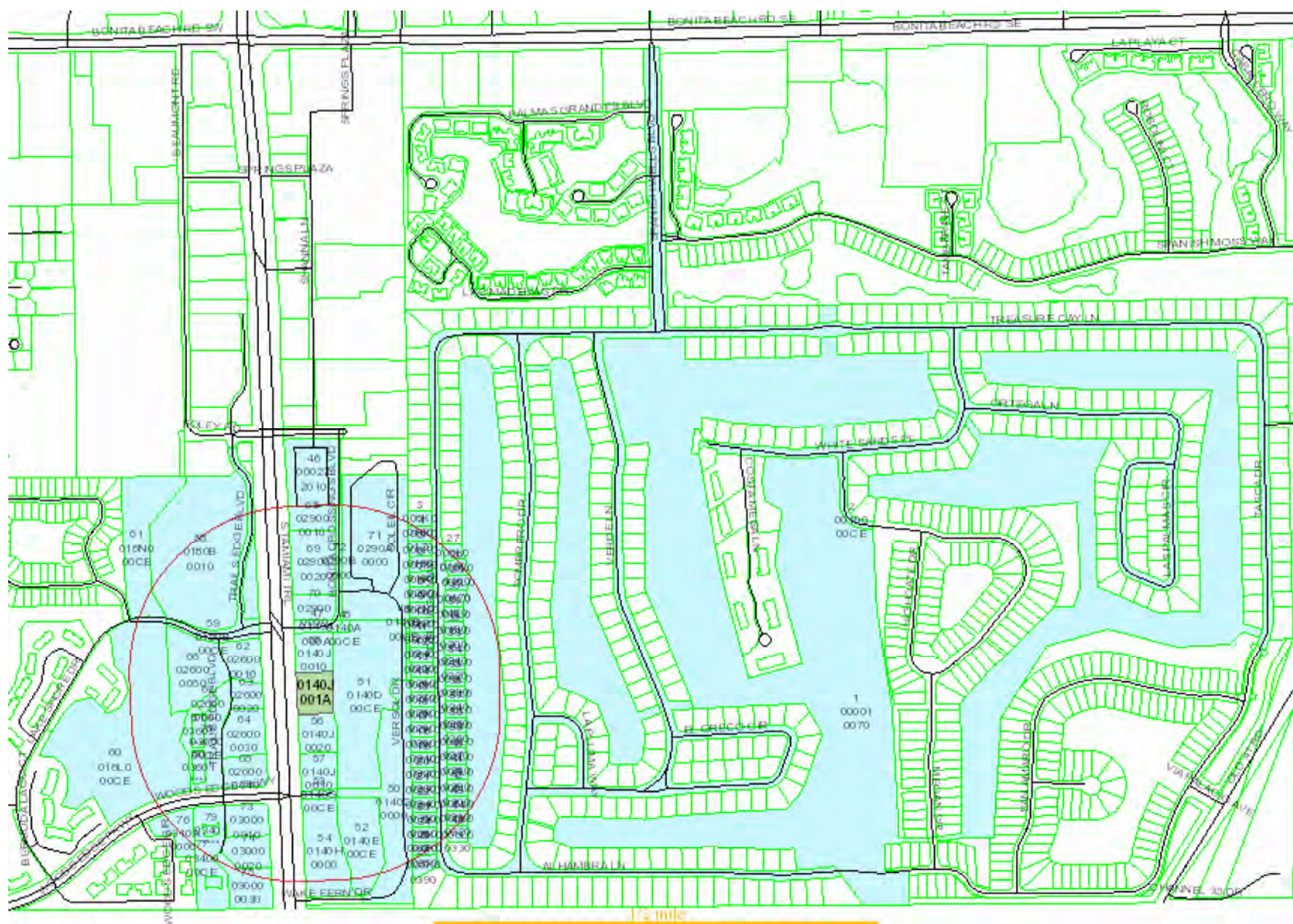
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

OwnerName	OwnerName2	MailAddress	MailAddress2	MailCity	MailState	MailZip	MailCountry
28500 BONITA CROSSING BLVD L P		210 SHIELDS CT		MARKHAM	ON	L3R 8V2	CANADA
CONNOLLY GEORGE L P & PAULA		56 GATESTONE DR		STONE	CRON	L8J 2T9	CANADA
DOVE JAMES A & BARBARA J		1535 HAIST ST UNIT 22		FONTHILL	ON	L0S 1E2	CANADA
MABRUCCO VITO		9 RIGGS CT		RICHMONT	ON	L4C 9N7	CANADA
MCLEOD KENNETH TR		464 FAIRWAY RD		WOODSTOCK	ON	N4T 0E7	CANADA
PALMER SUSAN		19 EQUESTRIAN CT		BRANTFORD	ON	N3P 1H1	CANADA
WALLACE RANDEE +		6636 TALBOT TRAIL		MERLIN	ON	N0P 1W0	CANADA
HEBER STEFANIA		BAEDERWIESEN 45		LUDWIGSBURG		71640	GERMANY
17801 SE 109 LLC		6180 NW 63RD WAY		PARKLAND	FL	33067	
28731 S TAMIAMI TRAIL RE LLC	TE WASH HOLDINGS LLC	1170 PITTSFORD VICTOR RD	STE 260	PITTSFORD	NY	14534	
ACKERMAN MARIE M		28700 TRAILS EDGE BLVD # 205		BONITA	SP FL	34134	
ALLRHOMES II LLC		11651 DEAN ST		BONITA	SP FL	34135	
ARRIGO JOHN C & SUSAN J		28444 DEL LAGO WAY		BONITA	SP FL	34135	
B + V PROPERTIES LLC		4600 EAST TAMIAMI TRAIL		NAPLES	FL	34112	
BERMUDEZ LEONARDO TORRES		4302 13TH ST W		LEHIGH AC	FL	33971	
BILL SMITH INC		PO BOX 1850		FORT MYER	FL	33902	
BOLLING RUSSELL A JR &		28546 SICILY LOOP		BONITA	SP FL	34135	
BONITA DINER LLC		5051 CASTELLO DR STE 222		NAPLES	FL	34103	
BONITA I LLC	FIVE DIAMONDS PROP MGMT INC	1250 TAMIAMI TRL N STE 307		NAPLES	FL	34102	
BREYER JULIUS T TR		28475 DEL LAGO WAY		BONITA	SP FL	34135	
BT + ST ENTERPRISES LLC		28951 TRAILS EDGE BLVD		BONITA	SP FL	34134	
CARLSLE CONDOMINIUM ASSN INC	SWFL CAM SERVICES	10231 METRO PKWY # 204		FORT MYER	FL	33966	
CARSON BRUCE C & MARY BETH		28463 DEL LAGO WAY		BONITA	SP FL	34135	
CHAN ALBERT & TERESA		19711 58TH AVE		FRESH MEADOWS	NY	11365	
CHCT FLORIDA LLC	PROPERTY VALUATION SERVICES	14400 METCALF AVE		OVERLAND	KS	66223	
CHRIST PETE S TR		16379 BONITA LANDING CIR		BONITA	SP FL	34135	
CIOFFI LAURA M		3 JOHNSON ST		OLD BRIDGE	NJ	8857	
CITY OF BONITA SPRINGS		9101 BONITA BEACH RD		BONITA	SP FL	34135	
CLINKENBEARD DAVID &		28700 TRAILS EDGE BLVD #606		BONITA	SP FL	34134	
COMANDINI ELAINE		28700 TRAILS EDGE BLVD #304		BONITA	SP FL	34134	
CUNHA FAMILY TRUST +		28424 DEL LAGO WAY		BONITA	SP FL	34135	
DAMICO MICHAEL A +		66 GARDEN CIR		CARIBOU	ME	4736	
DARDY WILLIAM A TR		14082 TIVOLI TER		BONITA	SP FL	34135	
DAVINCI LAND LLC		28901 TRAILS EDGE BLVD STE 206		BONITA	SP FL	34134	
DEVOE FAMILY LP		4100 TAMIAMI TRL N		NAPLES	FL	34103	
DIAMOND RIDGE CENTER	WELSH COMPANIES FL INC	2950 TAMIAMI TRL N		NAPLES	FL	34103	
DIAMOND RIDGE PROPERTIES	ALLIANT PROPERTY MANAGEMENT	13831 VECTOR AVE		FORT MYER	FL	33907	
DIAMOND RIDGE PROPERTIES	PROPERTY OWNERS ASSN	201 MUIRFIELD CIR		NAPLES	FL	34113	
DIAS-POSADAS SILVANA		28468 DEL LAGO WAY		BONITA	SP FL	34135	
EE PROPERTIES BONITA LLC		11983 TAMIAMI TRAIL N STE 156		NAPLES	FL	34110	
ERNER JAMES M & BRENDA K		28431 DEL LAGO WAY		BONITA	SP FL	34135	
ERNST FRAUKE		28471 DEL LAGO WAY		BONITA	SP FL	34135	

EVENSON PHILLIP JON &		28750 TRAILS EDGE BLVD APT 603	BONITA SP FL	34134
FARRELL EDWARD V & LEESA		704 N	ARLINGTON IL	60004
FIOCATI ANGELA &		28750 TRAILS EDGE BLVD #302	BONITA SP FL	34134
FORTY ONE SOUTH PROPERTY OWNER		460 VIRGINIA AVE	INDIANAPOLIS IN	46203
FRATTALLONE SYLVIA JEAN L/E		6300 FULTON ST E	ADA MI	49301
FRYE JAMES L & TRACY LYNN		15123 HAWTHORNE LANE	LAKESIDE MI	49116
GARDNER EDWARD L & JUDITH A		28750 TRAILS EDGE BLVD #202	BONITA SP FL	34134
GERACHSHENKO SVETLANA		17W201 HILLSIDE LANE	WILLOWBROOK IL	60527
GREUTERT ALBERTA L		28423 DEL LAGO WY	BONITA SP FL	34135
GULF COAST PLAZA LLC	FINANCE DEPT	26501 S TAMiami TRL	BONITA SP FL	34134
HALL C L TR		28460 DEL LAGO WAY	BONITA SP FL	34135
HARRISON ALAN J & SHERRY L		1010 SPANISH MOSS TRL	NAPLES FL	34108
HARTSHORN THOMAS R &		28700 TRAILS EDGE BLVD #301	BONITA SP FL	34134
HIDDEN LAKES AT BONITA SPRINGS	DARYL L STAIR	10440 GOLDEN EAGLE CT	PLANTATION FL	33324
HIERTA ULLA H		28750 TRAILS EDGE BLVD # 506	BONITA SP FL	34134
HILLIARD ROBERT I &		28700 TRAILS EDGE BLVD #303	BONITA SP FL	34134
HINTON RALPH M TR +		272 OAKMONT DR	BELPRE OH	45714
ITS MY TURN LLC		28408 DEL LAGO WAY	BONITA SP FL	34135
JACKSON JOSEPH L & ELIZA		28447 DEL LAGO WAY	BONITA SP FL	34135
JANITZ TERRY W & DOROTHY		28443 DEL LAGO WAY	BONITA SP FL	34135
JOYCE JOHN F & VIRGINIA L		28427 DEL LAGO WAY	BONITA SP FL	34135
KENNEDY SHARON L		28700 TRAILS EDGE BLVD #206	BONITA SP FL	34134
KENNEDY-EDWARDS ROBERT E &		28488 DEL LAGO WAY	BONITA SP FL	34135
KOHRs ROBERT J & MARY CAROL		5951 CLUBHOUSE POINTE DR	MEDINA OH	44256
KOZIAK RAYMOND J & BONNIE R		3411 DURR DR	ALQUIPPA PA	15001
KUMAR NARENDRA R +		3 E GROVE CT	FREELAND MI	48623
LAGO CANDO LLC		8951 BONITA BEACH RD #525-356	BONITA SP FL	34135
LASKER SETH S & STACI L		440 MILLS POINT RD	COLCHESTER VT	5446
LAURITA SHERYL ANN +		28700 TRAILS EDGE BLVD #402	BONITA SP FL	34134
LAVALLEE PAUL & KATJA		28483 DEL LAGO WAY	BONITA SP FL	34135
LEAR GREGORY E TR		28750 TRAILS EDGE BLVD #604	BONITA SP FL	34134
LEE ROBERT		13719 W LAUREL DR	LAKE FORE IL	60045
LI TAM HING & MO YUET WAH TR		28420 DEL LAGO WAY	BONITA SP FL	34135
LOUTH ROY W JR TR		28750 TRAILS EDGE BLVD #501	BONITA SP FL	34134
MARVIN L & MARGARET E WILLIS T		28492 DEL LAGO WAY	BONITA SP FL	34135
MASTERS LEWIS R JR &		8 MILLCREEK LN	MALVERN PA	19355
MAYLONE ROBERT R		747 CHARLES ST	ROCHESTER PA	15074
MB5 REAL ESTATE LLC	TOM MATTER	40528 US HIGHWAY 19 N	TARPON SPRING FL	34689
MCBRIDE MICHAEL J JR &		28750 TRAILS EDGE BLVD #401	BONITA SP FL	34134
MCCLOY VICKIE LYNN L/E		28700 TRAILS EDGE BLVD #602	BONITA SP FL	34134
MCKINNON JAMES		28750 TRAILS EDGE BLVD	BONITA SP FL	34134
MILLER JOHN C II &		28448 DEL LAGO WAY	BONITA SP FL	34135
MONDRY JOSEPH H & KATHRYN M		28456 DEL LAGO WAY	BONITA SP FL	34135

MURPHY NEELY A & DAVID		28476 DEL LAGO WAY	BONITA SP FL	34135
NUNN MARCIA J TR		28416 DEL LAGO WAY	BONITA SP FL	34135
OLSEN RACHEL ELIZABETH		28700 TRAILS EDGE BLVD 401	BONITA SP FL	34134
OUVERSON TIMOTHY & MARISA		28480 DEL LAGO WAY	BONITA SP FL	34135
PAUL JOHN R +		28479 DEL LAGO WAY	BONITA SP FL	34135
PEREIRA LUIS		144 STOKESAY CASTLE LN	READING PA	19606
PERUSKI LISA KAY TR		28435 DEL LAGO WAY	BONITA SP FL	34135
PHELAN FAMILIES LLC		1061 COLLIER CENTER WAY	NAPLES FL	34110
POLAND JOHN G & PATRICIA R		14055 E LARAMINE CT	CRESTWOC IL	60418
RAVINDRAN B GEETHA		3761 WHITE TRILLIUM	SAGINAW MI	48603
SANDLER DANIEL PAUL &		338 WAVERLY ST	BELMONT MA	2478
SARRAF LISA		28700 TRAILS EDGE BLVD #502	BONITA SP FL	34134
SCARBOROUGH THOMAS D TR		4717 STUART GLEN DR	NASHVILLE TN	37215
SCHRECK COLIN +		28750 TRAILS EDGE BLVD #206	BONITA SP FL	34134
SCHULZ RONALD P		200 HATCHERY RD	GANSEVOC NY	12831
SEYMOUR JUDITH A TR		28459 DEL LAGO WAY	BONITA SP FL	34135
SILVA HELIODORO C & MARIA F TR		28700 TRAILS EDGE BLVD #204	BONITA SP FL	34134
SLATE SHARON M		28440 DEL LAGO WAY	BONITA SP FL	34135
SMITH STUART		28750 TRAILS EDGE BLVD #502	BONITA SP FL	34134
SMOLINSKI JOSEPH J &		11144 BOYER CT	MOKENA IL	60448
SPANISH WELLS COMMUNITY	ASSN INC	9801 TREASURE CAY LN	BONITA SP FL	34135
SPANISH WELLS COMMUNITY ASSOCI	SPANISH WELLS COMM ASSOC INC	9821 TREASURE CAY	BONITA SP FL	34135
SPIRIT MASTER FUNDING VII LLC		2270 COLONIAL BLVD	FORT MYER FL	33907
SUNRISE AT THE OAK LLC		28439 DEL LAGO WAY	BONITA SP FL	34135
SUNRISE AT THE PALMS PROPERTY		28467 DEL LAGO WAY	BONITA SP FL	34135
SY LAND LLC	SYLAND LAND LLC	15100 TATENSHALL TER	SW RANCH FL	33331
TALBERT BARRY E TR		28700 TRAILS EDGE BLVD #203	BONITA SP FL	34134
TATARIAN GERALD +		28455 DEL LAGO WAY	BONITA SP FL	34135
THOMAS NORMAN R TR		1595 HAZELWOOD CT W	GREENWO IN	46143
TOP OF THE HILL LLC	LEONARD GOLDSTEIN	PO BOX 341	NIANTIC CT	6357
UHL EDGAR A & SHARON H		28419 DEL LAGO WAY	BONITA SP FL	34135
UNTON THEODORE F TR		28750 TRAILS EDGE BLVD #602	BONITA SP FL	34134
VAN TASSELL DONALD & MARCIA		28464 DEL LAGO WAY	BONITA SP FL	34135
VERSOL DRIVE OWNER LLC		733 THIRD AVE 24TH FLR	NEW YORK NY	10017
VEUGELER JOAN M & RANDALL R TR		9 SHADOW CREEK CIR	PALOS HEIL IL	60463
WARAMAUG BONITA SPRINGS LLC		13101 PRESTON RD #110-1060	DALLAS TX	75240
WERHLE ALENA		28750 TRAILS EDGE BLVD #503	BONITA SP FL	34134
WHITE MAX S TR		6002 FOX HILL RD	PROSPECT KY	40059
WILHELM DIANNE M		28750 TRAILS EDGE BLVD #605	BONITA SP FL	34134
WIMMENAUER WILLIAM &		2163 CALEDONIAN CT	GREENWO IN	46143
WOODING LARRY R + NINA S		2805 DEVERON CIR	PEKIN IL	61554
ZETTLER LOUIS A TR		28700 TRAILS EDGE BLVD #603	BONITA SP FL	34134
ZOLKIEWICZ RONALD W TR		2722 MEDALLIST LN	NAPLES FL	34109



TRAFFIC IMPACT STATEMENT

FOR

TOMMY'S CAR WASH

PROJECT NO. F2410.22

PREPARED BY:
TR Transportation Consultants, Inc.
2726 Oak Ridge Court, Suite 503
Fort Myers, Florida 33901
239-278-3090

Revised:
February 12, 2025

CONTENTS

- I. INTRODUCTION
- II. EXISTING CONDITIONS
- III. PROPOSED DEVELOPMENT
- IV. TRIP GENERATION
- V. TRIP DISTRIBUTION & PROJECT IMPACT
- VI. FUTURE TRAFFIC CONDITIONS
- VII. PROJECTED LEVEL OF SERVICE AND TURN LANE IMPROVEMENTS
- VIII. CONCLUSION

I. INTRODUCTION

TR Transportation Consultants, Inc. has conducted a traffic impact statement to fulfill requirements set forth by the City of Bonita Springs for projects seeking Special Exception approval. This report has been completed in compliance with guidelines established in the City of Bonita Springs Traffic Impact Statement Guidelines. The development site is located at 28731 Tamiami Trail in the City of Bonita Springs, Florida. The site location is illustrated on **Figure 1**.

The applicant is requesting a Special Exception approval to permit a single tunnel car wash facility. The subject site is currently zoned Community Commercial (CC) which allows for more intense uses than the proposed car wash facility. There will be a trip generation comparison of an approved development within the Appendix. Access to the subject site will be provided to the US 41 Service Road that runs parallel with US 41 along the east side of the site.

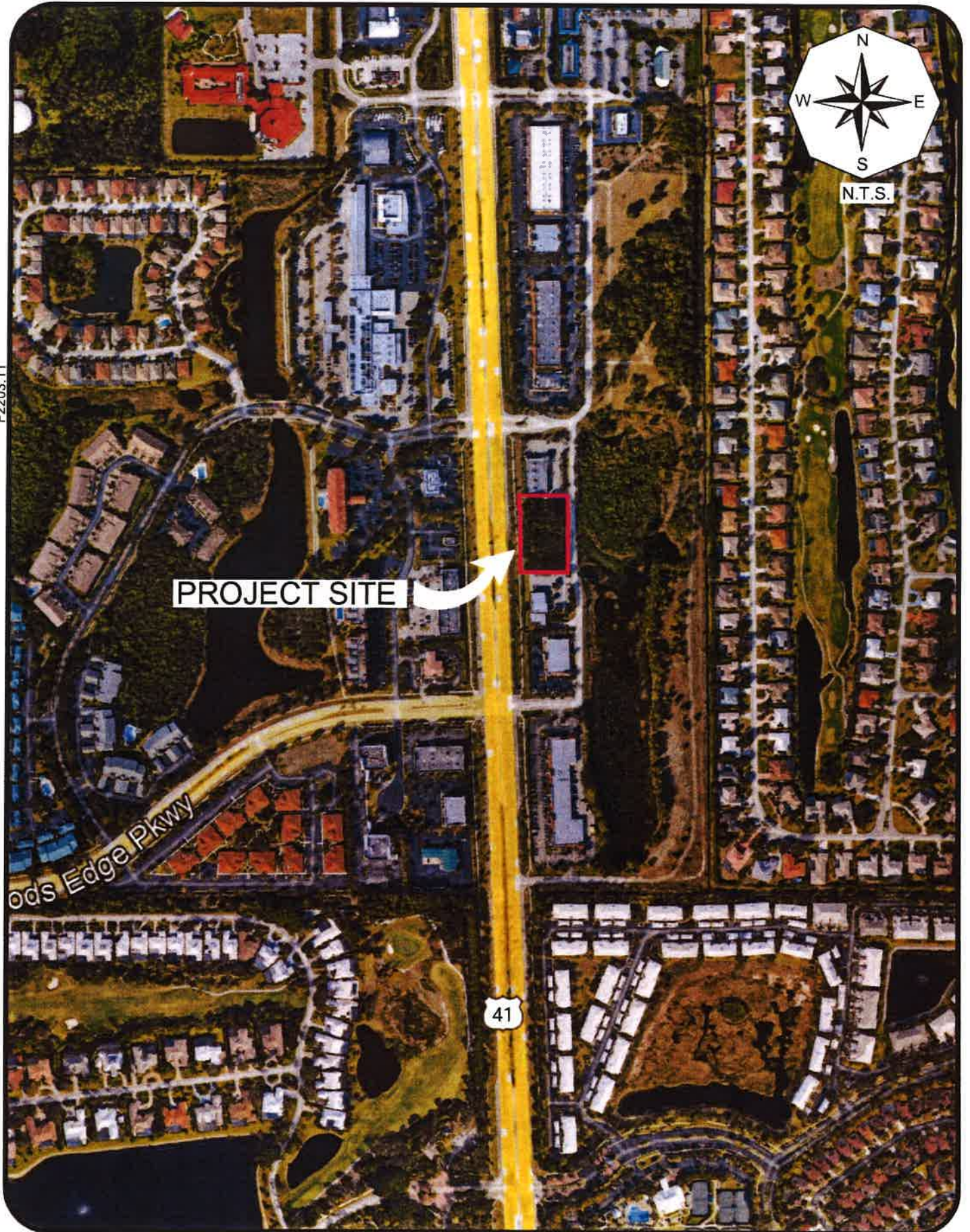
Methodology meeting notes were exchanged with the City of Bonita Springs Staff to discuss the requirements for the traffic study. The initial methodology meeting notes are attached to the Appendix of this report for reference.

This report examines the impact of the development on the surrounding roadways and site access intersections. Trip generation and assignments to the site access intersections will be completed and analysis conducted to determine the impacts of the development on the surrounding streets and intersections.

II. EXISTING CONDITIONS

The subject site is currently vacant. The subject site is bordered by retail uses to the north and south, US 41 Service Road to the east, and by US 41 to the west.

F2203.11



US 41 is a six-lane divided arterial that borders the subject site to the west. US 41 has a Context Classification of C3C and a posted speed limit of 45 mph is under the jurisdiction of the Florida Department of Transportation (FDOT).

US 41 Service Road is a two-lane undivided local roadway that borders the subject site to the east. Since US 41 Service Road does not have a posted speed limit, the speed limit per *Florida Statute 318.183 (2)* is 30 mph. US 41 Service Road is located within the subject site within a 40 foot wide ingress/egress easement and is privately maintained.

III. PROPOSED DEVELOPMENT

The subject site is located in the U.S. 41 Overlay District, which permits a car wash use but requires a Special Exception process to permit the single tunnel car wash facility. **Table 1** summarizes the land uses utilized for the trip generation purposes for the subject site.

Table 1
Land Use
Tommy's Car Wash

Land Use	Size
Tunnel Car Wash	1 Tunnel 4,552 Sq. Ft.

Access to the subject site will be provided to the US 41 Service Road that runs parallel with US 41 along the east side of the site.

IV. TRIP GENERATION

The trip generation for the proposed development was determined by referencing the Institute of Transportation Engineer's (ITE) report, titled *Trip Generation Manual*, 11th Edition. Land Use Code 948 (Automated Car Wash) was utilized to estimate the trip generation for the proposed development. The trip equations utilized from this land use

are contained in the Appendix of this report for reference. **Table 2** outlines the anticipated weekday P.M. peak hour trip generation of the subject site.

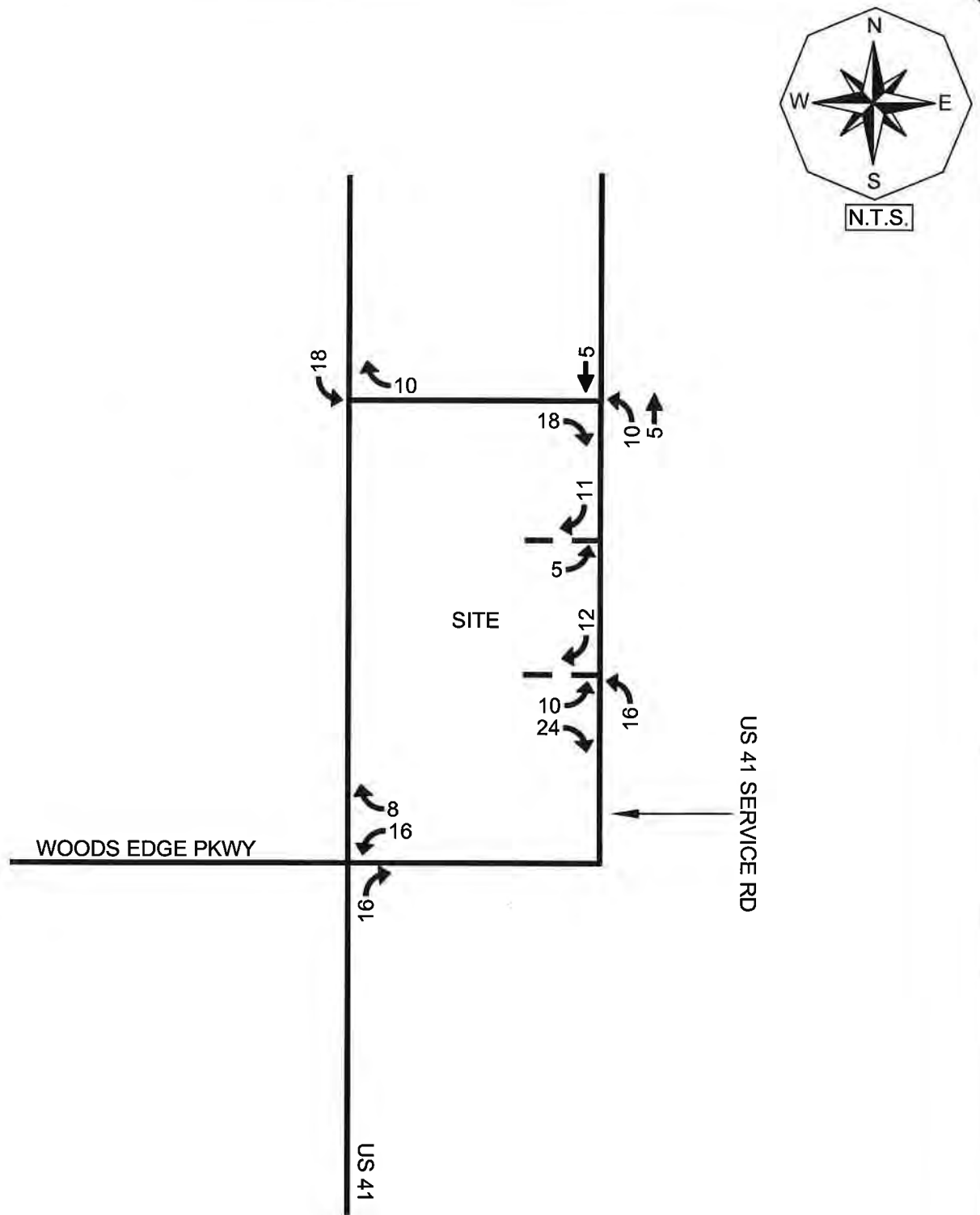
Table 2
Trip Generation
Tommy's Car Wash

Land Use	Weekday P.M. Peak Hour		
	In	Out	Total
Automated Car Wash (1 Tunnel)	39	39	78

V. TRIP DISTRIBUTION & PROJECT IMPACT

The trips shown in Table 2 were then assigned to the surrounding roadway system based on the anticipated routes the drivers will utilize to approach the site. The anticipated trip distribution of the development traffic is shown on **Figure 2**. Also shown on Figure 2 is the site traffic assignment to the proposed site access drives and surrounding intersections.

In order to determine which roadway segments surrounding the site may be significantly impacted as outlined by the City of Bonita Springs Traffic Impact Statement Guidelines, **Table 1A**, in the Appendix of this report, was created. This table indicates which roadway links will exceed 2% or 3% of the directional peak hour capacity of the Level of Service Standard. The Level of Service Thresholds were obtained from the FDOT 2023 *Multimodal Quality/Level of Service Volume* Tables for C3C roadways. Based on Table 1A, no roadway segments are projected to be significantly impacted as a result of the proposed development.



LEGEND

- ← 000 WEEKDAY PM PEAK HOUR SITE TRAFFIC
- ← 20% → PERCENT TRIP DISTRIBUTION

TRIP DISTRIBUTION & SITE TRAFFIC ASSIGNMENT TOMMY'S CAR WASH

Figure 2

A trip generation comparison was completed based on uses that could be constructed on this site based on the existing zoning of the property. Based on the Community Commercial zoning, a Fast Food with Drive-through could be constructed on this site without applying for a Special Exception. For comparison purposes, a fast-food restaurant containing approximately 5,000 square feet of floor area and a drive-through lane was assumed for this parcel. Included in the Appendix of this report is the weekday P.M. peak hour trip generation of the site should a fast food restaurant be constructed on this site. Based on the comparison, a fast food restaurant would generate approximately 111% more weekday P.M. peak hour trips than the proposed car wash facility during the weekday P.M. peak hour. During the A.M. peak hour, when the car wash is typically not very busy (no trip generation data is available for an automated car wash during the A.M. peak hour), a fast food restaurant can generate up to 223 peak hour trips, which is significantly more than a car wash would generate during this time period. The table illustrating the trip generation comparison is include in the Appendix of this report for reference.

VI. FUTURE TRAFFIC CONDITIONS

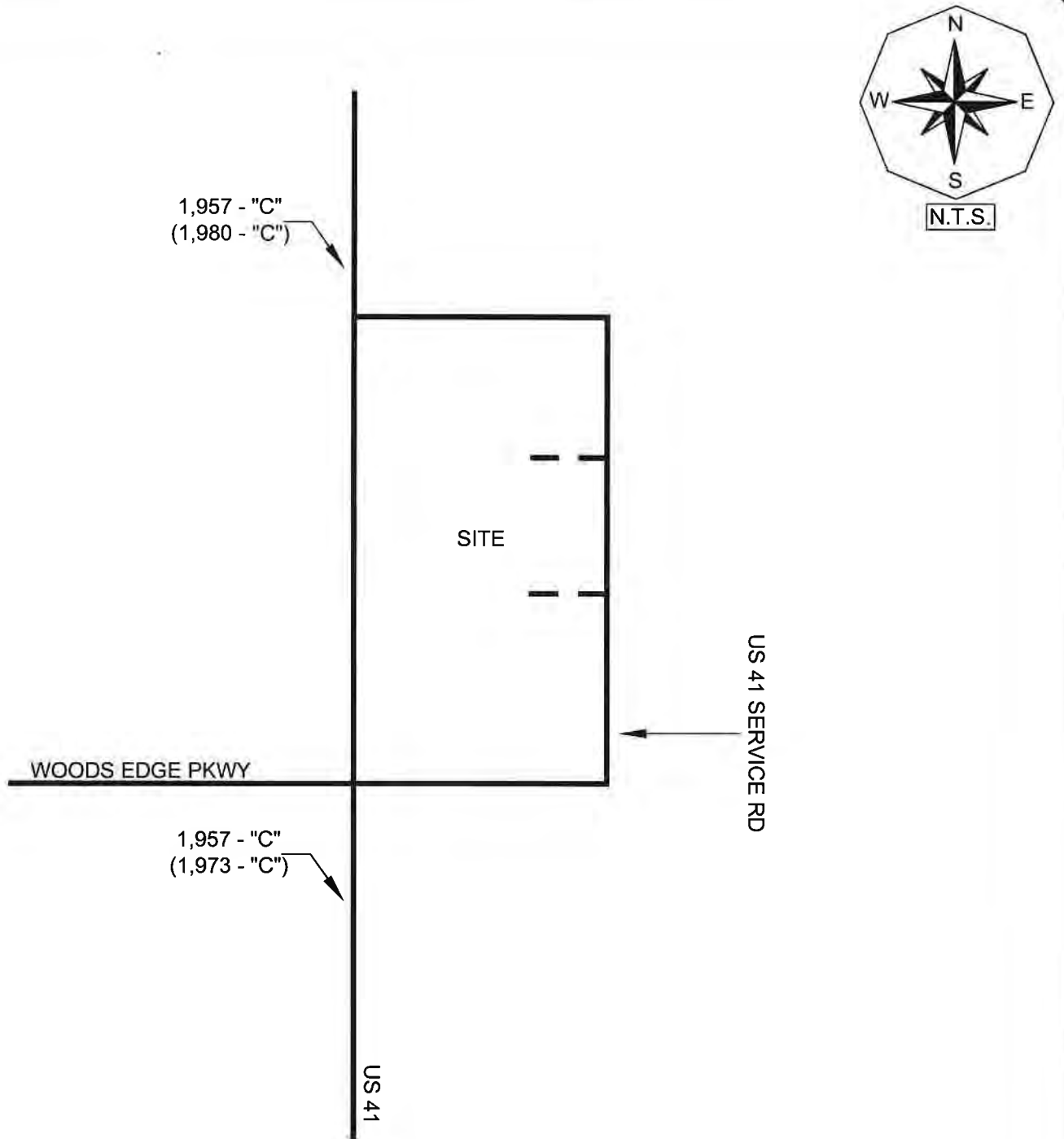
A horizon year analysis of 2026 was selected as the analysis year to evaluate the future impacts this project will have on the surrounding roadway network. All background growth on Bonita Beach Road will be due to vested traffic data provided by the City. The existing roadway link traffic data was obtained from the 2024 *City of Bonita Springs Traffic Count Report* by taking the Peak Season, Peak Direction volume from the three (3) day count summary as provided for each count station in the traffic count report. Based on the project distribution shown in Figure 2, the link data was analyzed for the year 2026 without the development and year 2026 with the development.

Figure 3 indicates the year 2026 peak hour – peak direction traffic volumes and Level of Service for the various roadway links within the study area. Noted on Figure 3 is the peak hour – peak direction volume and Level of Service of each link should no development occur on the subject site and the peak hour – peak direction volume and Level of Service for the weekday A.M. and P.M. peak hour with the development traffic added to the roadways. This figure was derived from **Table 2A** contained in the Appendix.

VII. PROJECTED LEVEL OF SERVICE AND TURN LANE IMPROVEMENTS

Figure 3 details the Levels of Service for all links inside the project's area of influence based on this analysis. In comparing the links' functional classification and calculated 2026 traffic volumes to the Service Volume Tables, it was determined US 41 north and south of Woods Edge Parkway will operate at LOS "C" in 2026 both with and without the proposed development traffic. Therefore, no roadway capacity improvements will be required as a result of this analysis.

F2410.22



LEGEND

XXX - "X" 2026 PEAK SEASON PEAK HOUR PEAK DIRECTION BACKGROUND TRAFFIC AND LEVEL OF SERVICE DESIGNATION

(XXX - "X") 2026 PEAK SEASON PEAK HOUR PEAK DIRECTION BACKGROUND TRAFFIC PLUS PM PEAK PROJECT TRAFFIC AND LEVEL OF SERVICE DESIGNATION

Turn Lane analysis was conducted at the existing site access drive intersection serving the facility based on the requirements contained in the most recent Administrative Code 11-4 (Lee County Turn Lane Policy). A summary of the turn lane criteria is outlined below.

Left Turn Lane On Local Street – US 41 Service Road

*Posted speed limit on the local street is equal to or greater than thirty (30) mph and the peak hour left turning movement is sixty (60) or more – Criteria Met – **Yes, the speed limit is 30 mph.***

Number of Left Turning Movements:

On multi-lane facilities the number of left turning vehicles exceeds one hundred (100) during the peak hour of the local street.

*On two-lane two-way facilities the number of left turning vehicles from the local street exceeds (60) sixty during either the peak hour of the local street and the opposing through and right turn traffic volume exceeds five hundred (500) vehicles during either the A.M. or P.M. peak hour of the local street. – Criteria Met – **No, the left turning movement does not exceed 60 vehicles.***

*Available Sight Distance for left turning approaching traffic: or for approaching traffic moving in either direction to observe the left turning vehicle is less than the value shown in Table A-1 for the posted speed limit of the local street– Criteria Met – **No.***

*Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants in the next five years– Criteria Met – **N/A.***

*It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users – Criteria Met – **N/A.***

At least two or more criteria need to be met to warrant a left turn lane. Since two criteria are not met, a separate northbound left turn lane is **NOT** warranted at proposed southern site access drive on US 41 Service Road.

Right Turn Lane On Local Street – US 41 Service Road

Posted speed limit on the local street is equal to or greater than thirty (30) mph –
Criteria Met – **Yes, the speed limit is 30 mph.**

Number of right turning movements from the local street is equal to or greater than sixty (60) during either A.M. or P.M. peak hour of the local street – Criteria Met – **No, the right turning movement does not exceed 60 vehicles.**

Available Sight Distance for a right turning vehicle to be seen by through traffic traveling in the same direction is less than the value shown in Table A-1 for the design speed of the local street – Criteria Met – **No.**

Traffic Control of the intersecting street or access point connection is a signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year– Criteria Met – **N/A.**

It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users – Criteria Met – **N/A.**

At least two or more criteria need to be met to warrant a right turn lane. Since two criteria are not met, separate southbound right turn lanes are **NOT** warranted at proposed site access drives on US 41 Service Road.

VIII. CONCLUSION

The proposed development located at 28731 Tamiami Trail the City of Bonita Springs, Florida will not degrade the Level of Service on the roadways within the study area. US 41, north and south of Woods Edge Parkway was shown to operate at a Level of Service “C” both with and without the proposed development in the PM peak hour conditions. Therefore, roadway capacity improvements will not be warranted as a result of the proposed development.

Turn lane analysis was conducted based on criteria outlined in the Lee County Turn Lane Policy (AC 11-4). Based upon the turn lane analysis, separate turn lanes will not be warranted at the proposed site access drives on US 41 Service Road.

Much higher trip generation uses could be constructed on this site based on the existing zoning of the site (Community Commercial). A fast-food restaurant with a drive-through lane would generate approximately 111% more weekday P.M. peak hour trips than the proposed car wash use and even more trips in the A.M. peak hour as the car wash is typically not busy during the weekday A.M. peak hour. Therefore, the Special Exception request will not have detrimental impact on the adjacent roadways is consistent with the regulations as outlined in the Bonita Plan.

APPENDIX

METHODOLOGY MEETING NOTES

MEMORANDUM

TO: Mr. Tom Ross, P.E.
Jacobs

FROM: Ted Treesh
President

DATE: November 15, 2024

RE: Tommy's Car Wash – 28731 South Tamiami Trail
Special Exception Traffic Impact Statement Methodology
City of Bonita Springs

This memorandum summarizes the methodology that will be utilized for the traffic impact analysis to be prepared by TR Transportation Consultants, Inc. for the Special Exception application to develop a single tunnel car wash facility at 28731 South Tamiami Trail in the City of Bonita Springs.

Access to the subject site will be provided to the U.S. 41 Service Road that runs parallel with U.S. 41 along the east side of the site. Existing access connections to U.S. 41 exist to the north at a directional median opening and to the south at the signalized intersection of Woods Edge Parkway. The TIS will be prepared consistent with the methodology outlined in City of Bonita Springs Resolution No. 17-07.

TRIP GENERATION

The trip generation will be completed utilizing the Institute of Transportation Engineer's (ITE) report, *Trip Generation Manual*, 11th Edition. Land Use Code 948 (Automated Car Wash) will be utilized for the trip generation purposes of the proposed development. **Table 1** summarizes the proposed uses on the subject site.

**Table 1
Land Uses
Tommy's Car Wash**

Land Use	Size
Tunnel Car Wash	1 Tunnel 4,552 Sq. Ft.

Table 2 reflects the total weekday PM peak hour trip generation of the proposed development. ITE does not have any weekday AM peak hour or daily trip generation for this land use. The new trips in Table 2 will be used in the Level of Service analysis for the adjacent roadway segments. The number of Tunnels was utilized as the Independent Variable to compute the trip generation.

**Table 2
Trip Generation
Tommy's Car Wash**

Land Use	Weekday P.M. Peak Hour		
	In	Out	Total
Car Wash (1 Tunnel)	39	39	78

TRIP DISTRIBUTION

The trip distribution for the project trips was estimated manually and was based on the available roadway network and commuting patterns in the area. It was assumed that 60% of project trips will be to/from the north on U.S. 41 and 40% from the south on U.S. 41.

STUDY AREA

The study area will consist of arterial and collector roads where the project related trips equals or exceeds 2% or 3% of the directional peak hour capacity of the level of service standard for each roadway segment. The attached Table 1A identifies the anticipated roadway segments that will be impacted by the 2% and 3% impact.

EXISTING/FUTURE TRAFFIC

Existing traffic conditions will be based on the traffic data as reported in the **2024 City of Bonita Springs Traffic Count Report** prepared by FTE.

Analysis scenarios will be as follows:

- Existing traffic within the study area
- 2026 Future Background Traffic Conditions
- 2026 Future Background Traffic Conditions plus PM peak hour project trips added to the links.

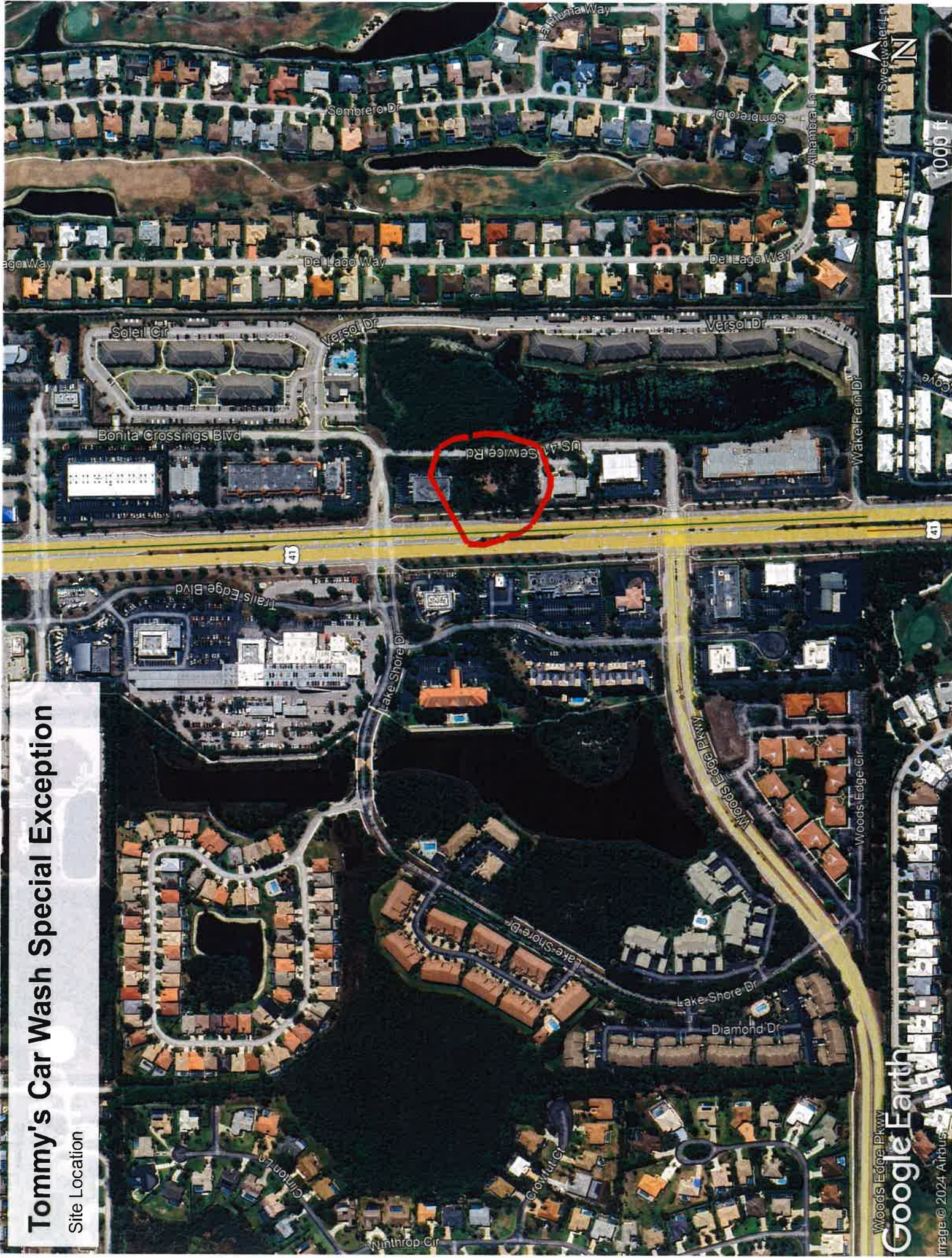
Turn lane improvements at the site access drives on the U.S. 41 Access Road intersection will be evaluated based upon the turn lane criteria in the Lee County Turn Lane Policy (Administrative Code 11-4).

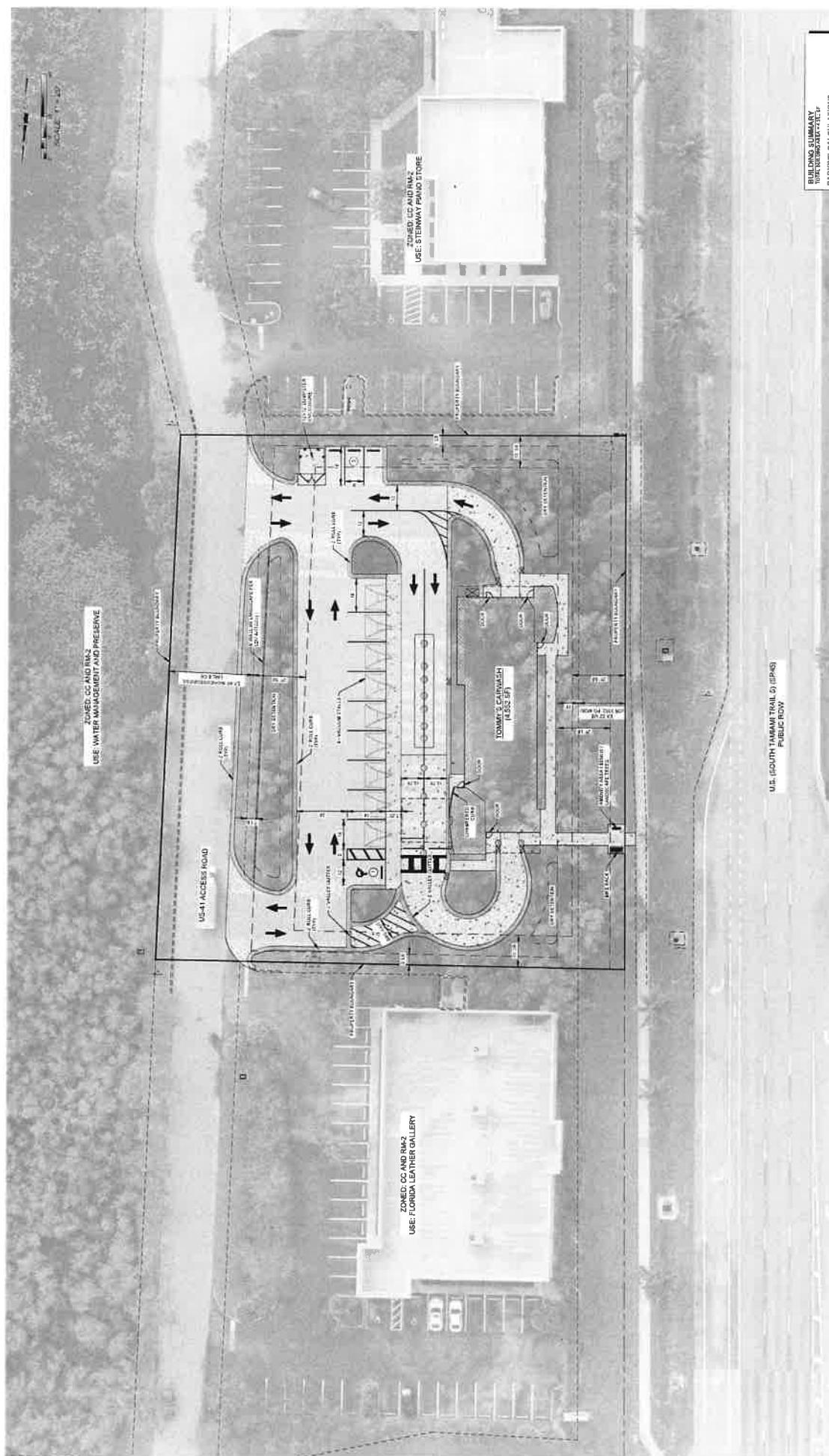
Attachments

K:\2024\10 October\22 Tommy's Car Wash Special Exception Bonita Springs\Methodology\11-15-2024 TIS Methodology.doc

Tommy's Car Wash Special Exception

Site Location





BUILDING SUMMARY
TOTAL NET SQ. FT. = 431,124

PARKING CALCULATIONS
CAR SPACES PER 1,000 SF
CITY OF BOSTON SPREADSHEET RECOMMENDATION
1.5 SPACES PER CAR TRAIL STALL

TOTAL REQUIRED SPACES = 1.5 x 1.3 = 1.95 SPACES
TOTAL PROVIDED SPACES = 4 (INCLUDES 1 HANDBIKE SPACE)

TOMMY'S EXPRESS CARWASH
EXHIBIT IV-G, CONCEPTUAL SITE PLAN
REVISED: 10/22/2024

4933 North Tamiami Trail, Suite 201,
Naples, Florida 34103
Office: 239.488.5629
Certificate of Authorization: 38057
www.BlueShoreEngineering.com



Blueshore Engineering
BUILT ON INTEGRITY

TABLES 1A, 2A, & 3A

TABLE 1A
PROJECT'S AREA OF IMPACT
TOMMY'S CAR WASH

TOTAL PM PEAK HOUR PROJECT TRAFFIC =		78 VPH	IN=	39	OUT=	39					
<u>ROADWAY</u>	<u>SEGMENT</u>	<u>ROADWAY</u> <u>CLASS</u>	<u>LOS A</u> <u>VOLUME</u>	<u>LOS B</u> <u>VOLUME</u>	<u>LOS C</u> <u>VOLUME</u>	<u>LOS D</u> <u>VOLUME</u>	<u>LOS E</u> <u>VOLUME</u>	<u>PERCENT</u>		<u>2% / 3%</u> <u>IMPACT</u>	
								<u>PROJECT</u> <u>TRAFFIC</u>	<u>TRAFFIC</u>		
U.S. 41	N. of Woods Edge Pkwy	6LD	0	0	2,602	2,955	2,955	60%	23	0.8%	
	S. of Woods Edge Pkwy	6LD	0	0	2,602	2,955	2,955	40%	16	0.5%	

* Level of Service Thresholds for Bonita Beach Road were obtained from the FDOT 2023 Multimodal Quality/Level of Service Handbook based on C3C Context Classification

TABLE 2A

39

2026

¹ The 2024 Peak Hour Peak Season Peak Direction Volumes for all roadways were taken from the Avg. of the three (3) weekday PM Peak Hour Peak Direction counts as contained in the 2024 City of Bonita Springs Traffic Count Report.

**TABLE 3A
ANNUAL GROWTH RATE CALCULATIONS
BASED UPON HISTORICAL AADT DATA**

<u>ROADWAY</u>	<u>SEGMENT</u>	<u>CURRENT</u> <u>ID#</u>	<u>BASE</u> <u>AADT</u> <u>VOLUME</u>	<u>2022</u> <u>AADT</u> <u>VOLUME</u>	<u>YRS OF</u> <u>GROWTH</u>	<u>ANNUAL</u> <u>GROWTH</u> <u>RATE</u>	<u>ACTUAL</u> <u>GROWTH</u> <u>RATE</u>
US 41	S. of Bonita Beach Road	0009	35,600	40,800	7	2.00%	1.97%

* Traffic volumes were obtained from the 2022 City of Bonita Springs Traffic Count Report.

*** In instances where the historical data indicates a reduction in traffic or insufficient data was available to calculate

a growth rate due to construction, a minimum annual growth rate of 2.0% was assumed.

SAMPLE GROWTH RATE CALCULATION

$$\text{Annual Growth Rate (AGR)} = \frac{\text{2022 AADT}^{\wedge(1/\text{Yrs of Growth})}}{\text{BASE AADT}} - 1$$

$$\text{AGR (US 41)} = \frac{40,800^{\wedge(1/7)}}{35,600} - 1$$

$$\text{AGR (US 41)} = 1.97\%$$

FDOT GENERALIZED LEVEL OF SERVICE VOLUME TABLES

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Peak Hour Directional

Peak Hour Two-Way

AADT



(C3C-Suburban Commercial)

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

**TRAFFIC DATA FROM 2024 CITY OF
BONITA SPRINGS TRAFFIC COUNT
REPORT**

FTE

Page 1

8250 Pascal Dr
Punta Gorda, FL 33950
Ph# (941) 639 2818, Fax# (941) 209 5331

Site Code: 150588000000
Station ID: 120009111100
US-41 S OF BEAUMONT RD

Start Time	13-Feb-24 Tue	NB		Hour Totals		SB		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		27	427			7	388				
12:15		24	402			15	407				
12:30		18	454			10	412				
12:45		17	427	86	1710	10	353	42	1560	128	3270
01:00		15	413			9	355				
01:15		10	429			10	387				
01:30		9	410			3	412				
01:45		10	403	44	1655	5	440	27	1594	71	3249
02:00		6	489			6	410				
02:15		4	461			5	375				
02:30		6	484			5	385				
02:45		8	453	24	1887	2	407	18	1577	42	3464
03:00		8	429			6	362				
03:15		7	389			5	374				
03:30		10	433			8	329				
03:45		8	408	33	1659	7	369	26	1434	59	3093
04:00		7	455			9	318				
04:15		14	395			7	373				
04:30		16	465			23	335				
04:45		19	448	56	1763	40	374	79	1400	135	3163
05:00		17	482			37	365				
05:15		34	418			51	430				
05:30		44	446			79	341				
05:45		50	433	145	1779	123	347	290	1483	435	3262
06:00		61	515			136	261				
06:15		85	515			223	307				
06:30		135	387			283	239				
06:45		120	354	401	1771	356	257	998	1064	1399	2835
07:00		165	330			381	244				
07:15		187	326			439	194				
07:30		210	282			477	214				
07:45		270	250	832	1188	458	142	1755	794	2587	1982
08:00		260	230			529	136				
08:15		294	202			484	143				
08:30		275	182			448	107				
08:45		281	149	1110	763	481	121	1942	507	3052	1270
09:00		260	208			418	120				
09:15		325	164			437	115				
09:30		344	132			456	105				
09:45		341	133	1270	637	390	86	1701	426	2971	1063
10:00		325	102			407	80				
10:15		370	103			380	63				
10:30		372	73			438	50				
10:45		378	71	1445	349	397	41	1622	234	3067	583
11:00		381	54			403	30				
11:15		419	55			410	18				
11:30		408	29			439	12				
11:45		414	25	1622	163	413	15	1665	75	3287	238
Total		7068	15324			10165	12148			17233	27472
Percent		31.6%	68.4%			45.6%	54.4%			38.5%	61.5%

PM Peak

$$1779 + 1969 + 1894 = 5642 / 3 = 1881$$

FTE

8250 Pascal Dr
Punta Gorda, FL 33950
Ph# (941) 639 2818, Fax# (941) 209 5331

Site Code: 150588000000
Station ID: 120009111100
US-41 S.OF BEAUMONT RD

Start Time	14-Feb-24 Wed	NB		Hour Totals		SB		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		34	451			17	330				
12:15		20	449			14	388				
12:30		15	445			14	451				
12:45		10	410	79	1755	7	432	52	1601	131	3356
01:00		9	501			6	420				
01:15		10	480			4	481				
01:30		5	462			10	460				
01:45		12	400	36	1843	9	416	29	1777	65	3620
02:00		10	449			5	396				
02:15		5	431			7	368				
02:30		8	439			5	326				
02:45		5	469	28	1788	5	395	22	1485	50	3273
03:00		5	458			3	352				
03:15		7	494			4	354				
03:30		7	466			8	332				
03:45		8	412	27	1830	13	407	28	1445	55	3275
04:00		5	466			9	345				
04:15		9	347			10	389				
04:30		14	485			16	333				
04:45		19	451	47	1749	33	381	68	1448	115	3197
05:00		22	514			45	370				
05:15		30	493			52	414				
05:30		30	510			83	329				
05:45		39	452	121	1969	107	380	287	1493	408	3462
06:00		56	521			135	389				
06:15		79	458			208	371				
06:30		122	422			297	284				
06:45		148	335	405	1736	336	295	976	1339	1381	3075
07:00		173	298			397	236				
07:15		208	295			403	219				
07:30		233	255			431	187				
07:45		271	269	885	1117	432	200	1663	842	2548	1959
08:00		268	277			461	170				
08:15		282	221			507	166				
08:30		278	216			495	157				
08:45		349	202	1177	916	475	125	1938	618	3115	1534
09:00		365	211			532	122				
09:15		339	210			502	116				
09:30		326	210			387	115				
09:45		349	160	1379	791	401	101	1822	454	3201	1245
10:00		311	125			349	90				
10:15		349	122			397	83				
10:30		382	130			408	73				
10:45		399	101	1441	478	407	77	1561	323	3002	801
11:00		464	112			437	45				
11:15		457	71			489	39				
11:30		433	55			445	31				
11:45		404	30	1758	268	349	26	1720	141	3478	409
Total		7383	16240			10166	12966			17549	29206
Percent		31.3%	68.7%			43.9%	56.1%			37.5%	62.5%

FTE

8250 Pascal Dr
Punta Gorda, FL 33950

Ph# (941) 639 2818, Fax# (941) 209 5331

Site Code: 150588000000
Station ID: 120009111100
US-41 S.OF BEAUMONT RD

Start Time	15-Feb-24 Thu	NB		Hour Totals		SB		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		41	451			20	393				
12:15		42	408			18	424				
12:30		25	432			14	425				
12:45		20	438	128	1729	10	413	62	1655	190	3384
01:00		29	407			13	389				
01:15		15	436			9	406				
01:30		11	442			10	370				
01:45		10	398	65	1683	6	355	38	1520	103	3203
02:00		12	419			9	314				
02:15		12	389			4	373				
02:30		9	416			2	366				
02:45		7	466	40	1690	3	376	18	1429	58	3119
03:00		10	468			4	348				
03:15		7	519			7	313				
03:30		10	490			10	364				
03:45		10	434	37	1911	6	382	27	1407	64	3318
04:00		5	441			12	276				
04:15		11	385			8	343				
04:30		20	485			22	307				
04:45		20	461	56	1772	37	360	79	1286	135	3058
05:00		25	476			37	322				
05:15		35	429			51	387				
05:30		40	485			63	352				
05:45		51	504	151	1894	110	363	261	1424	412	3318
06:00		61	522			154	264				
06:15		86	432			206	300				
06:30		119	386			321	238				
06:45		150	344	416	1684	323	235	1004	1037	1420	2721
07:00		149	360			368	230				
07:15		196	320			382	193				
07:30		239	282			468	182				
07:45		252	243	836	1205	490	167	1708	772	2544	1977
08:00		280	231			492	140				
08:15		286	260			452	146				
08:30		258	200			461	139				
08:45		325	187	1149	878	410	143	1815	568	2964	1446
09:00		279	196			404	156				
09:15		303	155			452	108				
09:30		329	153			430	92				
09:45		337	145	1248	649	430	113	1716	469	2964	1118
10:00		310	136			351	80				
10:15		335	133			403	63				
10:30		372	121			350	49				
10:45		382	70	1399	460	384	67	1488	259	2887	719
11:00		382	63			390	44				
11:15		397	47			405	31				
11:30		385	54			403	35				
11:45		390	45	1554	209	419	20	1617	130	3171	339
Total		7079	15764			9833	11956			16912	27720
Percent		31.0%	69.0%			45.1%	54.9%			37.9%	62.1%
Grand Total		21530	47328			30164	37070			51694	84398
Percent		31.3%	68.7%			44.9%	55.1%			38.0%	62.0%

ADT ADT 45,364 AADT 45,364

TRIP GENERATION COMPARISON

Table 1
Trip Generation – Fast Food Restaurant

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Fast Food Restaurant with Drive-Through (5,000 Sq. Ft.)	114	109	223	86	79	165	2,337

Table 2
Trip Generation – Automated Car Wash

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Automated Car Wash (1 Tunnel)	-	-	-	39	39	78	-

TRIP GENERATION EQUATIONS

Automated Car Wash (948)

Vehicle Trip Ends vs: Car Wash Tunnels

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: 3

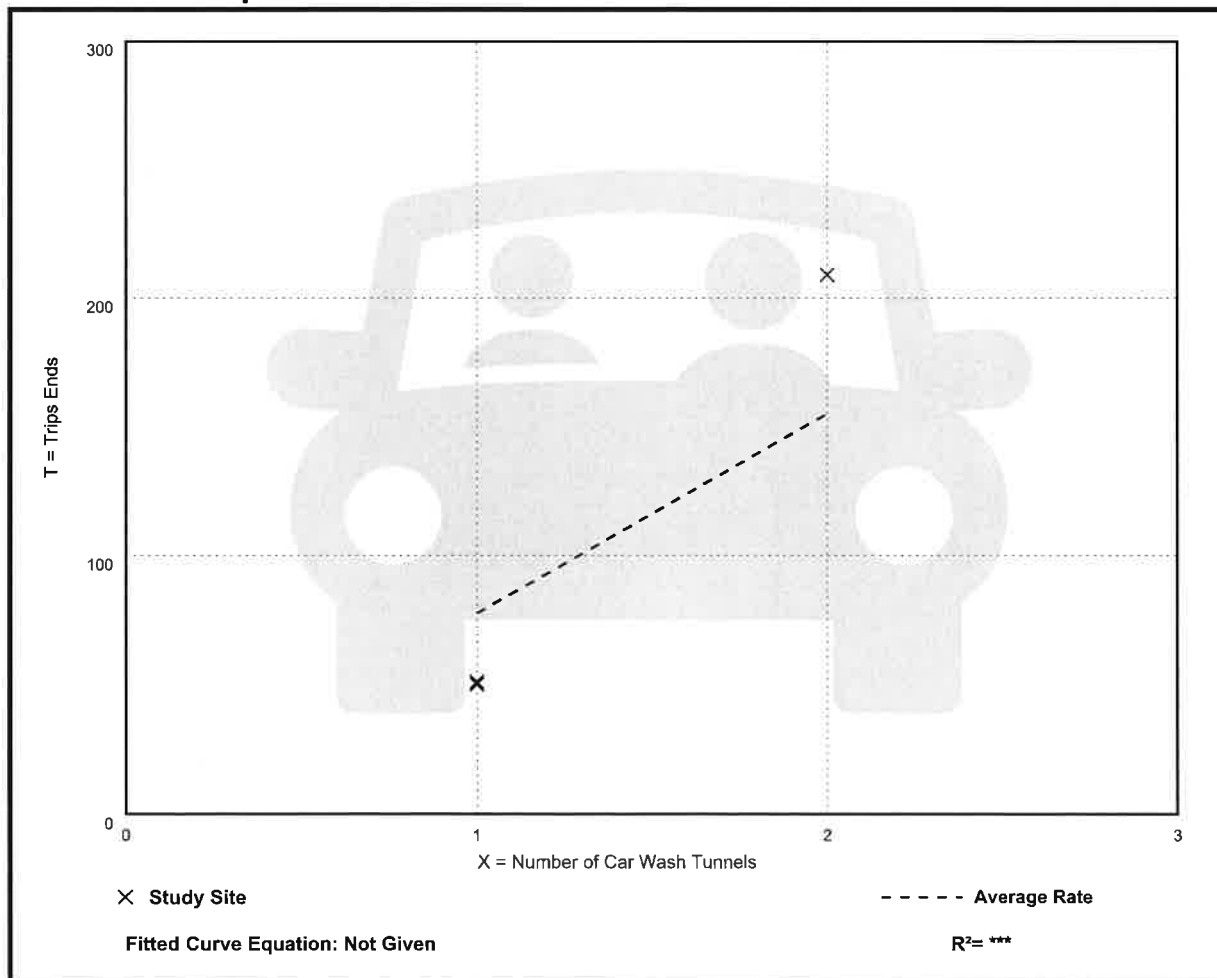
Avg. Num. of Car Wash Tunnels: 1

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Car Wash Tunnel

Average Rate	Range of Rates	Standard Deviation
77.50	50.00 - 104.50	33.07

Data Plot and Equation





Tommy's Express Car Wash Special Exception

Exhibit IV-F Request Narrative

I. Request

Sunshine Clean, LLC ("Applicant") is requesting a Special Exception to permit a 4,600+/- square foot car wash facility on a 1.24± acre parcel located within the US 41 Overlay.

II. Property Information and Site Description

The Property is approximately 1.24± acres in size and is located on the east side of U.S. 41 approximately 270 feet south of Bonita Crossings Blvd intersection at the 28731 South Tamiami Trail. The site is currently zoned Community Commercial (CC). The property is also located in the U.S. 41 Overlay District which permits a car wash only through the Special Exception process. Access to the site is via U.S. 41 Service Road, which becomes Bonita Crossings Boulevard just north of the site. The Applicant has conducted a comprehensive analysis of the market area and determined that the U.S. 41 corridor can readily support a new modern car wash facility. The property currently is undeveloped, vacant land.

III. Surrounding Land Uses

The Property is in the City of Bonita Springs. Surrounding land uses include various commercial retail businesses and multifamily residential uses as further detailed below.

Table 1: Inventory of Surrounding Lands

Direction	Future Land Use	Zoning	Existing Land Use
North	General Commercial	Community Commercial (CC)	Commercial Retail
South	General Commercial	Community Commercial (CC)	Commercial Retail
East	General Commercial	Residential Multiple-Family (RM-2)	Versol Luxury Apartment Community
West	General Commercial	Commercial PD (CPD)	Restaurant, Commercial Retail

IV. Proposed Development

Through this special exception application, the Applicant proposes a Tommy's Express Car Wash, designed to provide efficient and high-quality car wash services within a 4,552 square-foot facility. The site, which is accessed via US-41 Access Road, will feature a streamlined single-lane car wash tunnel, double-lane payment queue, and nine partially covered vacuum stalls to offer convenience and ease of use for customers.

The proposed site plan incorporating substantial setbacks and landscape buffers, with emphasis on environmental and community consideration. A 25-foot building setback is maintained along the east and west street frontages, with a 15-foot building setback along the north and south boundaries, ensuring adequate spacing from neighboring properties. The



landscaping plan features a mix of Type A, 5-foot landscape buffers along the north, east, and south property lines, complemented by a Type D, 25-foot buffer along the west property line fronting US 41. To further enhance separation and privacy, an 8-foot barrier wall with greenery will be installed along the eastern property boundary, providing additional noise reduction and shielding for the neighboring residential community. The thoughtfully designed landscaping elements not only enhance visual appeal but also mitigate potential impacts on adjacent properties. Additionally, the inclusion of amenity spaces with a bike rack, benches, and trees enriches the site's aesthetic value along US 41, creating a well-balanced, visually attractive, and community-oriented development.

The Master Concept Plan (MCP) integrates essential stormwater management elements, with designated dry detention areas strategically placed around the property to support sustainable site drainage. By combining a thoughtful layout with noise control measures, including a noise-absorptive wall, and compliance with local noise ordinances, this project aligns with Bonita Springs' goals for community-focused and environmentally responsible development. Tommy's Express Car Wash is committed to enhancing local services in a way that respects both the character of the area and the needs of the community.

V. U.S. 41 Overlay District

The proposed car wash development fully complies with the U.S. 41 Overlay District regulations. The project has been carefully designed to meet the key objectives of the Overlay, which include enhancing the aesthetic quality of the U.S. 41 corridor, maintaining efficient use of public infrastructure, and balancing auto-oriented development with pedestrian access.

The development adheres to the required setbacks and incorporates substantial landscape buffers, including a 25-foot landscaped buffer along U.S. 41, to protect the viewshed and enhance the public realm. The building is oriented to minimize visual impact, ensuring that parking, stacking, and vacuum stations are not visible from U.S. 41, which aligns with the Overlay's goal of preventing strip commercial development patterns.

Pedestrian and bicycle access are integrated into the design, with sidewalks and amenities such as bike racks and benches to enhance connectivity and promote multi-modal transportation. Additionally, the project includes noise-reducing features such as an 8-foot barrier wall along the eastern boundary, further supporting the Overlay's objectives of protecting surrounding neighborhoods. The proposed development is compatible with surrounding commercial uses and will not cause harm to the neighborhood or public welfare, thus ensuring compliance with the U.S. 41 Overlay District's standards.

VI. Special Exception Review Criteria

Special Exceptions are also evaluated under ten (10) additional criteria identified in Section 4-891 (1) 1, approval criteria.

(i) Consistency with the intent of the U.S. 41 Overlay District in protecting and enhancing viewsheds from U.S. 41 and other public roadways.

The proposed car wash facility aligns with the U.S. 41 Overlay District's intent to protect and enhance viewsheds along U.S. 41 and other public roadways. The building's orientation, set parallel to U.S. 41, strategically preserves visual appeal by ensuring no parking, stacking, or vacuum stations are placed adjacent to the roadway. In compliance

with LDC Section 4-893, which governs site development within the U.S. 41 Overlay District, the project will incorporate an amenity zone along the U.S. 41 frontage featuring pedestrian amenities, including bicycle racks and benches.

The proposed site plan also meets buffer requirements, with a minimum 25-foot landscaped buffer between the facility and U.S. 41, as specified in the LDC. Parking and site circulation are designed according to LDC 4-994, prioritizing visual integrity by avoiding parking or drive aisles between the building and U.S. 41. While physical interconnection to adjacent properties is not feasible due to existing development, the site benefits from direct access to the U.S. 41 service road, which serves this property and neighboring parcels.

Pedestrian accessibility is integral to the design, with a dedicated connection to the existing U.S. 41 sidewalk, meeting the Special Exception site plan's criteria. Overall, the project exemplifies the U.S. 41 Overlay District's commitment to maintaining visual harmony along major roadways while providing safe, functional access for pedestrians and vehicles.

(ii) The building and site design standards incorporate innovative techniques to address the project's visual impact on the U.S. 41 corridor and demonstrate enhancements to the minimum standards.

The U.S. 41 Overlay District doesn't specify architectural standards (except for large-scale retail), the building will comply with the City's commercial building design requirements. Positioned parallel to U.S. 41, the building orientation shields the wash tube and vacuum stations from view, reducing visual impact.

The design includes a landscaped amenity zone with pedestrian features, as well as a 25-foot buffer along U.S. 41, preserving the corridor's viewshed. The site layout also meets LDC 4-994 standards, avoiding parking and drive aisles in front of the building. With access from the U.S. 41 service road and a pedestrian connection to the sidewalk, the project integrates seamlessly with surrounding infrastructure, enhancing the U.S. 41 streetscape.

(iii) The request addresses the balance between auto-oriented design and pedestrian access through enhanced design standards.

While primarily designed for vehicle access, the car wash facility integrates thoughtful elements to support pedestrian and bicycle access. The site connects directly to the existing sidewalk network, enhancing pedestrian flow, and includes amenities like benches and bike racks to accommodate non-vehicular visitors. Additionally, a 25-foot-wide landscaped buffer with canopy trees along U.S. 41 will provide shaded areas for pedestrians using the adjacent sidewalk, creating a welcoming environment and balancing auto-oriented design with pedestrian-friendly features.

(iv) Exceptional or extraordinary conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.

A market study, completed in August and provided with the submittal, confirms substantial demand for car wash facilities in the Bonita Springs area. The analysis,

which considers population growth, automotive demographics, and current car wash use trends, supports the need for an additional facility at this location. Additionally, there are no other car wash facilities within 500 feet of the site, ensuring compliance with spatial separation requirements and minimizing competitive overlap.

(v) Will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The proposed car wash development will not be injurious to the neighborhood or detrimental to public welfare. The building is oriented toward U.S. 41, a major 6-lane divided arterial roadway, ensuring minimal impact on local residential areas.

(vi) Will be compatible with existing or planned uses.

The adjacent properties to the north and south are zoned for commercial use, ensuring compatibility with this project. The nearest building within the Versol apartment complex, located to the east, is over 350 feet away and is further buffered by the U.S. 41 frontage road, a landscaped buffer with wall, and an existing lake. These design elements and natural barriers ensure the project harmonizes well with the surrounding development.

(vii) Will cause damage, hazard, nuisance or other detriment to persons or property.

The proposed car wash will not cause damage, hazard, nuisance or other detriment to persons or property.

(viii) Will protect, conserve or preserve environmentally critical areas and natural resources.

The site contains limited native vegetation and there are no environmentally critical areas on-site.

(ix) Consistency with the goals, objectives, policies and intent of the Bonita Plan.

Please see the analysis prepared in Paragraph e. in Exhibit IV-F. The proposed car wash is entirely consistent with range of permissible uses in the General Commercial FLU, and all other applicable policies of the Comprehensive Plan.

(x) In compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.

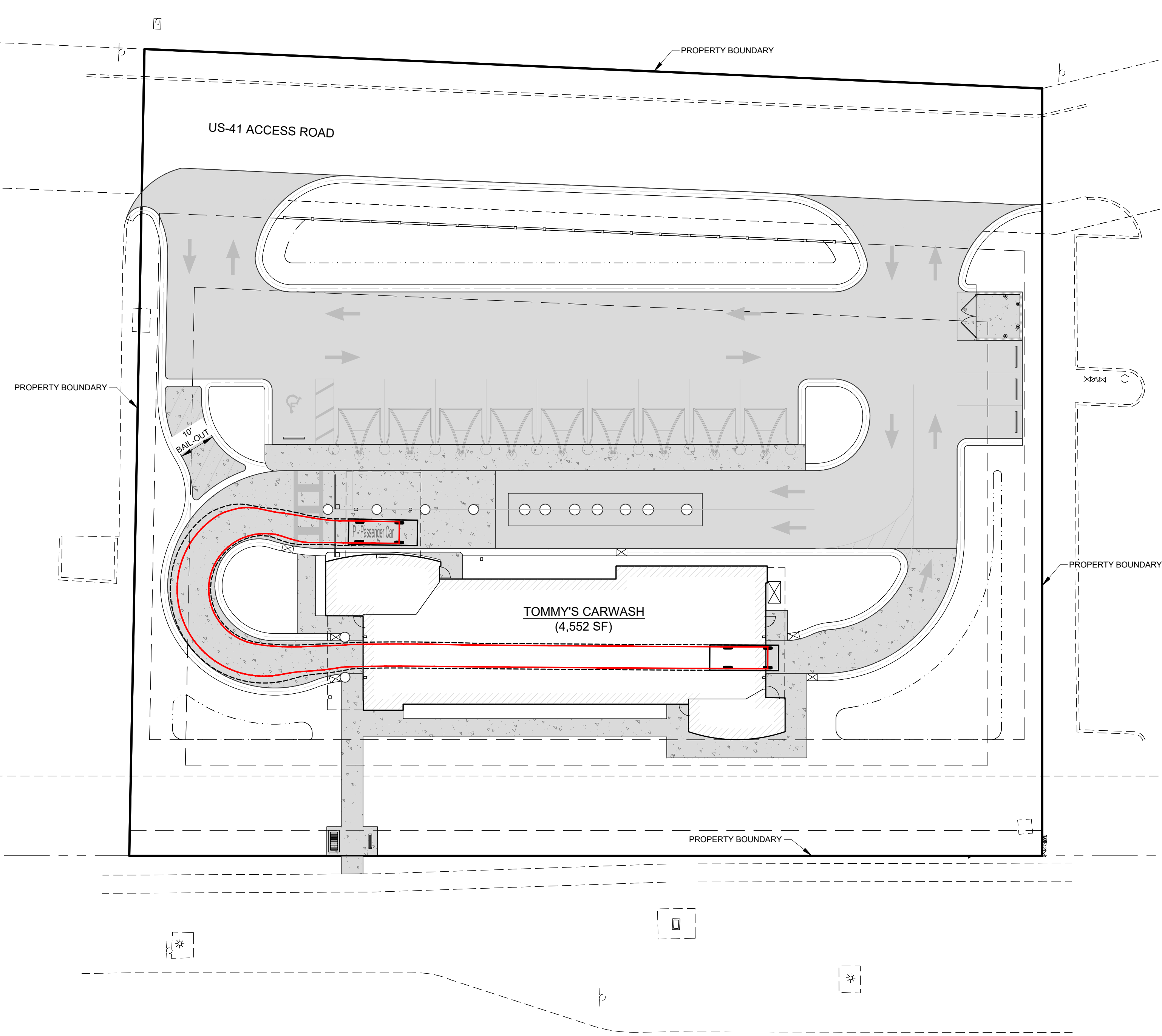
The car wash will be in full compliance with all requirements of the City's comprehensive plan and land development code, including the U.S. 41 Overlay District.

VII. Conclusion

The proposed car wash will uphold the intent of the Old US 41 Overlay District via sensitive design that will ensure an attractive viewshed from all adjacent roadways and properties via landscape buffers and sensitive building orientation. Queuing lanes are also sensitively screened to the rear of the building to eliminate views of vehicles from US 41, as well as by a 8-foot-tall wall screening views from the access road. Bicycle pedestrian facilities are provided for to facilitate multi-modal access by employees. As proposed the special exception is consistent



with the review criteria in the Land Development Code, as well as the Bonita Springs Comprehensive Plan. For these reasons, the Applicant respectfully requests approval of this special exception.



P - Passenger Car	
Overall Length	19.000ft
Overall Width	7.000ft
Overall Body Height	5.101ft
Min Body Ground Clearance	1.116ft
Track Width	6.000ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	24.000ft

U.S. (SOUTH TAMiami TRAIL S) (SR45)
PUBLIC ROW

Revision	Date	Description



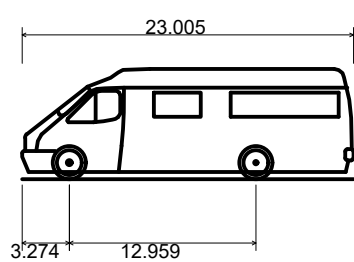
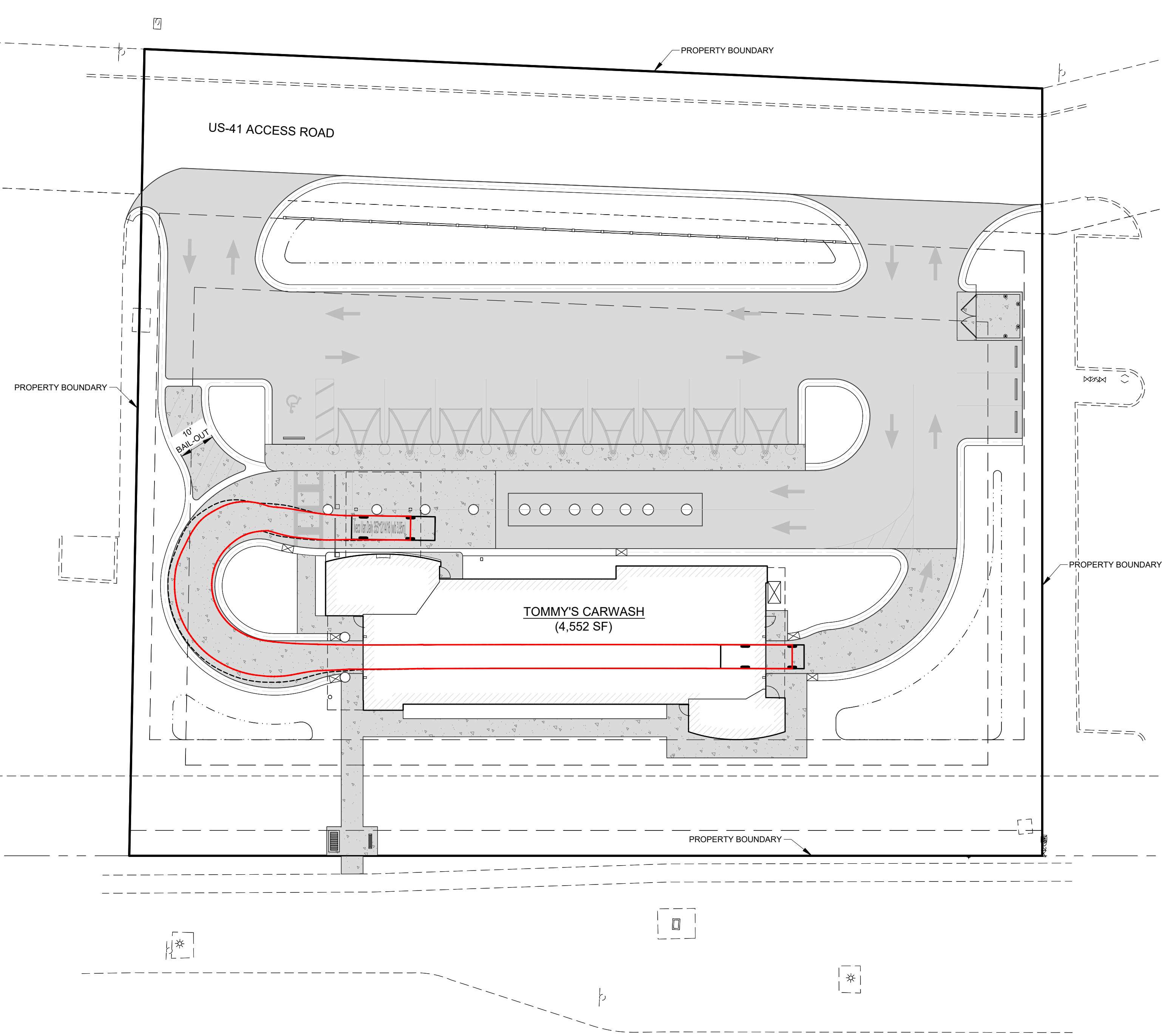
Blueshore Engineering
BUILT ON INTEGRITY

4933 North Tamiami Trail, Suite 201,
Naples, Florida 34103
Office: 239.488.5629
Certificate of Authorization: 38057
www.BlueShoreEngineering.com

TOMMY'S EXPRESS CARWASH

VEHICLE TRACKING EXHIBIT
19' VEHICLE

Submittal:	EXHIBIT
Date:	10/2024
Project No:	TCUS41DO
Sheet No:	1 of 1



Iveco Van Daily 35S 12/14/18 (w/b 3.95m)	23.005ft
Overall Length	23.005ft
Overall Width	6.549ft
Overall Body Height	7.661ft
Min Body Ground Clearance	0.505ft
Track Width	6.549ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	21.490ft

Revision	Date	Description



Blueshore Engineering
BUILT ON INTEGRITY

4933 North Tamiami Trail, Suite 201,
Naples, Florida 34103
Office: 239.488.5629
Certificate of Authorization: 38057
www.BlueShoreEngineering.com

TOMMY'S EXPRESS CARWASH

VEHICLE TRACKING EXHIBIT
23' VEHICLE

Submittal:	EXHIBIT
Date:	10/2024
Project No:	TCUS41DO
Sheet No:	1 of 1

DEDICATIONS

KNOW ALL MEN THAT HIDDEN LAKE INVEST CORP., A FLORIDA CORPORATION AND HIDDEN LAKE SHOPS, LLC, A LIMITED LIABILITY CORPORATION AND LARSON REALTY, INC. THE OWNERS OF THE HEREIN DESCRIBED LAND HAVE CAUSED THIS PLAT OF "HIDDEN LAKE AT BONITA" A SUBDIVISION LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY:

1. DEDICATE TRACTS "A", "B" AND "C" TO HIDDEN LAKE AT BONITA PROPERTY OWNERS ASSOCIATION, INC. FOR ROAD RIGHT-OF-WAY SUBJECT TO THE UTILITY EASEMENTS DESCRIBED IN THIS DEDICATION.
2. DEDICATE TRACTS "D" TO HIDDEN LAKE AT BONITA PROPERTY OWNERS ASSOCIATION, INC. FOR UTILITY EASEMENTS, DRAINAGE EASEMENTS AND LAKE MAINTENANCE EASEMENTS.
3. DEDICATE TRACT "E" AND "F" TO HIDDEN LAKE INVESTMENT CORP. FOR FUTURE DEVELOPMENT.
4. DEDICATE TRACTS "G", "H" AND "I" TO HIDDEN LAKE AT BONITA PROPERTY OWNERS ASSOCIATION, INC. FOR WATER MANAGEMENT PURPOSES INCLUDING DRAINAGE, TOWNSHIP MANAGEMENT, CONSERVATION AND PRESERVATION PURPOSES.
5. DEDICATE TRACT "J" TO HIDDEN LAKE SHOPS, LLC FOR COMMERCIAL DEVELOPMENT.
6. DEDICATE ALL UTILITY EASEMENTS DESCRIBED OR DEPICTED ON THIS PLAT TO ALL PRIVATE AND PUBLIC UTILITIES FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRIC, LIFT STATIONS, TELEPHONE, GAS AND CABLE TELEVISION SERVICES OR OTHER PUBLIC UTILITY PURPOSES.
7. DEDICATE ALL UNITED TELEPHONE COMPANY EASEMENTS DESCRIBED OR DEPICTED ON THIS PLAT TO UNITED TELEPHONE COMPANY FOR TELEPHONE OR FIBER OPTIC SERVICES.
8. DEDICATE ALL NONREVENUE WALL, LAKE MAINTENANCE, DRAINAGE AND CONSERVATION EASEMENTS DESCRIBED OR DEPICTED ON THIS PLAT TO HIDDEN LAKE AT BONITA PROPERTY OWNERS ASSOCIATION, INC. FOR COMMON AREA AND MAINTENANCE PURPOSES.

IN WITNESS WHEREOF, THE ABOVE MENTIONED OWNERS HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 13 DAY OF December, 2001.

WITNESSES

[Signature]
HIDDEN LAKE INVESTMENT CORP.
BY *[Signature]*
TERRY MORRISON
VICE PRESIDENT

IN WITNESS WHEREOF, THE ABOVE MENTIONED OWNERS HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 13 DAY OF January, 2002.

WITNESSES

[Signature]
HIDDEN LAKE SHOPS, LLC
BY *[Signature]*
ANTHONY BARRETT
MANAGER

IN WITNESS WHEREOF, THE ABOVE MENTIONED OWNERS HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 3 DAY OF January, 2002.

WITNESSES

[Signature]
LARSON REALTY, INC.
BY *[Signature]*
MICHAEL LARSON
PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13 DAY OF December, 2001, BY TERRY MORRISON, AS VICE PRESIDENT OF HIDDEN LAKE INVESTMENT CORP. ON BEHALF OF THE CORPORATION, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED:

[Signature]
NOTARY PUBLIC

PRINT TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC:

COMMISSION # MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3 DAY OF January, 2002, BY MICHAEL LARSON, AS PRESIDENT OF LARSON REALTY, INC. ON BEHALF OF THE CORPORATION, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED:

[Signature]
NOTARY PUBLIC

PRINT TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC:

COMMISSION # MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3 DAY OF January, 2002, BY ANTHONY BARRETT, AS MANAGER OF HIDDEN LAKE SHOPS, LLC ON BEHALF OF THE CORPORATION, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED:

[Signature]
NOTARY PUBLIC

PRINT TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC:

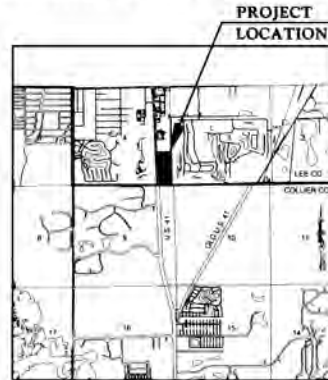
COMMISSION # MY COMMISSION EXPIRES:

HIDDEN LAKE AT BONITA

A SUBDIVISION IN

SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST

CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:

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

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
And Associates, Inc.

CIVIL ENGINEER, SURVEYOR AND LAND DEVELOPMENT CONSULTANTS
10010 LANTANA DRIVE, SUITE 100, BONITA SPRINGS, FLORIDA 33429-1001
PHONE (813) 481-1111, FAX (813) 481-1112
E-MAIL: BARRACO@BARRACO.COM, WWW.BARRACO.COM

Instrument 5355768
CLERK'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HIDDEN LAKE, A SUBDIVISION LOCATED IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT LEE COUNTY, FLORIDA, THIS 13 DAY OF January, 2002. REGISTRATION NO. 5355768. PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

[Signature]
CLERK OF THE COUNTY
IN AND FOR LEE COUNTY
PRINT NAME:

APPROVAL & ACCEPTED:
CITY OF BONITA SPRINGS, FLORIDA

[Signature]
APPROVED AS TO FORM
CITY ATTORNEY
PRINT NAME: ALLEN DEAN

ON BEHALF OF THE CITY OF BONITA SPRINGS, I HAVE REVIEWED THE ATTACHED PLAT OF HIDDEN LAKE AT BONITA, AND FIND THAT IT COMPLES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1.

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO.

PRINTED NAME: ALLEN DEAN

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HIDDEN LAKE, A SUBDIVISION LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE INSTRUMENTS (IF ANY) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

Done this 12 DAY OF December, 2001.
[Signature]
SCOTT A. WHEELER
PROFESSIONAL SURVEYOR AND MAPPER,
FLORIDA CERTIFICATE NO. 5845





Exhibit IV-C Deed Restriction Narrative

The development of the property will not be affected by the restrictions imposed by the deed. While the property is subject to certain easements and conditions, including utility and conservation easements, these have been accounted for in the site planning process. The necessary setbacks and buffers will be maintained, and the development will be designed to comply with all applicable easements. Therefore, the proposed car wash facility can proceed without issue, in full accordance with the deed restrictions.

MARKET STUDY FOR A PROPOSED CAR WASH FACILITY ON 1.27 +/- ACRES ON THE EAST SIDE OF SOUTH TAMIAMI TRAIL APPROXIMATELY $\frac{3}{4}$ OF A MILE SOUTH OF BONITA BEACH ROAD IN THE CITY OF BONITA SPRINGS, FLORIDA

August 25, 2024

Prepared for

**Sunshine Clean LLC
2316 S US 421
Zionsville, IN 46077**

Prepared by



Real Estate Econometrics, Inc.

**Real Estate Econometrics, Inc.
Suite 100
707 Orchid Drive
Naples, Florida 34102
(239) 269-1341
Ree-i.com**

1.0 Background

Berkshire Hathaway HomeServices Indiana Realty (“Applicant”) is proposing a site-specific, single-bay, automated car wash facility on a 1.27+/- acre parcel (the “Subject Property”) located on the east side of South Tamiami Trail (“U.S. 41”) approximately 3/4 of a mile south of Bonita Beach Road in the City of Bonita Springs, Florida (“City”). The Subject Property is currently vacant and zoned vacant commercial.

The City is requiring the Applicant to submit a car wash needs analysis for the property to show that there is sufficient demand for the car wash as the City has noted that an existing car wash facility is located just under a half mile north of the Subject Property.

Real Estate Econometrics, Inc. (“Consultant”) has been asked by the Applicant to prepare a Car Wash needs analysis for submittal.

2.0 Site Analysis

The Subject Property is a proposed development located on the east side of U.S. 41 approximately 3/4 of a mile south of Bonita Beach Road in the City of Bonita Springs, Florida (“City”).

Figure 2.1 below shows the geographical location of the Subject Site in relation to its surrounding area.

Figure 2.1 Subject Site Location Map



Source: Environmental Systems Research Institute, Inc (“ESRI”)

The Subject Property fronts U.S. 41 but has no direct access to U.S. 41. The Subject Property will have two (2) points of full access on a reverse frontage road that extends parallel to U.S. 41. The frontage road provides the site with a directional left-in and right-in/access to U.S. 41 (i.e., the intersection of Bonita Crossings/Lake Shore Dr and U.S. 41) to the immediate north and also a signalized access via the intersection of Woods Edge Parkway and U.S. 41 to the south. Improvements to the site access will be determined at the time of acquiring final development permits.

The Consultant relied on JMB Transportation Engineering Inc.'s ("Traffic Engineer") September 22, 2024, report (Appendix A, Page 20) to determine the potential amount of traffic on U.S. 41 that would be passing the Subject Site during business hours. The Institute of Traffic Engineers ("ITE") does not have pass-by rates for a car wash. Trips are expected to use the business on their way to a primary destination, but conservatively car wash pass-by is not considered.

The Consultant reviewed the hours of operation for the five full-service car wash establishments in the Market Area as defined in Section 4.0 on Page 4. The average hours of operation for the Subject Site would be 8 a.m. to 6 p.m. equating to 10 hours daily. The City of Bonita Springs 2020 Traffic Count Report ("City Report") background traffic volume for this section of U.S. 41 South between Woods Edge Parkway and Bonita Beach Road is 3,536 hourly trips.

Multiplying the average daily hours of operation by the City Report's background trips shows that daily pass-by trips could surpass 35,000 daily as shown in Table 2.1 below.

Table 2.1 Subject Site Potential Pass-By Trips

Daily Operating Hours	U.S. 41 South Hourly Trips	Potential Pass-By Trips
10	3,536	35,360

Source: City of Bonita Springs 2020 Traffic Count Report, Table 3 of TIS Report, page A7, JMB Transportation Engineering, Inc.

3.0 General Car Wash Market Studies & Statistics

For many Americans, their car, SUV or pick-up truck is the second-most expensive item (after a house) that they will purchase and maintaining that investment on wheels is paramount. And because many see their cars as an extension of their personality, maintaining an image by keeping their cars clean also matters.

While some may cherish pulling out a hose, wash mitt and soap to give their "baby" a customized shine, others opt for a more convenient ritual: trips to the local car wash.

According to the [2019 County Business Patterns](#) program, there were 16,976 [Car Washes](#) with paid employees in the United States, 6.8% or 1,074 more than in 2015.¹

These businesses had 163,178 workers (up from 153,970 in 2015) who earned an average annual salary of \$21,911 (up from \$18,703 in 2015).

California, the state with the largest population and a legendary love of the automobile, not surprisingly ranked first in the number of car washes and car wash employees in 2019 (2,025 and 24,851, respectively).

But Florida added the most car washes — 225 or 21.1% — from 2015 to 2019. The District of Columbia saw the highest percentage increase in the number of car washes, up 30.0%, from 10 to 13 during the same period.

According to Roman Peysakhovich from One Desk (Appendix B, Page 22), 66% of U.S. car owners will get their cars washed from 1 to 2 times a month. He also points out that 8 million cars get washed every day in car washes and there are 276-million cars registered in U.S. That equates to just under 3% of the registered vehicles in the United States are washed every day. There are also 9,000 full-service car washes in the United States.

In the January 2023 edition of Motor and Wheels (Appendix C, Page 41), writer Peter Jones highlighted the following statistics about car washes:

- Approximately 65% of car wash facilities in the U.S. serve as fuel dispensers.
- Target age of users is 35 to 55 with more than half being women.
- Use of professional car wash facilities has increased 29% from 1994 to 2019.
- The average price of a car wash in the U.S. is \$15.

The State of Florida is one of the leading states in the growth of the car wash industry. In the January 18, 2023, edition of Florida Weekly, explained the Mark Wozniak of Florida Weekly succinctly explained the rapid growth of the car wash industry in Florida.

“A host of circumstances have come together to fuel the rapid rise. Experts cite profitability, private equity firms pouring money into the market, technological advances, lower labor costs, ability to use point of sales tracking, convenience, increases in car wash subscription memberships and market fragmentation.

¹https://www.census.gov/library/stories.html?tagfilter_List_1688678669=Census:Topic/business-economy#List_1688678669

"The number of car washes nationwide are growing at a pace faster than I've ever seen before," said Harry Caruso, founder of Car Wash Advisory, based in Miami, a firm that focuses exclusively on selling car washes nationally. "Florida is the hotbed and where everybody wants to be, with a couple of other select geographies."

Florida is the third largest car wash state, with 5,555 car washes, just behind Texas and California, according to IBISWorld, a global industry research firm.

An IBISWorld report says the Florida car wash business is a \$904 million industry, employing 14,600 workers. Nationwide, the report says, the market size is \$15 billion, with employment of about 212,260.

The state's population growth is part of the increase, but it is more than that, said Eric Wulf, CEO of International Carwash Association, a nonprofit that represents the car wash industry, with members in all 50 states and more than a dozen countries.

"I mean, the demand for car wash services has outstripped population growth," he said. Another way to look at it is, if there are 20% more cars on the road than there were 20 years ago, car washing should be up 20%, he said. "And I can tell you it's growing faster than that."

One reason is "the American consumer has gone from a do-it- myself to a do-it-for-me kind of an economy," he said. "I remember washing my car with my dad in our driveway, and people just don't do that anymore. They don't take the time for it."

Time is the most valuable commodity now for people, he said. "So, the convenience and the quality that car washes offer has made them much more attractive."

Commercial car washes today use less than half of the fresh water you use when you wash your car at home or at outdated car washes, depending on the type of car wash, Earth 911 says. Washing your car in your driveway uses about 100 gallons of water. A regular tunnel car wash uses about 30 gallons per vehicle."

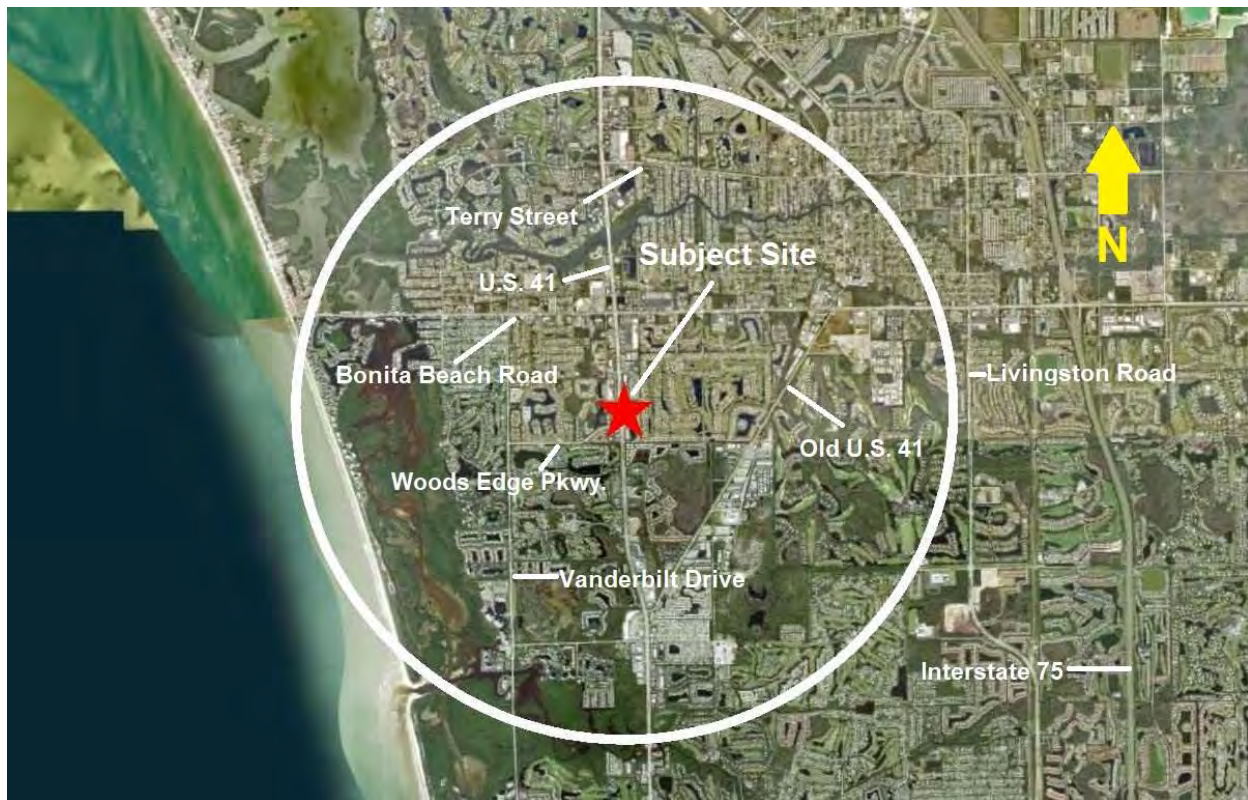
All statistics and indicators along with the continued Florida population growth point to a continued expansion of the car wash market both statewide and locally.

4.0 Market Area Definition

A site selection article from the carwash.com website (Appendix D, Page 49) identifies vital components to selecting a car wash site. The article says that critical to the site selection analysis is demographics and competitive car washes. The article notes that a three-mile radius should be used to determine market area demographics and competition. The Consultant used a three-mile radius ("Market Area") to determine the market area demographics and to analyze competitive car wash establishments.

Figure 4.1 below shows the Subject Site's Market Area.

Figure 4.1 Subject Site's Market Area.



Source: Environmental Systems Research Institute, Inc ("ESRI")

5.0 Market Demographics

Table 5.1 and 5.2 on the next two (2) pages provide the demographic and income profile for the Market Area.

Some of the highlights include:

- The current population is 43,667 and is expected to increase to 44,953 over the next five years.
- The median age is 62.7 years old.
- The median household income is \$84,821, the average household income is \$140,845 and the per capita income is \$66,747.
- The female population of 22,218 is larger than the male population of 21,449.

Table 5.1 Subject Site Market Area Demographic and Income Profile

									
Demographic and Income Profile									
28725-28727 S Tamiami Trl									
28725-28727 S Tamiami Trl, Bonita Springs, Florida, 34134									
Rings: 3 mile radii									
Latitude: 26.31994									
Longitude: -81.80477									
	Summary	Census 2010		Census 2020		2024		2029	
	Population	36,716		40,471		43,667		44,953	
	Households	17,011		18,888		20,575		21,610	
	Families	10,500		11,874		12,490		13,012	
	Average Household Size	2.13		2.10		2.08		2.04	
	Owner Occupied Housing Units	12,434		14,032		15,152		16,431	
	Renter Occupied Housing Units	4,577		4,856		5,423		5,179	
	Median Age	55.7		61.7		62.7		64.3	
	Trends: 2024-2029 Annual Rate	Area		State		National			
	Population	0.58%		0.93%		0.38%			
	Households	0.99%		1.15%		0.64%			
	Families	0.82%		1.12%		0.56%			
	Owner HHs	1.63%		1.66%		0.97%			
	Median Household Income	3.63%		3.25%		2.95%			
	Households by Income					2024		2029	
						Number	Percent	Number	Percent
	<\$15,000					1,160	5.6%	955	4.4%
	\$15,000 - \$24,999					742	3.6%	542	2.5%
	\$25,000 - \$34,999					1,049	5.1%	876	4.1%
	\$35,000 - \$49,999					1,964	9.5%	1,759	8.1%
	\$50,000 - \$74,999					4,311	21.0%	4,150	19.2%
	\$75,000 - \$99,999					2,327	11.3%	2,384	11.0%
	\$100,000 - \$149,999					3,073	14.9%	3,451	16.0%
	\$150,000 - \$199,999					2,088	10.1%	2,764	12.8%
	\$200,000+					3,860	18.8%	4,730	21.9%
	Median Household Income					\$84,821		\$101,383	
	Average Household Income					\$140,845		\$162,400	
	Per Capita Income					\$66,747		\$78,492	
	Population by Age	Census 2010		Census 2020		2024		2029	
		Number	Percent	Number	Percent	Number	Percent	Number	Percent
	0 - 4	1,579	4.3%	1,208	3.0%	1,321	3.0%	1,336	3.0%
	5 - 9	1,432	3.9%	1,283	3.2%	1,401	3.2%	1,357	3.0%
	10 - 14	1,272	3.5%	1,413	3.5%	1,381	3.2%	1,414	3.1%
	15 - 19	1,323	3.6%	1,392	3.4%	1,492	3.4%	1,398	3.1%
	20 - 24	1,509	4.1%	1,396	3.4%	1,515	3.5%	1,507	3.4%
	25 - 34	3,558	9.7%	3,170	7.8%	3,413	7.8%	3,389	7.5%
	35 - 44	3,314	9.0%	3,013	7.4%	3,442	7.9%	3,549	7.9%
	45 - 54	4,020	10.9%	3,475	8.6%	3,515	8.0%	3,601	8.0%
	55 - 64	5,656	15.4%	6,149	15.2%	5,978	13.7%	5,371	11.9%
	65 - 74	7,050	19.2%	8,562	21.2%	9,019	20.7%	9,196	20.5%
	75 - 84	4,377	11.9%	6,833	16.9%	8,277	19.0%	9,169	20.4%
	85+	1,625	4.4%	2,576	6.4%	2,913	6.7%	3,666	8.2%
						39,564			
	Race and Ethnicity	Census 2010		Census 2020		2024		2029	
		Number	Percent	Number	Percent	Number	Percent	Number	Percent
	White Alone	32,812	89.4%	31,230	77.2%	32,835	75.2%	32,970	73.3%
	Black Alone	309	0.8%	465	1.1%	515	1.2%	557	1.2%
	American Indian Alone	191	0.5%	263	0.6%	314	0.7%	339	0.8%
	Asian Alone	357	1.0%	602	1.5%	697	1.6%	779	1.7%
	Pacific Islander Alone	37	0.1%	28	0.1%	30	0.1%	35	0.1%
	Some Other Race Alone	2,522	6.9%	3,917	9.7%	4,728	10.8%	5,244	11.7%
	Two or More Races	487	1.3%	3,966	9.8%	4,548	10.4%	5,029	11.2%
	Hispanic Origin (Any Race)	8,393	22.9%	8,735	21.6%	10,327	23.6%	11,443	25.5%

Data Note: Income is expressed in current dollars.

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Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Table 5.2 Subject Site Market Area Age by Gender

[illegible]

5.1 Car Wash Consumer Demographics

As mentioned earlier in this report, Pete Jones in the January 2, 2023, edition of Motor and Wheels (Appendix C, Page 41) presented demographics on American car wash consumers and workforce. The demographics are listed below along with how the Market Area demographics in Tables 5.1 and 5.2 align with the national car wash demographics.

- The target age for customers is between 35 and 55, with more than half being women.
 - Market Area demographics show that 6,957 or 16% of the population fall in this age range.
 - Overall, Market Area demographics show that 51% of the population is women.
 - Women in the Market Area target age range make up 14.8% of the total women in the Market Area.
- The most common ethnicity of car washers is Caucasian (55.2%).
 - 75.2% of the Market Area population is Caucasian.
- Hispanic or Latino individuals make up 19.8% of car washers.
 - 23.6% of the Market Area population is Hispanic or Latino.
- About 5.7% of car washers are considered Unknown ethnicity.
 - 10.8% of the Market Area population is of Unknown ethnicity.

Table 5.3 Subject Site Market Area Key Population & Household Facts

			
ACS Key Population & Household Facts			
28725-28727 S Tamiami Trl			
28725-28727 S Tamiami Trl, Bonita Springs, Florida, 34134			
Rings: 3 mile radii			
Latitude: 26.31994			
Longitude: -81.80477			
		ACS Estimate	Percent
TOTALS			
Total Population		39,523	
Total Households		18,588	
Housing Units		28,382	
POPULATION 15+ BY MARITAL STATUS			
Total		36,252	100%
Never married		7,373	20.3%
Married		20,835	57.5%
Widowed		4,073	11.2%
Divorced		3,970	11.0%
POPULATION 25+ BY EDUCATIONAL ATTAINMENT			
Total		33,452	100%
No schooling		952	2.8%
Nursery School		0	0.0%
Kindergarten		0	0.0%
1st to 4th Grade		466	1.4%
5th to 8th Grade		1,210	3.6%
Some High School		1,321	3.9%
High School Diploma		5,468	16.3%
GED		612	1.8%
Some College		6,274	18.8%
Associates degree		2,999	9.0%
Bachelors degree		8,681	26.0%
Masters degree		3,541	10.6%
Professional school degree		1,250	3.7%
Doctorate degree		678	2.0%
©2024 Esri			

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

- Educationally, 64% have a high school diploma.
 - 88.2% of the Market Area population has a high school diploma.
- 12% possess a diploma, potentially indicating vocational education or some college experience.
 - 20.6% of the Market Area population has a GED or some college.
- 9% hold an associate degree; 9% have a bachelor's degree.

- 9.0% of the Market Area population has an associate's degree and 26.0% has a bachelor's degree.
- 6% of car washers have other types of degrees or educational qualifications.
 - 16.3% of the Market Area population has other types of degrees or educational qualifications.

5.2 Car Wash Employees

There is no local demographic information on car wash employees but nationally:

- Male car cleaners, however, make up a sizable portion at 81.6%, while women account for 18.4% of the workforce in the industry.
- Black or African American individuals constitute 13.8% of car wash workers.

6.0 Market Area Automotive Demographics

The U.S. Census collects data on automotive aftermarket expenditures during its survey. This data is important as it identifies annual automobile expenses including vehicle cleaning services including car washes. Tabel 6.0 on the next page shows the Market Area automotive aftermarket expenditures. The population in the market area annually spends \$38.41 per car on cleaning services.

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Table 6.0 Subject Site Market Area Automotive Aftermarket Expenditures

			
Automotive Aftermarket Expenditures			
28725-28727 S Tamiami Trl			
28725-28727 S Tamiami Trl, Bonita Springs, Florida, 34134			
Rings: 3 mile radii			
Latitude: 26.31994			
Longitude: -81.80477			
	Demographic Summary	2024	2029
	Population	43,667	44,953
	Households	20,575	21,610
	Families	12,490	13,012
	Median Age	62.7	64.3
	Median Household Income	\$84,821	\$101,383
		Spending Potential	Average Amount
		Index	Spent
	Payments on Vehicles excluding Leases	117	\$3,554.11
			\$73,125,857
	Gasoline and Motor Oil		
	Gasoline	119	\$3,830.53
	Diesel Fuel	125	\$133.78
	Motor Oil	116	\$21.31
			\$438,500
	Other Vehicle Expenses		
	Vehicle Maintenance & Repairs	127	\$1,878.30
	Vehicle Coolant/Brake/Transmission Fluids	113	\$13.65
	Tire Purchase/Replacement	129	\$383.29
	Vehicle Parts/Equipment/Accessories	130	\$117.14
	Vehicle Accessories including Labor	137	\$30.03
	Vehicle Cleaning Services including Car Washes	128	\$38.41
	Miscellaneous Auto Repair/Service	131	\$170.16
	Vehicle Body Work & Painting	128	\$66.94
	Vehicle or Engine Repairs	121	\$441.70
	Vehicle Motor Tune-up	139	\$83.99
	Lube/Oil Change & Oil Filters	121	\$190.91
	Vehicle Front End Alignment/Wheel Balance & Rotation	132	\$42.39
	Vehicle Shock Absorber Replacement	122	\$19.76
	Tire Repair and Other Repair Work	124	\$188.65
	Auto Repair Service Policy	140	\$91.25
	Vehicle Insurance	124	\$2,627.39
	Rental of Vehicles excluding Trips	116	\$26.05
	Leased Vehicles	115	\$514.38
	Basic Lease Charge for Cars/Trucks	114	\$463.55
	Car/Truck Lease Fees & Down Payments	120	\$50.83
	Vehicle Pers Property Taxes/State & Local Registr Fees	129	\$335.89
	Driver 's License Fees	112	\$16.01
	Vehicle Inspection Fees	134	\$21.27
	Parking Fees & Tolls excluding Trips	115	\$138.66
	Parking Fees excluding Residence (Not on Trips)	110	\$59.18
	Tolls/Electronic Toll Passes excluding Trips	118	\$79.49
	Towing Charges	119	\$12.51
	Auto Service Clubs & GPS Services	138	\$66.71
			\$1,372,571
Data Note: The Spending Potential Index (SPI) is household-based, and represents the amount spent for a product or service relative to a national average of 100. Source: Esri forecasts for 2024 and 2029; Consumer Spending data are derived from the 2021 and 2022 Consumer Expenditure			
©2024 Esri			

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

- Consumers spend \$5.8 billion annually on car wash services, and each car wash has about 20,000 clients annually.
 - The Market Area population spends just over a half million (\$790,385) on vehicle cleaning services including car washes.

7.0 DEMAND

Calculating the demand for a car wash is a multi-step process using the best available data. The calculation steps include determining the total number of cars in the Market Area, the total potential car wash episodes in the Market Area then dividing the total potential car wash episodes by the average car wash customers per year at a car wash facility to determine the number of car wash facilities needed in the Market Area.

The first step in calculating car wash demand is to determine the number of licensed drivers in the County. The Florida Department of Highway Safety and Motor Vehicles indicates that there are 658,988 licensed drivers in the County as shown in Table 7.1 below.

Table 7.1 Florida Licensed Drivers by County as of February 2023

County	Gender	Grand Total
Lee	Total	658,988
	Female	333,690
	Male	325,298

Source: Florida Department of Highway Safety and Motor Vehicles

In order to calibrate the number of total licensed drivers to the number of vehicles per 1,000 population, the total licensed drivers in the County (658,988) is divided by 1,000 resulting in 659 licensed drivers per 1,000 population.

The next step is to determine the number of registered vehicles per 1,000 population. Forbes Advisor in its August 23, 2023, edition says that there are 1,169.72 vehicles per 1,000 population in the County as shown in Figure 7.1 on the next page.

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Figure 7.1 Florida Registered Vehicles per 1,000 Population



Source: Forbes Advisor, Car Ownership, August 24, 2023

Multiplying the number of licensed drivers per 1,000 licensed drivers (659) by the number of registered motor vehicles in the County per 1,000 licensed drivers (1,169.72) results in 770,831 registered vehicles in the County.

Table 7.2 on the next page indicates that there are 725,547 people in the County over 15+ that have the potential to have a driver's license.

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Table 7.2 Lee County Population Profile Age 15+

									
Demographic and Income Profile									
Lee County, FL									
Lee County, FL (12071)									
Geography: County									
	Census 2010		Census 2020		2024		2029		
Population by Age	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
15 - 19	35,161	5.7%	41,102	5.4%	44,028	5.2%	43,880	4.8%	
20 - 24	32,993	5.3%	39,886	5.2%	45,260	5.4%	46,823	5.2%	
25 - 34	65,878	10.6%	77,093	10.1%	87,389	10.4%	97,256	10.7%	
35 - 44	70,476	11.4%	76,640	10.1%	88,393	10.5%	96,498	10.6%	
45 - 54	81,757	13.2%	84,072	11.1%	88,601	10.5%	93,865	10.3%	
55 - 64	87,192	14.1%	111,927	14.7%	114,336	13.6%	111,853	12.3%	
65 - 74	80,910	13.1%	125,070	16.4%	135,719	16.1%	146,926	16.2%	
75 - 84	47,595	7.7%	73,583	9.7%	94,819	11.3%	115,402	12.7%	
85+	16,601	2.7%	22,783	3.0%	27,002	3.2%	36,453	4.0%	
					725,547				

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Dividing the total number of cars in the County (725,547) by the number of potential driver's licenses (658,988) results in 1.06 cars per population over 15+ in the County.

The next step in the calculation is to determine the number of 15+ population in the Market Area. Table 7.3 below indicates that there are 39,564 people in the 15+ age category in the Market Area.

Table 7.3 Mark Area Population Profile Age 15+

									
Demographic and Income Profile									
28725-28727 S Tamiami Trl									
28725-28727 S Tamiami Trl, Bonita Springs, Florida, 34134									
Rings: 3 mile radii									
Latitude: 26.31994									
Longitude: -81.80477									
	Census 2010		Census 2020		2024		2029		
Population by Age	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
0 - 4	1,579	4.3%	1,208	3.0%	1,321	3.0%	1,336	3.0%	
5 - 9	1,432	3.9%	1,283	3.2%	1,401	3.2%	1,357	3.0%	
10 - 14	1,272	3.5%	1,413	3.5%	1,381	3.2%	1,414	3.1%	
15 - 19	1,323	3.6%	1,392	3.4%	1,492	3.4%	1,398	3.1%	
20 - 24	1,509	4.1%	1,396	3.4%	1,515	3.5%	1,507	3.4%	
25 - 34	3,558	9.7%	3,170	7.8%	3,413	7.8%	3,389	7.5%	
35 - 44	3,314	9.0%	3,013	7.4%	3,442	7.9%	3,549	7.9%	
45 - 54	4,020	10.9%	3,475	8.6%	3,515	8.0%	3,601	8.0%	
55 - 64	5,656	15.4%	6,149	15.2%	5,978	13.7%	5,371	11.9%	
65 - 74	7,050	19.2%	8,562	21.2%	9,019	20.7%	9,196	20.5%	
75 - 84	4,377	11.9%	6,833	16.9%	8,277	19.0%	9,169	20.4%	
85+	1,625	4.4%	2,576	6.4%	2,913	6.7%	3,666	8.2%	
					39,564				
©2024 Esri									

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Multiplying 1.06 cars per person by the number of people 15+ in the Market Area (39,564) results in a total of 42,033 cars in the Market Area.

According to Roman Peysakhovich from One Desk (Appendix B, Page 22), 66% of U.S. car owners will get their cars washed from 1 to 2 times a month as noted earlier in this study. Multiplying the number of cars in the Market Area by 66% results in 27,742 of the cars in the Market Area being washed 1 to 2 times per month.

The Consultant was conservative and used one (1) time per month for each of the washed cars in the Market Area. That equates to 12 times per year. Multiplying the 42,033 cars by 12 indicates that there are 332,904 annual potential car wash episodes in the Market Area.

According to Statistic Brain (Appendix E, Page 57) the average annual number of car washes for a single operation tunnel car wash facility is 45,750 (averaging 125 car washes per day). Dividing the total potential car washes in the Market Area (332,904) by the average annual number of car washes for a single operation tunnel car wash facility (45,750) results in 7.28 car wash facilities needed to satisfy the demand for car washes in the Market Area. Table 7.4 shows the demand calculation steps.

Table 7.4 Demand for Market Area Car Wash Facilities

Lee County Total Licenses (Table 7.1)	658,988
Driver Licenses per 1,000 Population	659.0
Florida Registered Cars per 1,000 Licenses (Figure 7.1)	1,169.7
Total Cars in Lee County	770,831
Lee Population 15+ (Table 7.2)	725,547
Cars per Person 15+	1.06
Market Area Population 15+ (Table 7.3)	39,564
Cars in Market Area	42,033
Percent of Cars Washed	66.0%
Times per month (Appendix B, Page 22)	1.0
Times per Year	12
Total Potential Car Washes	332,904
Average Car Wash customers per Year (Appendix E, Page 57)	45,750
Demand Number of Market Area Car Wash Businesses	7.28

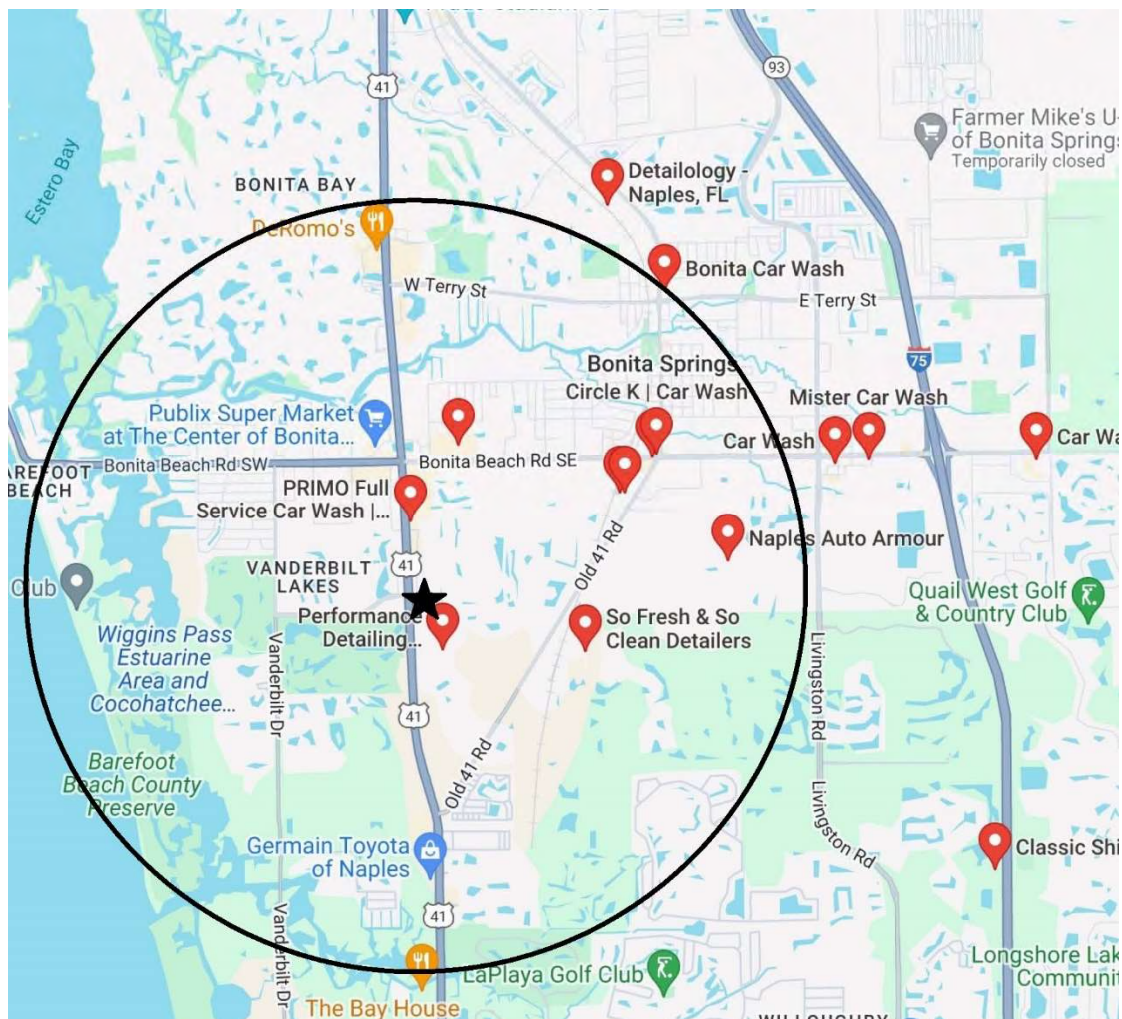
Source: Consultant and various Sources as indicated in table

8.0 Supply - Competing Car Wash Facilities

The overall number of car wash facilities within and near the Market Area is shown in Figure 8.1 below. The Consultant identified three (3) car wash facilities within a three-mile radius of the Subject Site and two (2) car wash facilities immediately to the east of the market area on Bonita Beach Road. The site selection article (Appendix D, Page 49) said to analyze car washes that are not service station or self-service facilities. Three (3) of the five (5) identified car wash facilities are full-service car wash facilities, and the other two (2) car wash facilities are affiliated with a gas station.

The Subject Site's Market Area is shown in the black circle. This figure shows three car washes in the market area with two located on the extreme fringes of the Market Area.

Figure 8.1 Market Area Car Wash Facilities



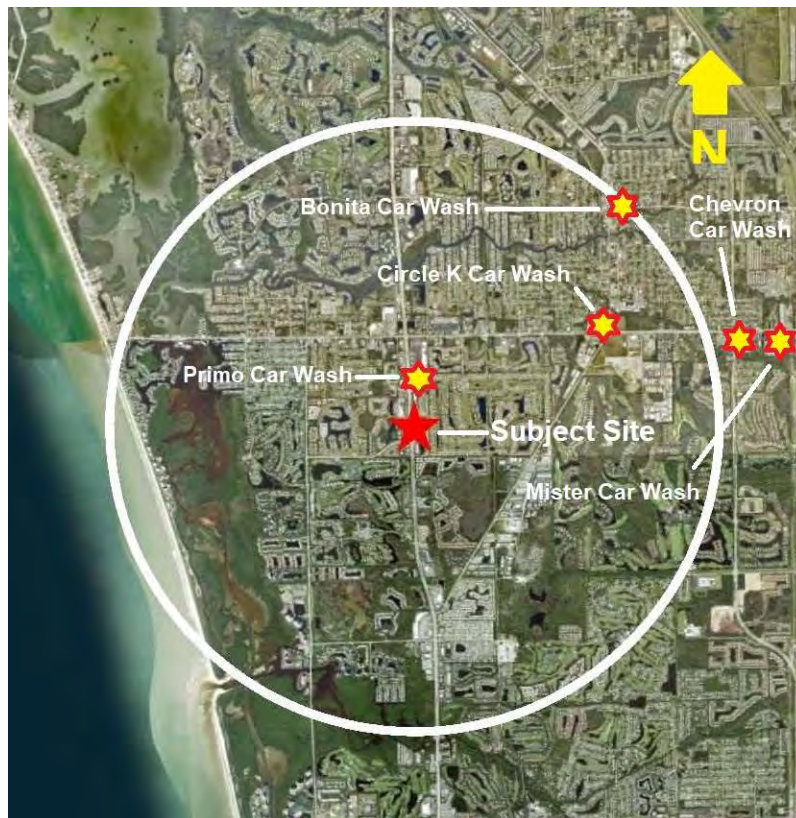
Source: Google Search Engine

The three competitors within the 3-mile market area are the Primo Car Wash Downtowner Car Wash on U.S. 41 just over 3/10s of a mile north of the Subject Site, the Circle K car wash at the intersection of Bonita Beach Road and Old U.S 41, and the Bonita Car Wash on Old U.S 41 just north of Terry Street. Those three car wash facilities are single tunnel full-service types and also have self-service available.

The Chevron Car Wash facility is a single tunnel full- and self-service facility that is connected to a fuel station on Bonita Beach Road just east of Imperial Parkway. The Mister Car Wash facility is a single tunnel full service facility also located just east of Imperial Parkway.

Figure 8.2 below shows the location of the competing car wash facilities in and just outside the Market Area as they geographically relate to the Subject Site. The list of Market Area Car Wash Facilities is located in Appendix F, Page 59.

Figure 8.2 Subject Site Market Area Car Wash Facilities



Source: Consultant Field Work and Environmental Systems Research Institute, Inc ("ESRI")

9.0 Demand/Supply Conclusion

The demand for car wash facilities is growing nationally as automobile owners shift from a do-it- myself to a do-it-for-me kind of an economy. The shift in the economy along with the continued population growth in Florida and Lee County are providing a strong need for future car was facilities.

Table 7.4 on Page 15 calculates that currently there is a demand for 6.10 car wash facilities in the Market Area. And Figure 8.2 on Page 17 shows that there are five (5) car wash facilities already operating in and just outside the Market Area.

Table 9.1 Demand for Market Area Car Wash Facilities

Demand (Table 7.4)	7.3
Supply (Figure 8.2)	5.0
Supply Deficit	-2.3

Source: Consultant

The demand/supply calculation in Table 9.1 above indicates that there is more than enough demand to support another car wash facility in the Market Area. The Subject Site is strategically and ideally located to accommodate the additional demand identified in the Market Area.

APPENDIX A

JMB TRANSPORTATION ENGINEERING, INC.
TRAFFIC/TRANSPORTATION ENGINEERING & PLANNING SERVICES

TRAFFIC IMPACT STATEMENT

Tommy's Express Car Wash (Bonita Springs, Florida)

July 17, 2022
Revised September 22, 2022

Prepared by:

JMB TRANSPORTATION ENGINEERING, INC.
4711 7TH AVENUE SW
NAPLES, FLORIDA 34119

CERTIFICATE OF AUTHORIZATION NO. 27830

(JMB PROJECT NO. 220713)



TABLE 4
CONCURRENCE ROADWAY LINK VOLUME & CAPACITY ANALYSIS

Station	2022		2022		2024		2024		2024		2024	
	PK Direction	Peak Hour	PK Direction	Peak Hour	PK Direction	Peak Hour	PK Direction	Peak Hour	Project	Total Pk Hr	LOS E	
											Service Vol.	Build-Out
No.	(vphpd)	LOS	LOS	LOS	LOS	LOS	LOS	LOS	Ratio	Ratio	Ratio	Ratio
0009	3212	D	D	3536	F	F	20	3555	3040	1.17	F	F
0009	3212	D	D	3536	F	F	20	3555	3040	1.17	F	F

49+ Car Wash Industry Statistics



by Roman Peysakhovich · August 12th, 2022

66% of car owners that live in the U.S. will get their vehicle washed anywhere from one to two times every month.

Here you'll find new car wash statistics related to:

- How often Americans get their cars washed
- How many car washes are in the US
- Car wash industry revenue, size, & growth
- How profitable is a car wash
- And a whole lot more

Let's dive right in.

Key Car Wash Statistics and Trends:

1. **66% of car owners that live in the U.S.** will get their vehicle washed anywhere from one to two times every month.
2. The car wash industry generated **\$5.8 billion** in revenue in 2021.
3. The car wash industry is worth **\$13.1 billion** in 2021.
4. **8 million** cars get washed every day in car washes.

5. There are **113,000** car wash establishments globally in 2021.
6. Roughly **38 gallons** of water are used each time a single car is washed.
7. **304 million gallons** of water are used for car washes per day, globally.
8. With a whopping **\$1.6 billion in revenue**, California is the leading state in the United States when it comes to the revenue received from all types of car washes.
9. **32% of all car wash revenue** comes from vehicles being washed in winter, 25% comes from the spring and summer months, and 18% comes from washes in the fall.
10. A smaller car wash can have **an annual profit of \$55,000 to \$100,000 per year** for a self-service car wash.
11. Self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but **they can still generate up to \$41,000 a year on average**.
12. **The average profit margin per car is approximately 29%**, which for the average \$15 ticket is \$4.35.
13. **Most cars on average last for 12 years**, which has changed over the years. However, this is just an average because **some cars can last up to 20 years** if they are properly maintained.

CHAPTER 1

Car Wash Industry Statistics

The car wash industry is growing rapidly because of the need and want for cleaner vehicles. This is a growing industry, and here are some of the car wash industry statistics that might shock you as a consumer, car wash employee or owner.

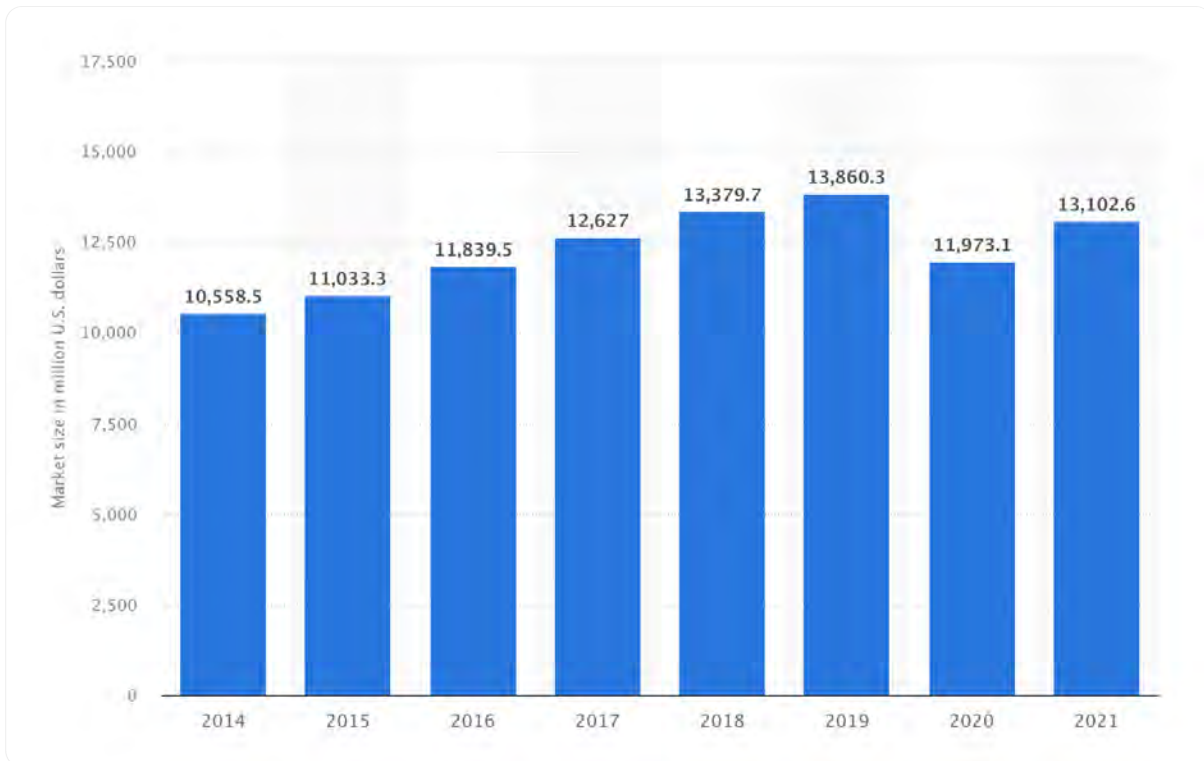
Overview Of The Car Wash Industry

Industry	Car Wash
Market Size in 2021	\$13.1 billion
Revenue in 2021	\$5.8 billion
2020–2028 Growth Rate	3.8%
Number Of Car Washes Globally	113,000
Revenue forecast in 2028	\$37.6 billion

The car wash industry generated \$5.8 billion in revenue in 2021.

Revenue	Amount (USD)
2021 Revenue	\$5.8 billion
2021 Annual Revenue Including Gas Purchases	\$48 billion

The car wash industry is worth \$13.1 billion in 2021.



How many cars do car washes wash a day?

In the United States, approximately **8 million vehicles** are washed at car washes every day.

This number has increased over the years, as more people have grown to prefer having their vehicles washed professionally instead of taking the time to do it at home.

How many car washes are there?

There are **113,000** car wash establishments globally in 2021.

Number Of Car Washes Globally	113,000
Number Of Car Washes In The USA	16,000
Number of full-service carwashes	9,000
Number of exterior conveyor washes	10,500

Number of self-serve car washes

36,500

How many times per month do Americans get their car washed?

In the United States, around 66% of car owners will get their vehicle washed anywhere from one to two times every month, depending on the various factors.



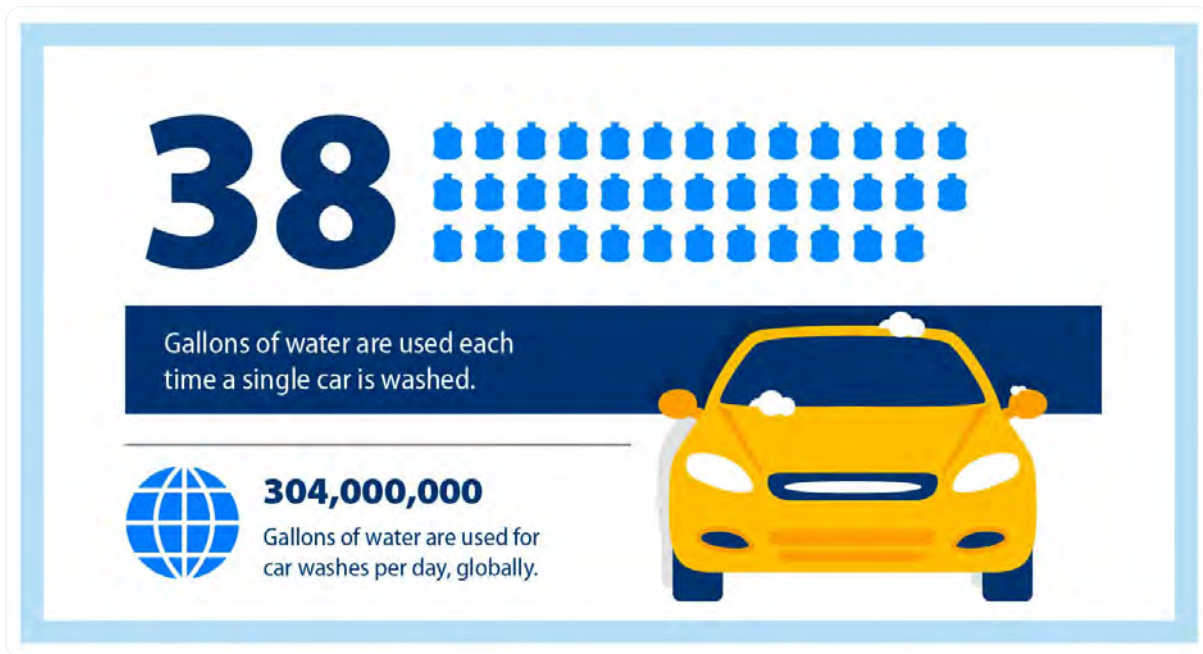
Approximately **66%** of car owners that live in the U.S. will get their vehicle washed one to two times every month.

Source: Onedesk

 onedesk

However, the answer to this question can vary based on where someone lives and the type of terrain that people are forced to drive on regularly.

Roughly 38 gallons of water are used each time a single car is washed.



304 million gallons of water are used for car washes per day, globally.

What U.S. state has the most car washes?

California has the highest number of car washing businesses available for citizens when it comes to car washes in the United States.

Less than 2 years ago, the total car wash sales from California were approximately \$1.6 billion, and that is projected to increase in the next few years.



With a whopping **\$1.6 billion** in revenue, California is the leading state in the U.S. when it comes to the revenue received from car washes.

Source: Onedesk



However, based on population size, the District of Columbia actually had a higher average sales than California.

There are 350,000 car wash employees globally in 2021.

What is the car wash service market growth?

Overall, the car wash service market has been increasing over the last few years by approximately 3%, and it is expected to continue growing at this rate until 2028.

However, this is an estimate. It could be higher or slightly lower from year to year, but it is still expected to grow.

How competitive is the car wash industry?

The **car wash industry** is a very competitive market. Unlike with other industries, this market is capable of making way for smaller businesses that want to get in on the industry because it isn't controlled by a single or small larger group of businesses.

This makes it easier for smaller businesses to get on the ground floor of the industry without being taken over. It is also competitive because there are other services that you can offer at a car wash that can increase your customer count on a regular basis, like auto-detailing.

In order to be successful in this type of business, there are various things that you need to consider before opening up.

For instance, are you going to open a self-service or a full-service car wash? Also, what is the average price per gallon of water in your area?

Although there are a number of factors that you need to consider, there are numerous ways for you to ensure that you are competitive in the industry and can make it work for you.

What is the most popular season for car washes?

The most popular season for having a vehicle washed at a car wash is in winter.

Approximately 32% of yearly revenue in the car wash industry is generated during the winter, and this is closely followed by spring and summer that both make up 25% each.



32% of all car wash revenue comes from vehicles being washed in winter, **25%** comes from the spring and summer months, and **18%** comes from washes in the fall.

Source: Onedesk

 onedesk

Car Wash Profitability Statistics

Just like in any industry, profitability is extremely important, otherwise, the industry would not be worth taking a risk on for new business owners. Here are the most important profitability statistics that come from the car wash industry.

How profitable is a car wash?

The **profitability** of a car wash depends on the type of car wash that you are looking at.

For instance, an in-bay automatic car wash is capable of washing approximately 20,000 cars annually, and this yields an annual profit of about \$86,531.

However, a self-serve car wash only yields about \$30,000 in profit, but a tunnel car wash can reach well over \$500,000 in profits each year.

These figures are just averages for the industry, but there are a lot of factors that go into these numbers.

Location is one of the biggest factors because the larger the population in the area, the higher the revenue chances for the car wash.

How much money do car washes make per year?

Just like the profitability of car washes, the amount of money that a car wash **can generate** depends on where it is located and the type of services that the car wash provides.

For instance, self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but they can still generate up to \$41,000 a year on average.



Self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but they can still generate up to **\$41,000** a year on average.

Source: Onedesk



This is the lowest car wash revenue generator, and the tunnel car wash is the most profitable and generates the most revenue annually at an average of \$686,250.

So, there is definitely money to be made in the car wash industry.

How much do car wash owners make?

The answer to this question can be a little difficult to determine because it depends on the type of car wash that is provided, the location of the car wash, and the amount of money that the car wash charges per car.

However, a smaller car wash can have an annual profit of \$55,000 to \$100,000 per year for a self-service car wash.



A smaller self-service car wash can have an annual profit of \$55,000 to \$100,000 per year.

Source: Onedesk



However, a full-service car wash business can actually make anywhere from \$500,000 to \$900,000 annually in profits.

These numbers are vastly different, but it makes sense because these two types of car washes take different resources, both in materials and labor, which can account for the difference in these numbers.

So, all in all, car wash owners can definitely profit from their business and live comfortably.

Are self service car washes profitable?

Although self-service car washes are not as profitable as in-bay or full-service car washes, they are an excellent way to generate a passive stream of income with little to no effort.

Due to it being a self-service business, the owner can cut costs and increase their profits by running and checking on everything themselves.

On average, depending on the location, a self-service car wash can make close to \$1,500 a day, but it is more realistic to expect \$250 to \$750 per day.

What is the average car wash profit margin?

The average profit margin per car is approximately 29%, which for the average \$15 ticket is \$4.35. Obviously, the more the ticket price for the car wash the higher the

average profit margin will be more.



The average profit margin per car is approximately **29%**, which for the average **\$15** ticket is **\$4.35**.

Source: Onedesk



When looking at a profit margin it can be difficult to calculate, depending on the size of the business.

When calculating these numbers, some of the things that should go into calculating this average are the daily traffic count, price per car, the number of days the car wash is open, the cost of materials and maintenance, and the cost of labor if it requires it.

The average ticket price for a car wash is approximately \$15 and after all of the costs that go into running the car wash.

Car Auto Detailing Industry Statistics

Car auto-detailing businesses are often coupled with car washing businesses, but in general, auto-detailing businesses provide higher profit margins.

However, it can cost more to run these businesses because of the extra labor and materials that are needed to run them properly. Here are a few statistics about the auto detailing industry.

How many years do cars last?

In the past, cars lasted longer than some of the newer models, but that is part of choosing to drive a car with higher technology than was available in the past.

Currently, most cars on average last for approximately 12 years, but this is just an average.



Most cars on average last for 12 years. Some cars can last up to 20 years if they are properly maintained.

Source: Onedesk



There are many cars that are capable of lasting even longer, but it is better to expect the average than think it could last longer.

Do consumers prefer to get their cars washed professionally or at home?

This is entirely based on the preference of the consumer because some people prefer to do the work on their car at home, but others like the idea of having a professional take care of their car to ensure the best results.

In North America alone, there are more than 2 billion cars washed by professional car washes every year.



Not to mention, people who are concerned about the environment tend to go to car washes.

Due to proficiency, professional car washes are faster than washing cars, which means that they are less of a drain on the environment. They are capable of minimizing the amount of water than someone washing their car at home, which is an important distinction for the environment.

Plus, they often use environmentally friendly materials to wash cars that consumers appreciate like phosphate-free and biodegradable cleaners that consumers might not have access to when washing their own cars.

What percentage of consumers are willing to pay more for eco-friendly services?

Approximately 77% of Americans are concerned about the environment and take this into consideration when purchasing products.

According to statistics, 75% of millennials and 57% of boomers take note of this sort of thing, and they will generally pay more for a car wash that is professionally done as long as it is done with eco-friendly materials and services.

What US cities have the highest concentration of detailing businesses?

There are a lot of excellent detailing businesses throughout the United States, and currently, the following cities are the five cities that have the highest concentration of detailing businesses:

- Glendale, Arizona
- East Honolulu, Hawaii
- Silver Spring, Maryland
- Knik-Fairview, Alaska
- Waipahu, Hawaii

What US cities have the lowest concentration of detailing businesses?

The cities that have the lowest concentration of detailing businesses are generally smaller towns and areas that have less pollen count than other cities, which require the need for as many car washes and detailing businesses.

It's important to keep these types of statistics in mind when you are planning on opening a detailing business because it can directly affect the amount of business that you will have to contend with in the area.

What are the annual sales of chemicals in the car wash market?

There are a lot of different types of chemicals that are used in detailing businesses and car washes, and it's important to take the cost of these chemicals into account when you are considering opening your own detailing business.

On average, car washes and [auto detailing businesses](#) can use anywhere from \$5,000 to \$20,000 worth of chemicals annually.

However, this depends on the size of the business and the frequency of cars that go through the business on a daily basis.

Companies that use eco-friendly products do spend more on their chemicals, but these businesses are also able to sell their services for more than if they were using other types of chemicals in their business.

What is the average price of car detailing services in the US?

Many people do not realize that regular car washes are different than car detailing services. The average price for a regular car wash is approximately \$15, but the average detailing price in the United States runs about \$160.

There are several types of services that come with car detailing, and many businesses have different packages that people are capable of choosing from to provide a variety of services for different income budgets, which can allow them to work with people from all income brackets.

How much do American car detailers make per year?

On average in the United States, [car detailers make about \\$12 an hour](#), and for those that are willing to work overtime, they will get approximately \$4,000 in extra pay a year.

Currently, they make an annual average of \$27,735, but this is just an average.

Car detailers that work in larger cities or for larger companies tend to make more, and if they do a good job, they often are able to generate their own client base, which can help to increase their annual income.

When it comes to washing cars, one of the biggest statistics that people take into account is water usage. This goes for business owners and their customers.

Business owners need to pay for the water usage, and their customers like to know that they are doing business with an eco-friendly conscious business, which includes the amount of water that they use.

Here are some water usage statistics you've probably never seen before.

How much water does an average car wash use?

There are all types of car washes, and depending on the type of car wash, the amount of water usage can vary.

Some car washes only use approximately 35 gallons of water per vehicle, but there are other car washes that can use up to 70 gallons of water per vehicle like a high-pressure touchless car wash.



On average, car washes can use between **30** and **70** gallons of water per car.

Source: Onedesk

 onedesk

So, when you are thinking of getting your car washed or if you are planning on opening your own car wash business, you will want to consider the water cost before making a decision on the type of car wash that you will open or use.

Water usage is one of the most expensive expenses that you have to consider in this

business. So you will want to consider the price of water usage to be able to set your prices properly so that you still get an ample profit per car to ensure the business will be successful.

How many gallons of soap does a car wash use?

After you consider the water usage that your business will require, you will want to consider the amount of soap that will be used.

Most car washes will use 1 ounce of car wash solution per gallon of water. Therefore, you have to consider the type of car wash you want to run here, as well.

For instance, some car washes only use 30 gallons of water per car, and therefore, it will lower the gallons of soap that you will need to use per car.

However, if you use the higher-pressure car wash type, you could use up to 70 gallons of water. Therefore the amount of soap solution that you will need to use will be doubled, as well.

Conclusion

Overall, the car wash industry is a profitable business to be in. It provides an ample amount of revenue and profits for the business owner and their employees.

Finally, this industry is an excellent one to go into by a smaller business owner because the industry is not locked down by just a few larger companies, which means there is potential to grow for smaller car washes.



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Car Wash Demographics: 65 User Facts & Numbers [2023]

January 2, 2023 / By Peter Jones / Cars

In this blog post, we'll take a closer look at the demographics of car wash users.

From age and gender to income and location, we'll explore the characteristics that define the typical car wash user.

So, if you're curious about who's keeping their cars squeaky clean, keep reading to learn more.

Table of Contents



LATEST VIDEOS

Quick Facts About Car Wash Users

- On average, Americans get their cars washed approximately 13 times per year, which translates to around one or two times per month.
- More than 2 billion cars are washed every year in North America, with Americans spending USD 5.8 billion at car wash facilities annually.
- Over the past decade, more than 70% of car owners in the United States have switched from handwashing their vehicles to using car washing facilities.
- Approximately 65% of car wash facilities in the United States also serve as fuel dispensers.

These facts highlight the significant prevalence and usage of car wash services among the American population.



- The target age for customers is between 35 and 55, with more than half being women
- Many Americans wash their car around 13 times a year, indicating that the majority of car wash users visit a car wash establishment one or two times per month.
- In the United States, the percentage of drivers that report most frequently washing their vehicle at a professional car wash has increased from approximately 48% in 1994 to more than 77% in 2019.



It is evident that the car wash industry in the United States has grown significantly over the years, with a diverse workforce and an increasing number of drivers opting for professional car wash services.

Read also: [How and when should you wash a Tesla?](#)

Gender Demographics for Car Wash Users

- There are few more female car wash users than there are male users.
- Male *car cleaners*, however, make up a significant portion at 81.6%, while women account for 18.4% of the workforce in the industry.

The distribution of gender in the car wash industry shows a clear disparity, with men dominating both car cleaning and car washing roles.



This trend extends across different geographic locations and market segments, indicating a pattern that is both widespread and persistent.

Ethnicity Demographics

Car wash demographics show distinct patterns among different ethnic groups working in the industry or owning businesses.

Some statistics regarding car wash demographics based on ethnicity include:

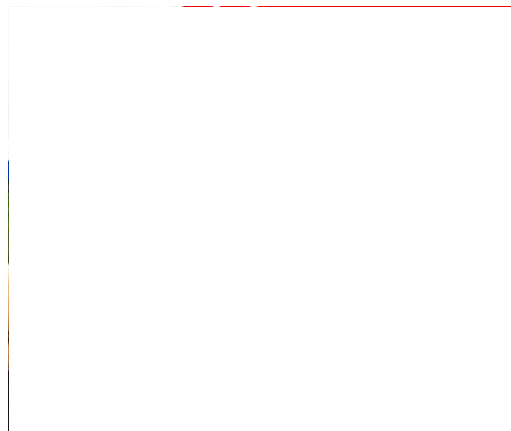


- The most common ethnicity of car washers is White (55.2%)
- Hispanic or Latino individuals make up 19.8% of car washers
- Black or African American individuals constitute 13.8% of car wash workers
- About 5.7% of car washers are considered Unknown ethnicity

In terms of business ownership, several trends can be observed:

- Car washes are predominantly owned by non-Hispanic White men

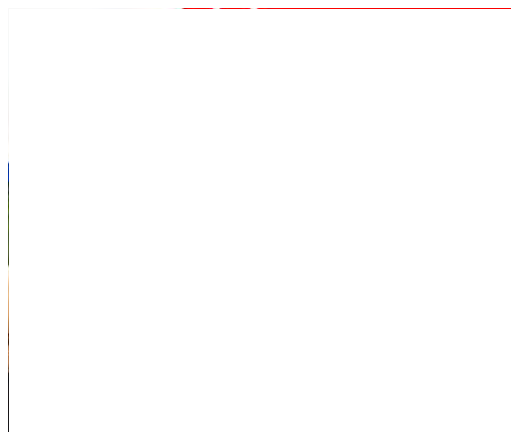
demographic patterns can help inform strategies and initiatives aimed at promoting diversity and inclusion within the industry.



Education Level Demographics

According to the available data, the education level demographics for car washers in the United States are as follows:

- 64% have a high school diploma
- 12% possess a diploma, potentially indicating vocational education or some college experience
- 9% hold an associate degree
- 9% have a bachelor's degree
- 6% of car washers have other types of degrees or educational qualifications



These statistics illustrate that the majority of car washers have at least completed high school, with a significant percentage pursuing education beyond that level to various extents. It is important to note that these numbers may vary depending on the location, type of car wash establishment, and

employees in this field possess a variety of skills that could contribute to the overall service quality and customer experience. It is evident that the industry succeeds in accommodating a diverse workforce with differing education levels, which can lead to a unique blend of knowledge and expertise.



Average Income Level

- In the United States, car washes with paid employees had 163,178 workers in 2019, earning an average annual salary of \$21,911.
- American car dealers with wash facilities make around \$27,735 annually, with Maryland having the highest at \$100K per year.
- Small self-service car washes' average annual profit is over \$40,000, while larger and luxurious car washes can earn over \$500,000 per year.
- Consumers spend \$5.8 billion annually on car wash services, and each car wash has about 20,000 clients annually.
- Among car wash attendants, men earn an average income of \$27K, while women earn slightly less at \$26K.

The data reveals a diverse demographic of car wash employees and varying income levels within the industry, from smaller self-service facilities to high-end luxury establishments.



Read also: [Can my car go through a carwash?](#)

Other Interesting Facts About The Effect Of Car Wash Users

- Employees of car washes in Maine were the most “productive,” generating \$94,234 in sales per employee compared to \$60,099 for the nation.
- Washing and Cleaning Services for Automobiles and Light-Duty Trucks made up 84.2% of the \$9.7 billion of total sales of car washes in 2017.
- Car wash water statistics indicate that 66% of Americans get their cars washed approximately 13 times per year, putting the average washes per month at one or two times.
- Most car wash stations are also fuel dispensers, with approximately 65% of car wash facilities serving as fuelling points as well.
- The percentage of drivers that report most frequently washing their vehicle at a professional car wash has increased from approximately 48% in 1994 to more than 77% in 2019.
- In 2019, there were over 160,000 car wash facilities in the US.
- The car wash industry employs over 700,000 people in the US.
- Full-service car washes account for approximately 22% of all car wash facilities in the US.
- The average price of a car wash in the US is around \$15.
- The global car wash and detailing services market was valued at \$47.5 billion in 2020.
- In 2021, the number of vehicles in operation in the US reached a record high of 284.5 million.
- In the US, automatic car washes are the most common type of car wash facility, making up approximately 80% of all car washes.
- The cost of starting a car wash business can range from \$10,000 to over \$1 million.
- The car wash industry in the US is expected to grow at a CAGR of 3.2% from 2020 to 2025.
- In 2017, the average car wash facility generated \$670,000 in annual revenue.
- California has the most car wash facilities of any US state, with over 10,000 locations.
- The average car wash takes between 10 and 15 minutes to complete.
- Approximately 20% of car washes in the US are owned by chains with multiple locations.
- The car wash industry in the US is highly fragmented, with the top 50 companies accounting for less than 20% of total revenue.
- In 2021, the revenue of the car wash and detailing services market in the US is expected to reach \$10.6 billion.
- The average revenue per car wash in the US is approximately \$20.
- In 2019, the most common car wash location was a gas station or convenience store, accounting for 48% of all car washes.

2020 to 2025.

- Hand car washes make up approximately 4% of all car wash facilities in the US.
- In 2019, approximately 60% of car washes in the US offered unlimited wash plans or memberships.
- Approximately 30% of car wash customers in the US are loyal to a specific brand or location.
- In 2019, the average cost of a basic car wash was \$11.
- The US car wash industry uses approximately 2.8 billion gallons of water per year.
- The most common type of car wash brush is made of nylon, accounting for approximately 80% of all brushes used in the industry.



The data demonstrates the changing landscape of car wash usage over time, highlighting the impact of factors such as productivity, fuel dispensing capabilities, and consumer preferences.

Sources

- <https://www.carsurance.net/blog/car-wash-statistics/>
- <https://www.zippia.com/car-washer-jobs/demographics/>
- <https://www.zippia.com/car-wash-attendant-jobs/demographics/>

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APPENDIX D



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Conveyors and Tunnels

Site selection: Critical in building a carwash

A closer look at the vital components of site selection for carwashes.



By **Harvey M. Miller**

Published: April 1, 2016



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When it comes to selecting a location for a new carwash, owners should look at a potential site the way a consumer would — there is no substitute in committing to a property and building a \$2 million facility. For the purpose of this article, we will discuss critical components of site selection for carwashes.

Related Articles

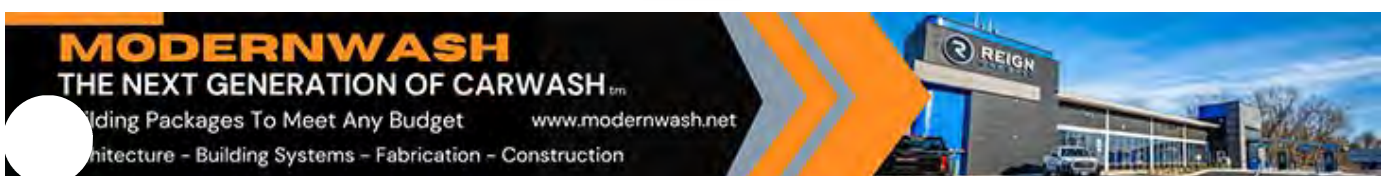
- State of carwashing 2024
- Recognizing the key Carwash.com contributors
- Submissions open for 2024 Top 50 list

Demographics

Many variables should be used to determine if a property is feasible and will perform at a high volume. At the top of your checklist should be reviewing the current demographics of a one-, three- and five-mile radius of the property. In my opinion, this is the most important step.

You need rooftops (lots of them) which will create a steady stream of traffic in the community that will patronize and support your carwash. Also, average household income, median income, average age, amount of vehicles in the area, what percentage is under the poverty line and the breakdown of the population are all factors to consider reviewing this report.

Close



It is difficult, time-consuming and expensive to get a property rezoned from residential to commercial. Usually, the city or county will not consider re-zoning a property for the use of a carwash.

Property size

The property size is extremely important. You want to determine the acreage and actual dimensions. The ideal size for a tunnel carwash is approximately one acre. Additionally, a minimum of 225 feet will be required in one direction to allow for at least a 125-foot conveyor.

If the plan is to build an express exterior model, you need sufficient room for vacuum pads, queuing lanes and turning radiuses. If you want to build a flex-service, room is required for the post-vacuum and finishing area(s).

Building on less than an acre is certainly possible; however, everything will be reduced in size, and it becomes more difficult to perform at a high volume.

The proposed length of the tunnel is also important because the longer the tunnel and conveyor, the more equipment can be installed with proper, required spacing between the components.

With express exterior washes, you need space for required motors in the drying area to ensure a dry car. And, it has been determined in this wash type: The more vacuum pads, the better the operation.

Visibility

Visibility and exposure are critical. If it's out of sight, it's out of mind. You may not want to build behind a service station or another type of business; for example, you do not see a McDonald's or a major gas station out of view. Having the building out in front and parallel to the main street is ideal.

Close



Traffic counts

Traffic counts are something investors and developers put too much emphasis on. Even though we would rather have higher traffic counts than lower traffic counts, this variable is not nearly as vital as demographics. Keep in mind traffic is coming and going — usually heading to work or returning home — and many drivers do not want to get off of the highway to get their cars washed.

I have seen carwashes with extremely high traffic counts not performing the required volume because they did not have the population; and, I have also witnessed lower traffic counts with sufficient population performing high-volume counts.

Sometimes, real estate brokers and parties selling their products/services will put importance only on high traffic counts and do not have the experience or know how to advise if a property should really be considered.

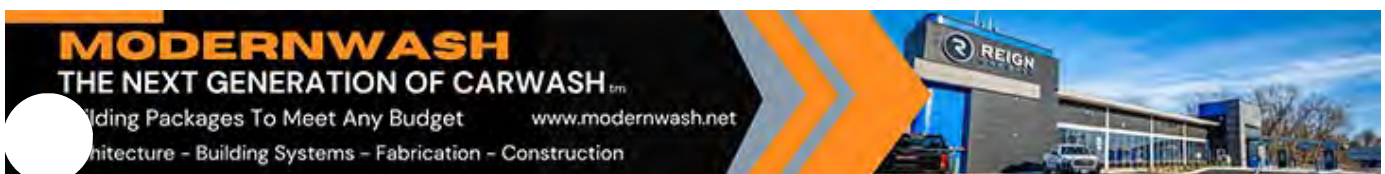
Traffic speed, on the other hand, is important; for instance, if the traffic is going 50 miles or more per hour, drivers are usually going too fast to view the facility or to even want to turn in. It is also difficult for vehicles to exit the property into fast-moving traffic.

Entrance and exit points

The ingress/egress, which is the entrance/exit for the property, has to contribute to producing high volume. Is there a center median where vehicles have to go to the next intersection and make a U-turn? This will reduce the amount of customers who will consider patronizing your business.

Is the property on a service road where a vehicle has to leave the main street to enter a service road and then repeat the process getting back on the

Close



The community

Adjacent surroundings and communities are also noteworthy considerations. You should drive around and observe the businesses, shopping centers, strip malls, office buildings and residential areas.

Bear in mind if the property is in an industrial area, you may only be privileged to the existing traffic on weekdays; and, on weekends when you project your highest volume, streets could be bare and empty of any vehicles.

When driving around the residential areas, you want to view the housing, apartments versus homes, and the types of vehicles parked on the streets. Is the neighborhood deteriorating? Are vehicles so dirty you cannot clearly see their color? Is the neighborhood low-income where consumers may not be able to afford a carwash regardless of price?

Nearby competition

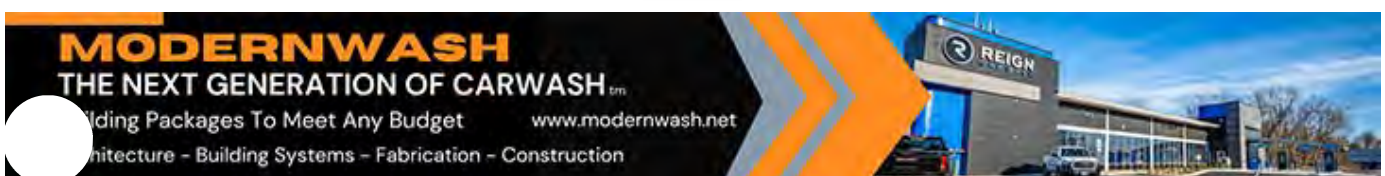
Competing carwashes in a three-mile radius must be seriously considered.

Visit local washes that are not service stations or self-serve washes.

If your plan is to build an express exterior wash, can existing full-serves have the possibility of converting to an express or flex-serve? Are there already express locations within the marketing area?

Remember, whatever the population is in a three-mile radius, divide that into how many tunnel washes, including your potential site, are in the area. For example, if the population is 100,000 and you will be the third tunnel wash in the area, that reduces the population to approximately 35,000 for each location. In my opinion, there is too much competition for the population in this example.

Close



Site costs

The cost of property or proposed ground rental on a lease agreement certainly has to be taken into consideration regarding your total investment cost or the monthly expense of your operation.

In the article “[Site planning: Adding to the carwash experience](#),” featured in a past issue of *Professional Carwashing & Detailing*, an expert interviewed for the article noted that site selection is no time to penny-pinch, adding, “Never be cheap when choosing a property.” He could not be more accurate.

If the site is right and projects to generate high volume, it is worth paying an additional amount to obtain the property or to agree to a higher monthly rental simply because there is no substitute in obtaining the ideal site. Whatever amount you have to pay for the desired property will be amortized over many years of operating.

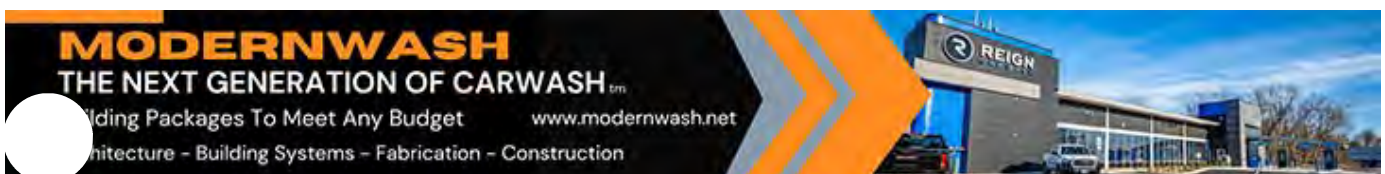
In the scheme of things, it will only require a minimum amount of increased volume to offset a high cost for the property or additional rent you projected.

Reports and reviews

You certainly want to check with the city or county planning department to determine the required entitlements, permits, setbacks, landscaping requirements, etc. You also want to review a preliminary title report to determine recorded underground easements.

You or your architect do not want to be surprised to discover underground easements where you are planning your improvements. Typically, it is difficult to get utility companies to agree to rerouting existing easements. It is also extremely expensive to do so even with permission. Utility and sewer locations have to be determined because bringing these lines into the

Close



to remove or bring in dirt, it adds to the cost of your development. The same is true for off-site improvements. If there are no sidewalks, curbs, gutters or area lighting, this cost could easily run \$150,000 to \$250,000.

Furthermore, you want to make absolutely sure the property is environmentally clean — not just to assure yourself, but a lender will require a Phase 1 report that has been performed within the last six months.

Site analysis

Finally, you must analyze the site; is the property and location viable for an express exterior, full-service or flex-service? Is there a real need for this type of business in your desired location and community? Most importantly, should you proceed or fall back? And, what should you expect if you do go ahead and commit yourself to the cost of the property and building the facility?

At this point, you would want to prepare a projection statement with what you believe would be reasonable volume, gross income and expenses.

I have witnessed many mistakes with building tunnel carwashes. Some have been minor errors; others were major; and, unfortunately, many were fatal because the development(s) should not have been built in the first place, was not properly designed and/or wasn't operated effectively, eventually leading to failure.

When building a tunnel carwash, and with the present and potential competition, there is little room for error. If the location measures up, and if built and operated properly, a carwash can be incredibly lucrative.

Harvey M. Miller is the owner of C Close Consultants. He travels nationally



president of the Western Carwash Association (WCA) and the International Carwash Association (ICA). Miller can be reached at carwashconst@aol.com or 949-230-3623.

Tags: [site selection and design](#)

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Featured profile: Zax Auto Wash

Following the business' journey from humble beginnings to a bright future.



By **Rich DiPaolo**

Rich DiPaolo is the Associate Publisher – Editorial of Professional Carwashing & Detailing magazine.

Published: January 5, 2024

Close



APPENDIX E

Car Wash Industry Statistics

Carwash Industry Statistics		Data	% of Industry
Car wash industry annual revenue		\$5.8 billion	
Car wash industry annual revenue including gas purchases		\$48 billion	
Annual car wash industry revenue growth from 2006-2011		-1.60%	
Number of full-service carwashes		9,000	8%
Number of exterior conveyor washes		10,500	9%
Number of self-serve car washes		36,000	32%
Number of in-bay automatics		58,000	51%
Total number of carwashes		113,000	
Total number of car wash employees		350,000	
Number of cars washed annually		2.3 Billion	
Number of cars washed per day		8 Million	
Percent of car washes that also dispense gasoline		65%	
Percent of car washes owned by small business persons		90%	
Estimate number of gallons of water used on each car		38 gallons	
Average annual number of gallons of water lost per car wash		48,000	
In-Bay Automatic Statistics for a single operation			
Average number of cars washed annually		19,947	
Average sale per vehicle		\$6.34	
Average profit per vehicle		\$4.35	
Average annual profit		\$86,531	
Average annual revenue		\$139,000	
Self-Serve Statistics for a single operation (Wand or Coin-op Style)			
Average monthly revenue per bay		\$1,489	
Average percent of time bay is in use		10%	
Average annual revenue for a 2 bay operation		\$41,000	
Tunnel Carwash Statistics for a single operation			
Average number of cars washed per year		45,750	
Average price per carwash		\$15	
Average annual revenue		\$686,250	
Busiest Carwash Days by Percent of Weekly Washes			
Saturday		25%	
Friday		20%	
Sunday		12%	
Monday		12%	
Strongest Seasons of the Year by Percent of Sales			
Winter		32%	
Spring		25%	
Summer		25%	
Fall		18%	

* **Statistic Brain 2017**

Sources: MSSP, IRS, Professional Carwashing & Detailing,
US Census Bureau

of Cars in the US

253,000,000

Avg # of Washes/Car

9.09

APPENDIX F

PRIMO CAR WASH





CIRCLE K CAR WASH



BONITA CAR WASH



CHEVRON CAR WASH



MISTER CAR WASH







February 10, 2025

Sunshine Clean LLC
Bonita Springs, FL 34135
Attn: Vince Ranieri

Dear Mr. Ranieri,

The following are the results of a site noise study which analyzes potential noise emissions from the operation of proposed a car wash in Bonita Springs, Florida.

Background

The study is based on the following:

- 1) review of the provided Site Plan
- 2) documents containing acoustical measurements conducted at various similar commercial car wash locations (by other acoustical consultants)
- 3) sound level measurements conducted at the proposed site and adjacent noise sensitive properties in the vicinity
- 4) receiving property ambient sound levels based on measurement taken on site, traffic data and sound level measurements taken in similar traffic conditions.
- 5) acoustical analysis conducted in office

Noise Sources

The primary car wash noise sources include the following proposed equipment:

- Fifteen (15) Drying/Blower Fans – located mostly toward the exit (south) side of the car wash building
- Nine (9) individual vacuum stations (with individual motors) located to the east of the car wash building
- There are no vacuum system turbines required for this system

Surrounding Uses

The following are uses for the adjacent parcels in each direction.

Direction	Use	Distance from Car Wash Building Exit (feet)
East	Wetlands	Tunnel Exit 155 ft. to property line Center of Vacuums 95 ft. to property line (no building on property)
Further East	Residential	Tunnel Exit 360 ft. to property line, 365 ft. to nearest building Center of Vacuums 390 ft. to property line, 395 ft. to nearest building
North	Commercial	Tunnel Entry 65 ft. to property line 85 ft. to nearest building. Center of Vacuums 120 ft. to property line, 140 ft. to nearest building
South	Commercial	Tunnel Exit 75 ft. to property line, 150 ft. to nearest building. Center of Vacuums 120 ft. to property line, 200 ft. to nearest building
West	Roadway	Tunnel Exit 125 ft. to center of roadway
Further West	Commercial	Tunnel Exit 255 ft. to property line 280 ft. to nearest building.
Even Further West	Residential	Tunnel Exit 400 ft. to property line 610 ft. to nearest building.

The distance from each of the primary Car Wash noise sources to the neighboring property lines will be used to calculate the anticipated operational sound levels at the adjacent receiving property lines, for comparison to the ordinance decibel limits (See Exhibit B for map of equipment layout).

Exhibit A shows the location of the subject and receiving property lines.

Noise Ordinance

Section 20-22 (1) Table 1 of the Bonita Springs Noise Ordinance sets a limit of 66 dBA (residential) and 72 dBA (commercial or business) between the hours of 7 am to 10pm, to be measured at the property line of the receiving property. The decibel requirements are 55 dBA (residential) and 65 dBA (commercial or business) between the hours of 10pm-7am. There is no requirement specified in the ordinance for the time duration of a sound measurement (i.e. 30 seconds, 10 minutes, etc.).

Since the operation of the business will be during daytime hours only, the daytime noise ordinance decibel limits will be used for purposes of determining noise impact.

Ambient Sound Levels at Adjacent Properties

Primary Noise sources

The primary sources of ambient noise at the nearest property lines are as follows:

- Heavy vehicular traffic on Tamiami Trail (50 MPH speed limit, AADT 33500 vehicles, 1407 trucks) along west property line.
- Heavy vehicular traffic on Bonita Beach Road (45 speed limit, AADT 39000 vehicles, 1950 trucks), roughly 3800 feet north of proposed project site.

Other noise sources include (but are not limited to)

- Moderate vehicular traffic on adjacent local roads (no traffic data)
- Aircraft flyovers
- Car wash on Tamiami Trail, 1700 feet to the north

Ambient Sound Level by Receiver Location

North and South Receiver Locations

The parcels to the north are commercial properties (Furniture Store to north and Retail Store to south).

The measured ambient noise levels at the north/south property lines are in the 51-69 dBA range, with an Leq of 63 dBA.

Heavy Trucks on Tamiami typically measure between 62-81 dBA

Based on the FDOT hourly traffic counts, the ambient noise decibel levels will remain constant throughout operating hours.

East Receiver Locations

The parcel immediately to the east is zoned as Wetlands. A residential property is located roughly 300 feet from the east property line of the proposed car wash.

The measured ambient noise level at the east property line of the proposed car wash is in the 50-85 dBA range (note the high portion of the range is from vehicles on the immediately adjacent service road).

The measured ambient noise level at the property line of the residential property further east is in the 49-55 dBA range with an Leq of 51 dBA. Note there is a lake with a large (tall) fountain that maintains a steady “white noise” background with a decibel level that does not go much below 50 dBA, even without traffic.

West Receiver Locations

The parcel immediately abuts Tamiami Trail to the West.

The measured ambient noise level at the west property line of the proposed car wash is in the 56-74 dBA range, with an Leq of 68 dBA.

Heavy Trucks on Tamiami typically measure between 67-90+ dBA.

The anticipated ambient noise level at the property line of the residential property further west is in the 47-55 dBA range with an Leq of 51 dBA.

Project Site Analysis

Project Site Noise Sources - (See Exhibit B for location of car wash noise sources).

Sound level data of the primary car wash noise sources are based on the following documents

- Noise Study for Hudsonville, MI Location (Fan and Vacuum Noise contours with distance) - conducted by ABD Engineering
- Noise Study for Byron Center, MI location – conducted by ABD Engineering
- Noise Assessment of vacuum mufflers
- Noise Study for Largo, FL location – conducted by ABD Engineering

Calculations are based on the following source sound level measurements:

Sound Source	Sound Measurement Distance (feet)	Sound Level (dBA)
Tunnel Entrance - 15 Drying/Blowing Fans	3	86
Tunnel Exit -15 Drying/Blowing Fans	3	95
(9) Vacuum Stations	3	79.1

The sound level contributions from each of these sound sources were calculated individually and summed together to arrive at the anticipated noise emissions at each of the four receiving property lines and compared to the decibel limits contained in the Bonita Springs Noise Ordinance described on page 2 of this report.

The following table shows the anticipated noise emissions from each of the primary sound sources at each of the four receiving property lines.

Receiver	Vacuum Distance (feet)	Vacuum Sound (dBA)	Blower Distance (feet)	Blower Sound (dBA)	Total Sound Level (dBA)
East	95	58.1**	155	57.1	60.7
Further East	390	48.9**	360	51.7	51.7
North	120	54.6	65	57.8	59.5
South	120	54.6	75	66.9	67.1
West	185	<40*	125	58.5	58.6
Further West	315	<40*	255	53.9	54.0
Even Further West	670	<40*	610	48.2	48.5

* Note – Vacuum noise to west will be significantly mitigated by walls of the car wash building

** Note – Vacuum noise to east will be significantly mitigated by an 8' high masonry wall

Discussion

In general, the anticipated noise emissions from the proposed car wash will be in the same order of magnitude as the ambient noise and within the noise ordinance decibel limits. Louder ambient noise events (such as trucks, motorcycles, and higher horsepower cars) will be louder than the anticipated noise emissions from the proposed car wash. The one location where decibel levels are moderately elevated is at the south property line with the full interior of the car wash tunnel in view. In this small area, the decibel levels will approach (but not exceed) the daytime Commercial decibel limits.

The residential properties to the east and west are far away enough that the anticipated noise emissions from the proposed carwash will be in the same order of magnitude or lower than the ambient noise, and well below even the nighttime decibel limits in the noise ordinance.

Conclusion

In conclusion, the results of this study reveal that there are no anticipated noise impacts associated with the activities from the operation of the proposed car wash. The loudest of noise events anticipated on the adjacent properties are lower in intensity than the frequent traffic of automobiles and heavy trucks traveling on the adjacent roadways (specifically Tamiami Trail).

Based on the results of the calculations, the decibel limits in Section 20-22 (1) Table 1 of the Bonita Springs Noise Ordinance will not be exceeded. Furthermore, the anticipated traffic noise events (especially larger trucks) at each of the receiving properties will exceed the anticipated operational sound levels from the proposed car wash.

Please contact me if you have any comments/questions.

Best regards,



Michael Keane, P.E.
President, Keane Acoustics, Inc.
FL License # 64563

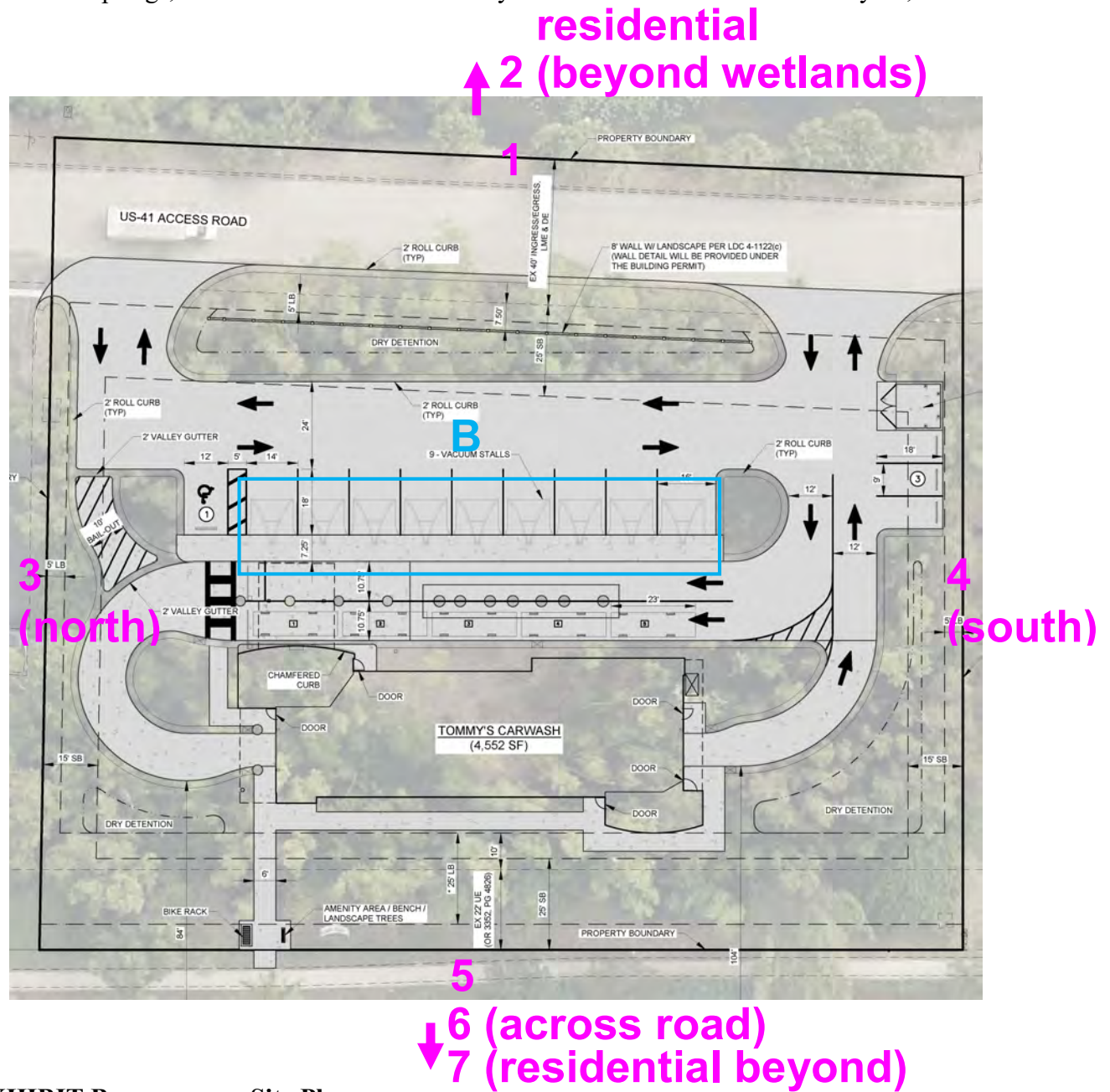
TABLE OF EXHIBITS

EXHIBIT A **Subject and Receiving Properties**

EXHIBIT B **Site Plan**



EXHIBIT A Subject Property (in green) and Nearby Residential Receiving Property Lines (in red)



Key

A – Drying Blowers

B – Vacuum System Stations Location

X – Anticipated Noise Emissions Level Locations (See Decibel levels on page 4 of report)

28731 S TAMiami TRAIL

Section 04, Township 48 South, Range 25 East
Lee County, Florida

Environmental Assessment/Protected Species Survey

September 2024

Prepared for:

**Sunshine Clean, LLC
2316 S. US 421
Zionsville, IN 46077**

Prepared by:



ENVIRONMENTAL CONSULTING, LLC
15957 Tropical Breeze Drive, Fort Myers, FL 33908
(239) 994-9007

INTRODUCTION

The 1.24± acre project is located within a portion of Section 04, Township 48 South, Range 25 East, Lee County, Florida. The parcel is bordered to the east by Bonita Crossing Boulevard and South Tamiami Trail to the west. Both north and south of the property is commercial development.

SITE CONDITIONS

This parcel includes an upland forest that is dominated by exotic vegetation. The site also has an access road that connects to the various commercial developments around it. The site is heavily disturbed.

VEGETATIVE CLASSIFICATIONS

The predominant vegetation associations were mapped in the field on 2024 digital 1" = 120' scale aerial photography. The property boundary was surveyed and obtained from Grady Minor, June 2022. The property boundary was staked in the field at the time of our site inspection and was overlaid on current aerial photography. Two vegetation associations were identified using the Florida Land Use, Cover and Forms Classification System (FLUCCS). Figure 1 depicts the approximate location and configuration of these vegetation associations and Table 1 summarizes the acreages by FLUCCS Code. A brief description of each FLUCCS Code is also provided below.

Table 1. Acreage Summary by FLUCCS Code

FLUCCS CODE	DESCRIPTION	ACREAGE
424D	Melaleuca, Disturbed	0.99 Ac.±
814	Roads and Highways	0.25 Ac.±
Total		1.24 Ac.±

FLUCCS Code 424, Melaleuca, Disturbed

Almost the entire parcel consists of a canopy that is dominated by melaleuca (*Melaleuca quinquenervia*) and earleaf acacia (*Acacia auriculiformis*) trees. Other vegetation includes live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), Brazilian pepper (*Schinus terebinthifolius*), swamp fern (*Blechnum serrulatum*), saw palmetto (*Serenoa repens*), greenbrier (*Smilax sp.*), grape vine (*Vitis sp.*), carrotwood (*Cupaniopsis anacardioides*), Caesar weed (*Urena lobata*), and downy rose myrtle (*Rhodomyrtus tomentosa*).

FLUCCS Code 814, Roads and Highways

This access road borders the property to the east and connects to South Tamiami Trail. The road shoulder is included in this association and includes the following vegetation; foxtail grass (*Setaria sp.*), smutgrass (*Sporobolus indicus*), Bahia grass (*Paspalum notatum*), cabbage palm, guinea grass (*Panicum maximum*), southern sida (*Sida acuta*),

Spanish needles (*Bidens alba*), Caesar weed, fingergrass (*Eustachys petraea*), Florida pusley (*Richardia scabra*), and St. Augustine grass (*Stenotaphrum secundatum*).

SURVEY METHOD

Lee County Protected Species Ordinance No. 89-34, which has been adopted by the City of Bonita Springs via LDC Section 3-455, lists several protected species of animals that could potentially occur on-site based on the general vegetative associations found within the project limits. Each habitat type was surveyed for the occurrence of these and any other listed species likely to occur in the specific habitat types. The survey was conducted using meandering linear pedestrian belt transects. This survey methodology is based on the Lee County administratively approved Meandering Transect Methodology. As part of this survey all live trees and snags were inspected for the evidence of cavities that could potentially be used as roosts by the Florida bonneted bat (*Eumops floridanus*). In order to provide at least 80 percent visual coverage of habitat types listed in Ordinance No. 89-34, the transects were spaced approximately 50 feet apart based on visibility. The approximate locations of all direct sighting or signs (such as tracks, nests, and droppings) of a listed species were denoted on the aerial photography. The 1" = 120' scale aerial Protected Species Assessment map (Figure 1) depicts the approximate location of the survey transects and the results of the survey. The listed species survey was conducted during the morning hours of September 10, 2024. During the survey the weather was warm and sunny.

Species listed as endangered, threatened, or species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) or the United States Fish and Wildlife Service (FWS) that could potentially occur on the subject parcel according to the Lee County Protected Species Ordinance are shown in Table 2. This list from the Lee County Protected Species Ordinance is general in nature, contains species that were subsequently delisted by the state, does not necessarily reflect existing conditions within or adjacent to the 1.24± acre property, and is provided for general informational purposes only. The bald eagle (*Haliaeetus leucocephalus*) (which has been delisted by the FWC and FWS but is still protected by other regulations), the Florida black bear (*Ursus americanus floridanus*) (delisted in 2012 and still protected by the Florida Black Bear Management Plan), and the Florida bonneted bat (*Eumops floridanus*) (which was listed by the FWS after Ordinance No. 89-34 was adopted by Lee County) were also included in the survey.

Prior to conducting the protected species survey, a search of the FWC listed species database (updated in June 2024) was conducted to determine the known occurrence of listed species in the project area. This search revealed no known protected species occurring on or immediately adjacent to the site.

Table 2. Listed Species That Could Potentially Occur On-site

FLUCCS CODE	Percent Survey Coverage	Species Name	Present	Absent
424	80	None		
814	80	None		

SURVEY RESULTS

No species listed by either the FWS or the FWC were observed on the site during the protected species survey. In addition to the site inspection, a search of the FWC species database (updated in June 2024) revealed no known protected species within or immediately adjacent to the project limits.

Florida Bonneted Bat

One (1) dead tree (snag) containing potential cavity entrances was identified (Figure 1). This snag contained cavities of sufficient size and depth to potentially be used as a roost by either bats or birds. No evidence of bat utilization (bat vocalization/chatter from within the potential cavities or guano on or around the snags) was observed. No live trees with cavities or artificial structures were observed on-site.

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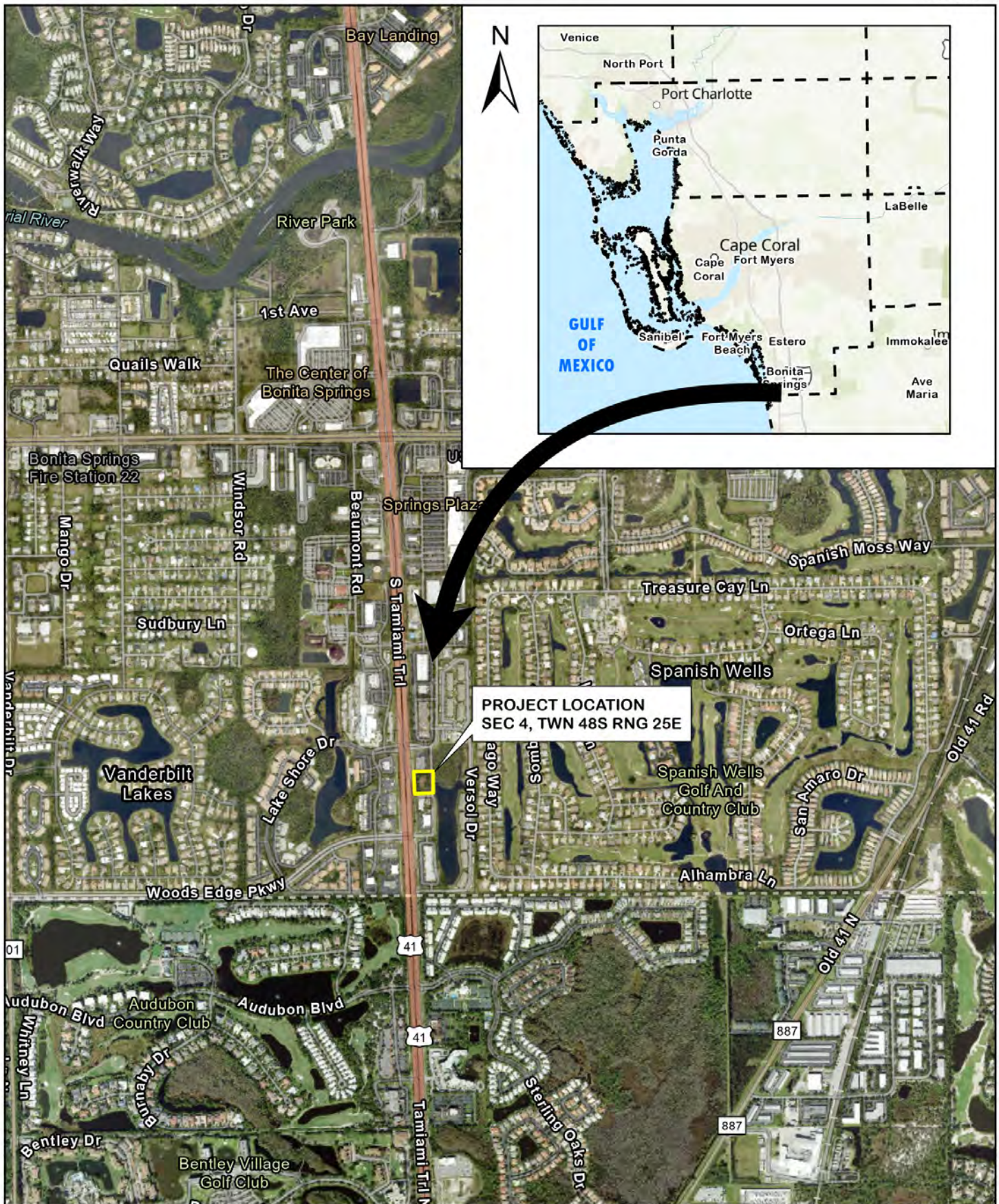


Figure 1. Project Location Map

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007

US41 Car Wash



NOTES:

1. For conceptual planning purposes.
2. Property boundary is Surveyed and was obtained from Grady Minor, June 2022.
3. Mapping is based on photo interpretation of 2022 aerial photography and ground truthing in July 2022.
4. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

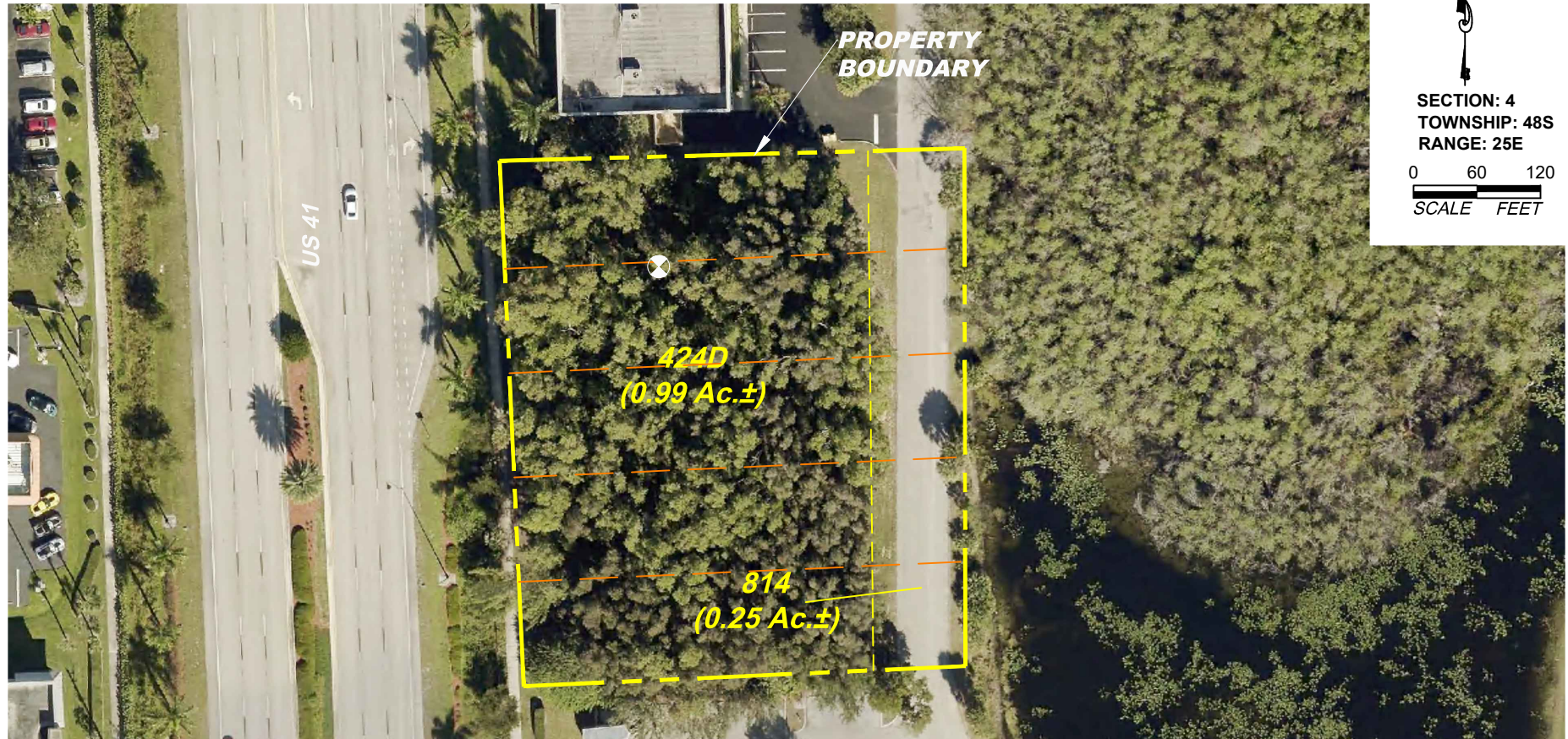
FLUCCS	Description	Acreage
424D	Melaleuca, Disturbed	0.99 Ac.±
814	Road	0.25 Ac.±
Total		1.24 Ac.±

24-091

Figure 2. Vegetation Map

OWEN ENVIRONMENTAL
CONSULTING, LLC.
FORT MYERS 239-994-9007

US41 Car Wash



SECTION: 4
TOWNSHIP: 48S
RANGE: 25E
0 60 120
SCALE FEET

- Approximate Pedestrian Survey Transects
- ⊗ Potential FBB Cavity Snag (1)

NOTES:

1. For conceptual planning purposes.
2. Property boundary is Surveyed and was obtained from Grady Minor, June 2022.
3. Mapping is based on photo interpretation of 2022 aerial photography and ground truthing in September 2024.
4. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

FLUCCS	Description	Acreage
424D	Melaleuca, Disturbed	0.99 Ac.±
814	Road	0.25 Ac.±
Total		1.24 Ac.±

24-091

Figure 3. Protected Species Survey Map

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007



September 12, 2024

Mike Deck
Sunshine Clean, LLC
2316 S. US 421
Zionsville, IN 46077

Re: 28731 S. Tamiami Trail Re LLC Parcel
Heritage Tree Survey

Dear Mr. Deck:

Owen Environmental Consulting ecologists conducted a Heritage Tree Survey to the standards of the City of Bonita Springs Code of Ordinances on September 10, 2024. No trees were observed that met the City's definition of a Heritage Tree.

Please let me know if you have any questions.

Sincerely,

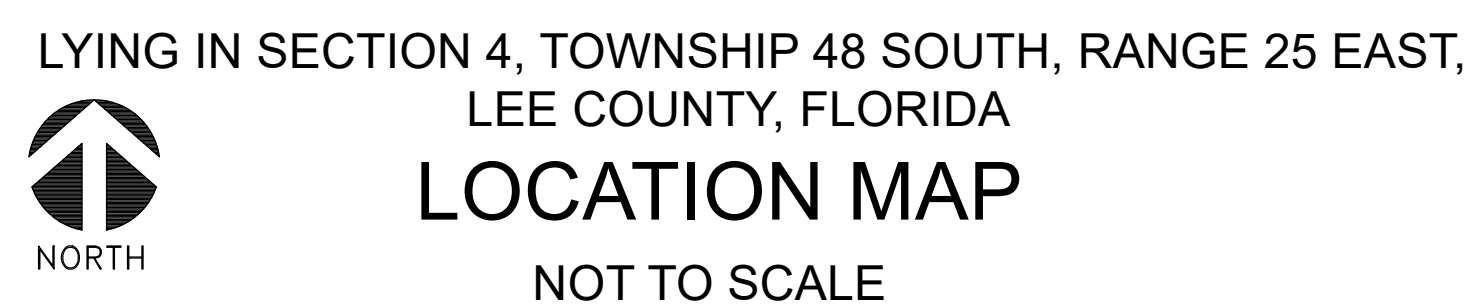
Owen Environmental Consulting, LLC

Paul K. Owen, M.S., P.W.S.
President/Principal Ecologist

28731 SOUTH TAMiami TRAIL
BONITA SPRINGS, FLORIDA 34135

1. • = FOUND 5/8" IRON PIN AS NOTED.
2. BEARINGS BASED ON A GRID BEARING OF N02°10'40"W ON THE EAST RIGHT OF WAY LINE
OF U.S. 41 / SOUTH TAMiami TRAIL.
3. DESCRIBED PROPERTY LIES IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL NO. 120680 MAP NO. 12071C 0658G DATED NOVEMBER 17, 2022.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
5. ELEVATIONS AND DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY IS CERTIFIED TO THE DATE OF THE FIELD SURVEY, NOT THE DATE OF SIGNATURE.
7. TITLE COMMITMENT NO. 24069901, SUPPLIED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 2024, WAS REVIEWED BY THE UNDERSIGNED SURVEYOR. THE FOLLOWING ITEMS CORRESPOND WITH SCHEDULE B-II OF THE ABOVE DESCRIBED COMMITMENT.

7. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF HIDDEN LAKE AT BONITA, RECORDED IN PLAT BOOK 70 PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, INCLUDING (A) 40 FOOT INGRESS/EGRESS EASEMENT, LAKE MAINTENANCE EASEMENT AND DRAINAGE EASEMENT ALONG THE EASTERLY BOUNDARY LINE (B) 20 FOOT UTILITY EASEMENT ALONG THE WESTERLY BOUNDARY LINE. (PLOTTED HERON)
8. ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 942 PAGE 42, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (R.O.W. TAKING WAS PRIOR TO THE RECORDING OF THE SUBDIVISION PLAT)
9. NOTICE OF DEVELOPMENT ORDER APPROVAL RECORDED IN OFFICIAL RECORDS BOOK 3019, PAGE 2809, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (NON-PLOTTABLE)
10. UTILITY EASEMENT IN FAVOR OF BONITA SPRINGS UTILITIES, INC. DESCRIBED IN THAT CERTAIN UTILITY FACILITIES WARRANTY DEED IN FAVOR OF BONITA SPRINGS UTILITY, INC. RECORDED IN OFFICIAL RECORDS BOOK 3352, PAGE 4823, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (PLOTTED HEREON)
11. DEED OF CONSERVATION EASEMENT IN FAVOR OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3468, PAGE 2604, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (REFERENCED ON SURVEY, EASEMENT IS NOT LOCATED ON THE DESCRIBED PROPERTY)
12. GRANT OF UTILITY EASEMENT IN FAVOR OF BONITA SPRINGS UTILITIES, INC. RECORDED IN OFFICIAL RECORDS BOOK 3352, PAGE 4826, AS RE-RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 3959, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (PLOTTED HEREON)
13. MAINTENANCE AGREEMENT RECORDED IN ORI 201600037487 AND ORI 2016000052061, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (NON-PLOTTABLE)



A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 4, RUN S 89°42'55" W
ALONG THE SOUTH LINE OF SAID SECTION FOR 640.00 FEET TO AN
INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BONITA SPRINGS BY
PASS (STATE ROAD 45, (200 FEET WIDE)); THENCE RUN
N 02°30'19" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 1163.80 FEET
TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N 02°30'19"
W FOR 251.76 FEET;
THENCE RUN N 88°34'22" E FOR 222.43 FEET;
THENCE RUN S 0°00'16" W FOR 247.81 FEET;
THENCE RUN S 87°29'41" W FOR 211.54 FEET TO THE POINT OF BEGINNING.

AKA A PORTION OF LOT 1, TRACT J, HIDDEN LAKE AT BONITA, PLAT BOOK 70
PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CONTAINING 1.24 ACRES, MORE OR LESS

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF FLORIDA
CERTIFIES TO THE FOLLOWING:

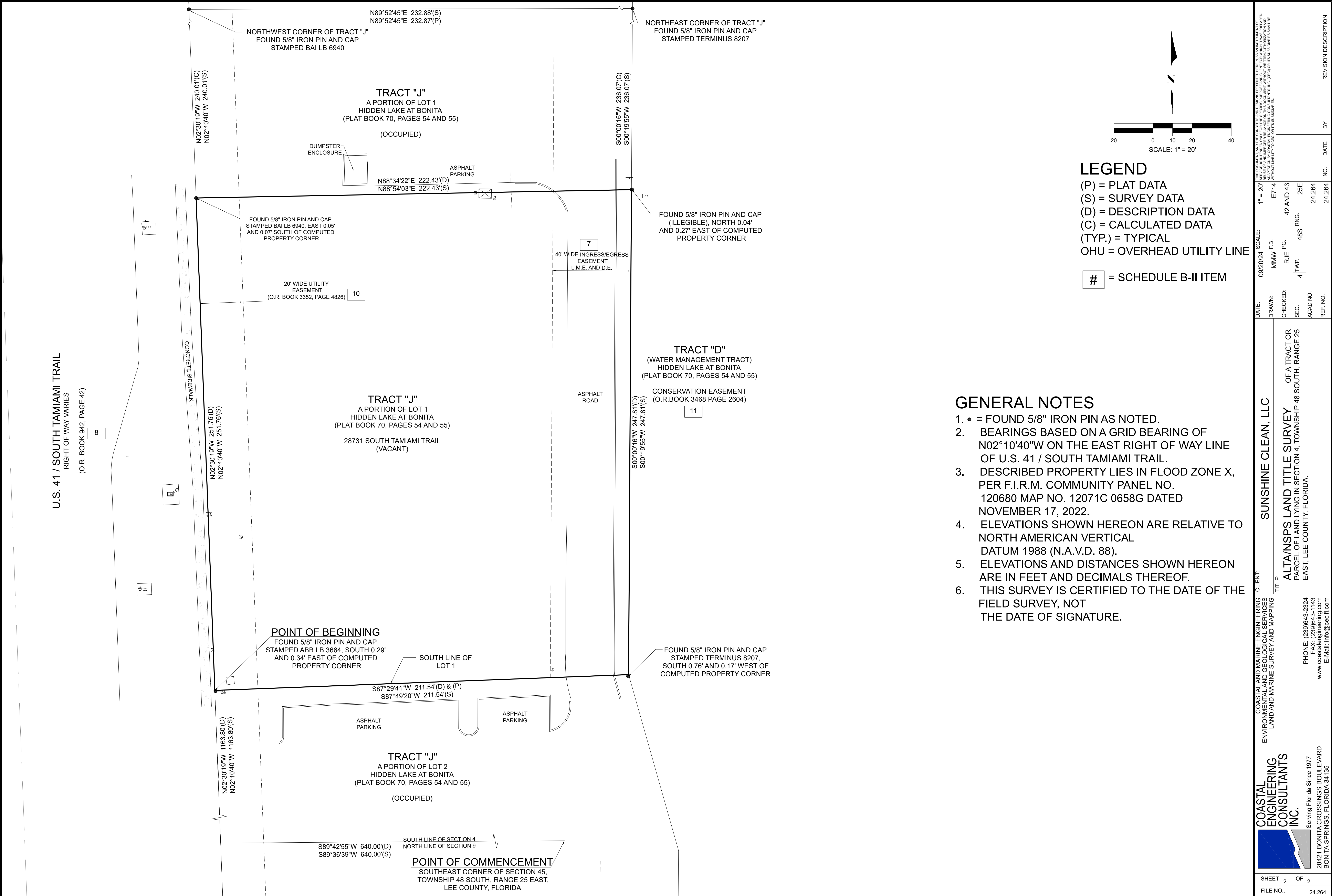
GPG REAL ESTATE HOLDINGS, LLC
COLEMAN, YOVANOVICH & KOESTER, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY

1. THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 8, 9, 11, 13, 14, 16, AND 20 OF TABLE A THEREOF.
2. THE SURVEY WAS MADE ON THE GROUND ON SEPTEMBER 4, 2024, AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, THE LOCATION OF UTILITIES OBSERVED OR SHOWN ON RECORD DOCUMENTS AS SERVING THE SUBJECT PROPERTY AND ANY OTHER MATTERS SITUATED ON THE SUBJECT PROPERTY.
3. THE LOCATION OF EACH EASEMENT, RIGHT OF WAY, SERVITUDE, AND OTHER MATTER AFFECTING THE SUBJECT PROPERTY AND LISTED IN THE TITLE INSURANCE COMMITMENT NO. 24069901, DATED SEPTEMBER 3, 2024, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES, TO THE EXTENT THAT SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN AND DESCRIBED ON THE SURVEY IS THE SAME PROPERTY DESCRIBED IN THAT TITLE COMMITMENT. THE LOCATION OF ALL IMPROVEMENTS ON THE SUBJECT PROPERTY IS IN ACCORD WITH MINIMUM SETBACK PROVISIONS AND RESTRICTIONS OF RECORD REFERENCED IN SUCH TITLE COMMITMENT.
4. THE SUBJECT PROPERTY SHOWN ON THE SURVEY LIES WITHIN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL NO. 120680 MAP NO. 12071C 0658G, DATED NOVEMBER 17, 2022.
5. ANY POTENTIAL ENCROACHMENTS ARE NOTED ON THE SURVEY.

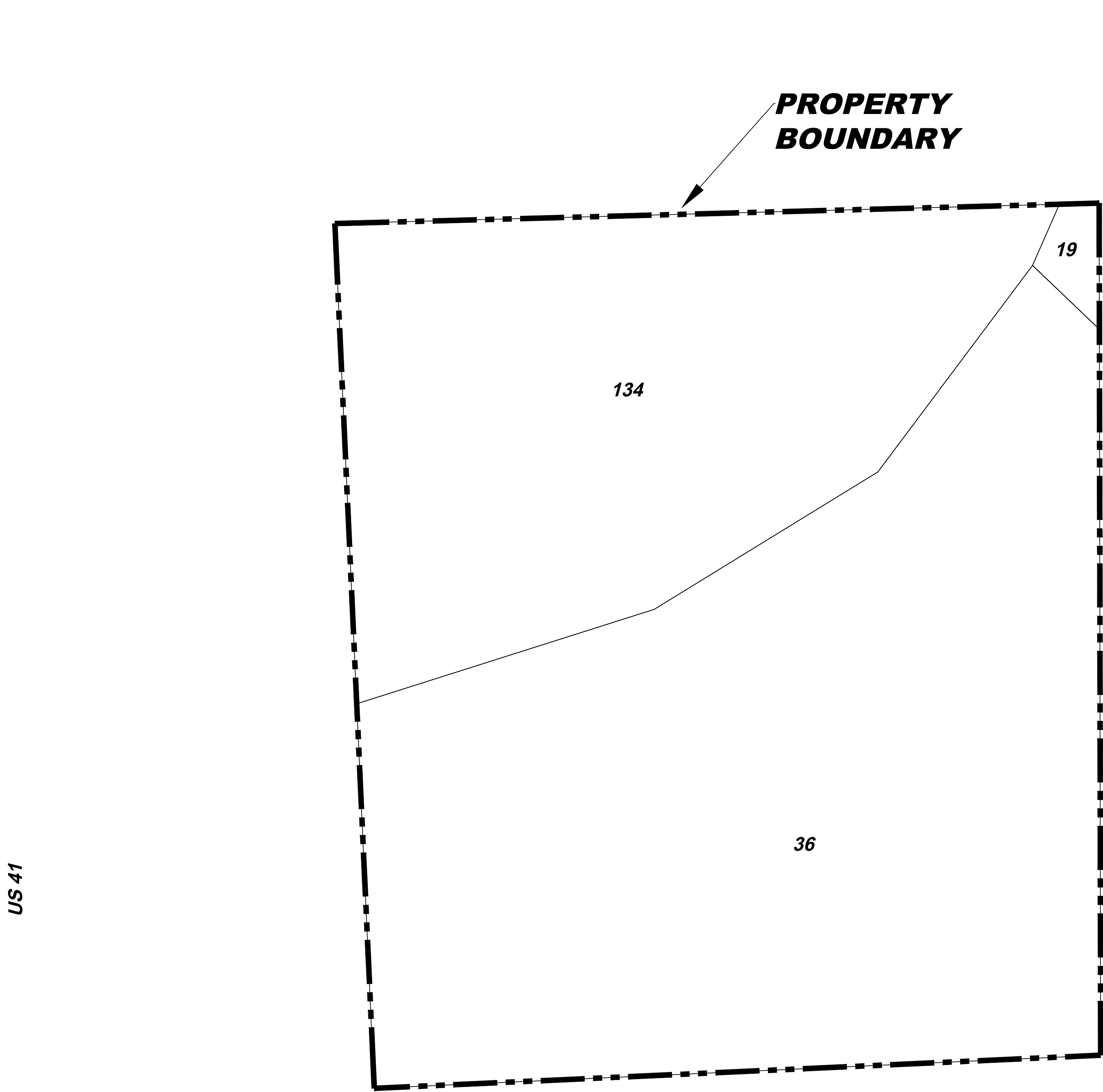
COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY: 09/04/2024
DATE OF SIGNATURE:

 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977	CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		CLIENT: TITLE:	SUNSHINE CLEAN, LLC ALTA/NSPS LAND TITLE SURVEY OF A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.	DATE: 09/20/04 SCALE: N/A	N/A	THIS DOCUMENT AND THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE THE PROPERTY OF CECI GROUP, INC. AND ARE NOT TO BE REPRODUCED, COPIED, REUSED, OR APPLIED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION AND REUSE OF AND IMPROPER RELIANCE ON THE DOCUMENT WITHOUT WRITTEN AUTHORIZATION SHALL BE A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ENGINEER.	
	PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceci.com				DRAWN: MMW F.B.	E714		
			CHECKED: RJE PG.	42 AND 43				
			SEC. 4 TWP.	48S	25E			
			ACAD NO.	24,264				
			REF. NO.					
					</			



US41 Car Wash



SECTION: 4
TOWNSHIP: 48S
RANGE: 25E

0 20 40
SCALE FEET

Soil ID	Description	Hydric
19	GATOR MUCK	YES
36	IMMOKALEE SAND-URBAN LAND COMPLEX	NO
134	SATELLITE FINE SAND-URBAN LAND COMPLEX	NO



ALTA COMMITMENT FOR TITLE INSURANCE with FLORIDA MODIFICATIONS

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

Woods, Weidenmiller, Michetti & Rudnick, LLP
9045 Strada Stell Court, 4th Floor
Naples, FL 34109
Phone: 239-325-4070

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

C. Monroe

President

Attest

David Wald

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Woods, Weidenmiller, Michetti & Rudnick, LLP
Issuing Office: 9045 Strada Stell Court, 4th Floor
Naples, FL 34109

Loan ID Number:
Commitment Number: 24069901 PW
Your File No.: 31487-001
Property Address: 28731 S Tamiami Trail
Bonita Springs, FL 34135

Old Republic National Title Insurance Company
2590 NorthBrooke Plaza Drive #305
Naples, Florida 34119

**SCHEDULE A
COMMITMENT**

1. Commitment Effective Date: September 3, 2024 at 8:00am
2. Policy to be issued:
 - (a) 2021 ALTA OWNER'S POLICY
(with Florida Modifications)
Proposed Insured:

MCRV Enterprises, LLC a Florida limited liability company

Proposed Policy Amount:
\$1,900,000.00
 - (b) 2021 ALTA LOAN POLICY
(with Florida Modifications)
Proposed Insured:

Stock Yards Bank and Trust Co, its successors and/or assigns as their interests may appear

Proposed Policy Amount:
\$1,117,500.00
3. The estate or interest in the Land described at the Commitment Date is Fee Simple.
4. The Title is, at the Commitment Date, vested in: **28731 S Tamiami Trail RE LLC a Delaware limited liability company**, and as disclosed in the Public Records, has been since May 31, 2022

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. The Land is described as follows:

A parcel of land lying in Section 4, Township 48 South, Range 25 East, Lee County, Florida, described as follows:

From the southeast corner of said Section 4, run South 89°42'55" West along the south line of said Section 4 for 640.00 feet to an intersection with the east right of way line of Bonita Springs Bypass (State Road 45, 200 feet wide); thence run North 02°30'19" West along said easterly right of way line for 1163.80 feet to the Point of Beginning:

thence continue along said easterly right of way line North 02°30'19" West for 251.76 feet;

thence run North 88°34'22" East for 222.43 feet;

thence run South 00°00'16" West for 247.81 feet;

thence run South 87°29'41" West for 211.54 feet to the Point of Beginning.

AKA a portion of Lot 1, Tract J, Hidden Lake at Bonita, Plat Book 70 Page 54, public records of Lee County, Florida.

Issued through the Office of:
Woods, Weidenmiller, Michetti & Rudnick, LLP
9045 Strada Stell Court, 4th Floor
Naples, FL 34109
Phone: 239-325-4070



Authorized Signature

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B - I COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from 28731 S Tamiami Trail RE LLC a Delaware limited liability company, to the proposed insured.
6. Mortgage from MCRV Enterprises, LLC a Florida limited liability company to the proposed insured mortgagee.
7. Satisfaction of the mortgage from 28731 S Tamiami Trail RE LLC a Delaware limited liability company to TE Lenders in the amount of \$1,225,000 recorded May 31, 2022 in ORI 2022000180556.
8. Termination (or release as to the subject property) of the UCC-1 Financing Statement recorded in ORI 2022000180557.
9. The agent must
 - (1) Determine that 28731 S Tamiami Trail RE LLC and MCRV Enterprises, LLC are in good standing in the state of their formation; and
 - (2) Establish that the person(s) executing the deed or mortgage to be issued are authorized by law to execute said instruments on behalf of the company.
 - (3) If any managing member is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time, and proof of authority to execute documents on behalf of the legal or commercial entity.
 - (4) Obtain an affidavit from authorized signatory on behalf of said limited liability company should be recorded stating that A) The member/manager executing the deed or mortgage is authorized under the articles of organization and operating agreement, or Statement of Authority (if Florida LLC), and all necessary consents obtained; (B) The LLC has not been dissolved; (C) The LLC, nor any of its members are currently debtors to any bankruptcy proceedings and (D) All members/managers of the LLC are identified.
10. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

11. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that the Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

Note: Taxes for the year 2024 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2023 in the amount of \$14,270.34 are paid. Tax ID Number 04-48-25-B3-0140J.001A.

12. Completed IRS Currency Transaction Report (CTR) or proof that the subject transaction is exempt from FinCEN Geographic Targeting Order dated May 10, 2020. **The issuing agent may remove this requirement for the transaction if title is taken in the name(s) of a natural person or if this transaction is a financed acquisition by a bank loan or other similar form of institutional financing.** Within 30 days of the closing date, the issuing agent shall electronically file the CTR in the Department of Treasury BSA E-Filing System portal at <<<https://bsaefiling.fincen.treas.gov>>> and submit a copy of the CTR along with confirmation of its filing to Old Republic Title at FloridaLegal@OldRepublicTitle.com <<<mailto:FloridaLegal@OldRepublicTitle.com>>>. Note: **This requirement only relates to residential transactions in Miami-Dade, Broward, Palm Beach, Hillsborough, Pasco, Pinellas, Manatee, Sarasota, Charlotte, Lee and Collier Counties in the amount of \$300,000.00 or more.**

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Lee County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**SCHEDULE B - II
COMMITMENT**

Exceptions From Coverage

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of Hidden Lake at Bonita, recorded in Plat Book 70 Page 54, Public Records of Lee County, Florida, including (a) 40 foot ingress/egress easement, lake maintenance easement and drainage easement along the easterly boundary line (b) 20 foot utility easement along the westerly boundary line.
8. Order of taking recorded in Official Records Book 942 Page 42, Public Records of Lee County, Florida.
9. Notice of Development Order Approval recorded in Official Records Book 3019, Page 2809, of the Public Records of Lee County, Florida.
10. Utility Easement in favor of Bonita Springs Utilities, Inc. described in that certain Utility Facilities Warranty Deed in favor of Bonita Springs Utility, Inc. recorded in Official Records Book 3352, Page 4823, of the Public Records of Lee County, Florida.
11. Deed of Conservation Easement in favor of South Florida Water Management District recorded in Official Records Book 3468, Page 2604, of the Public Records of Lee County, Florida.
12. Grant of Utility Easement in favor of Bonita Springs Utilities, Inc. recorded in Official Records Book 3352, Page 4826, as re-recorded in Official Records Book 3861, Page 3959, both of the Public Records of Lee County, Florida.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

13. Maintenance Agreement recorded in ORI 201600037487 and ORI 2016000052061, Public Records of Lee County, Florida.
14. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

Note: Standard exceptions 2 through 5 will be deleted upon receipt of a satisfactory survey and satisfactory owner's affidavit

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

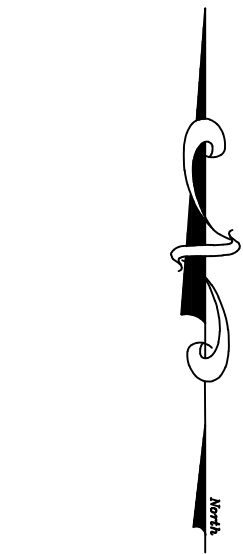
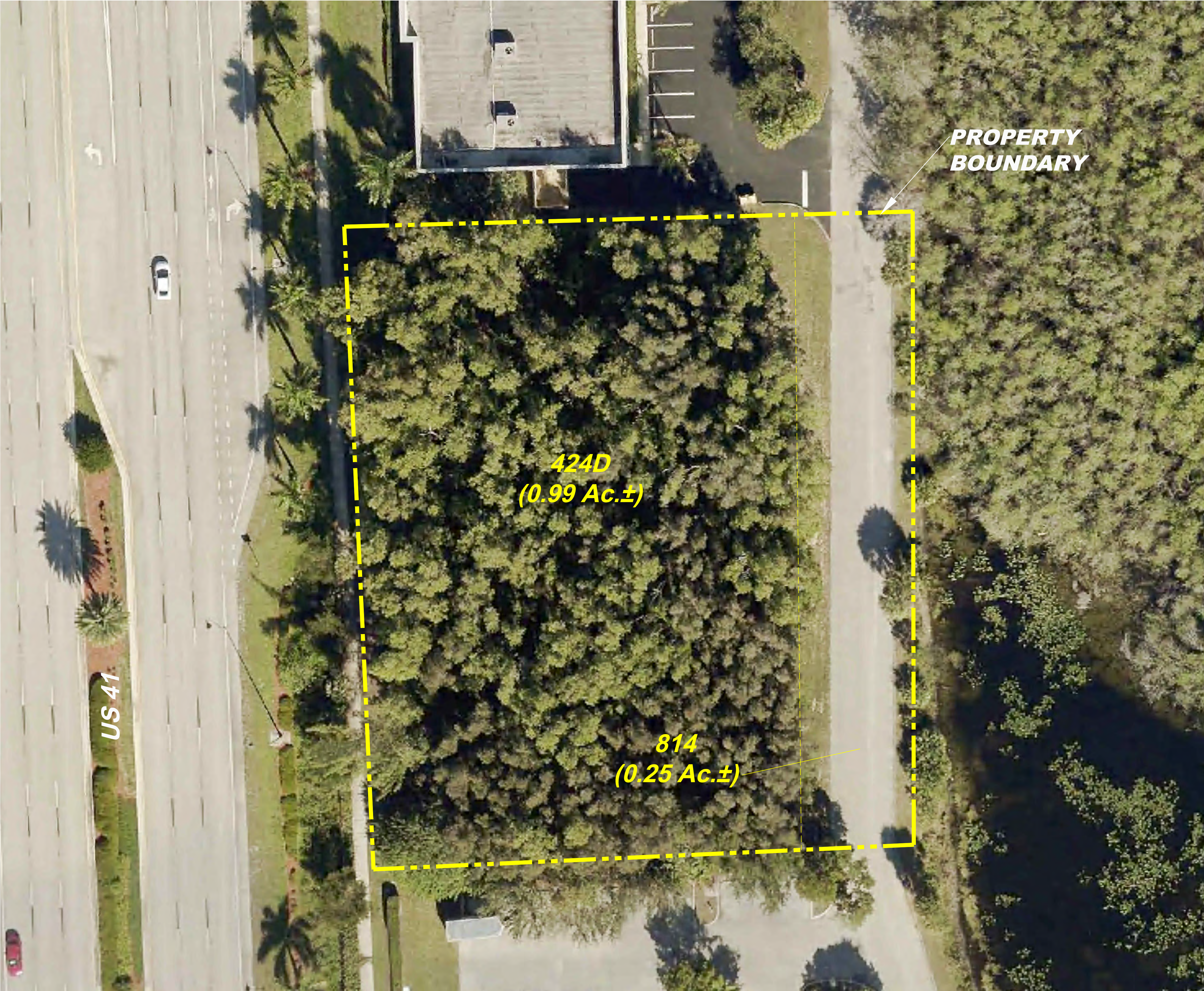
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

US41 Car Wash



SECTION: 4
TOWNSHIP: 48S
RANGE: 25E

0 20 40
SCALE FEET

FLUCCS	Description	Acreage
424D	Melaleuca, Disturbed	0.99 Ac.±
814	Road	0.25 Ac.±
Total		1.24 Ac.±

Notes:
1. For conceptual planning purposes.
2. Property boundary is Surveyed and was obtained from Grady Minor, June 2022.
3. Mapping is based on photo interpretation of 2022 aerial photography and ground truthing in July 2022.
4. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Tommy's Express Car Wash Special Exception Neighborhood Meeting

Tuesday, October 29, 2024, 5:30 p.m.

St. Leo Church

28290 Beaumont Road Bonita Springs, FL 34134
& Via Zoom (Virtual)

Sunshine Clean, LLC (Applicant) and their consultant team hosted a pre-application Neighborhood Meeting at the St. Leo Church, with an additional virtual option via the Zoom platform, at 5:30 p.m. on Tuesday, October 29, 2024. The meeting was held for the Special Exception application. Notices were sent to property owners listed in Exhibit "A" attached, and the meeting notice was published in the News-Press on October 3, 2024. The Affidavit of Publication is attached as Exhibit "B."

The list of participants is attached as Exhibit "C" and shows that approximately 4 attendees were present at the meeting, along with the consultant team, and no members of the public joined via Zoom. Patty Kulak (agent) welcomed attendees, introduced the project and consultant team, and presented a PowerPoint presentation, attached as Exhibit "D." The consultant team explained that the proposed development would include a car wash use. The Master Concept Plan was also displayed, and noise, vehicular access points, and stormwater management plans were discussed.

After the presentation, the Applicant opened the floor for attendees to ask questions and make comments. Comments and questions raised by attendees in person and via Zoom included:

1. **Question:** What is the timing of construction?

Response: There are various approvals needed prior to breaking ground, it will be at least a year until construction begins.

2. **Question:** How do people access the site, and will there be improvements to the US 41 Access Road?

Response: Access from US 41 to the US 41 Access Road is from either Wake Fern Road or Bonita Crossings Blvd. We do not have plans to alter the existing the US 41 Access Road at this time.

3. **Question:** How do car washes address water quality of wastewater treatment and recycling of water at car washes and stormwater treatment?

Response: Tommy's reuses each gallon of water a minimum of 3 times before it is discharged to the onsite retention area. All stormwater will be held on site until it is discharged to the stormwater pond located just east of the site.

There was also a discussion about the public hearing schedule and the Special Exception process, including multiple opportunities for public input. Following the discussion and public comments, the Applicant thanked the attendees and provided contact information. The meeting concluded at approximately 5:50 p.m.



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit A

Property Owners Listed

OwnerName	OwnerName2	MailAddress	MailAddress2	MailCity	MailState	MailZip	MailCountry
28500 BONITA CROSSING BLVD L P		210 SHIELDS CT		MARKHAM	ON	L3R 8V2	CANADA
CONNOLLY GEORGE L P & PAULA		56 GATESTONE DR		STONE	CRON	L8J 2T9	CANADA
DOVE JAMES A & BARBARA J		1535 HAIST ST UNIT 22		FONTHILL	ON	L0S 1E2	CANADA
MABRUCCO VITO		9 RIGGS CT		RICHMONT	ON	L4C 9N7	CANADA
MCLEOD KENNETH TR		464 FAIRWAY RD		WOODSTOCK	ON	N4T 0E7	CANADA
PALMER SUSAN		19 EQUESTRIAN CT		BRANTFORD	ON	N3P 1H1	CANADA
WALLACE RANDEE +		6636 TALBOT TRAIL		MERLIN	ON	N0P 1W0	CANADA
HEBER STEFANIA		BAEDERWIESEN 45		LUDWIGSBURG		71640	GERMANY
17801 SE 109 LLC		6180 NW 63RD WAY		PARKLAND	FL	33067	
28731 S TAMIAMI TRAIL RE LLC	TE WASH HOLDINGS LLC	1170 PITTSFORD VICTOR RD	STE 260	PITTSFORD	NY	14534	
ACKERMAN MARIE M		28700 TRAILS EDGE BLVD # 205		BONITA	SP FL	34134	
ALLRHOMES II LLC		11651 DEAN ST		BONITA	SP FL	34135	
ARRIGO JOHN C & SUSAN J		28444 DEL LAGO WAY		BONITA	SP FL	34135	
B + V PROPERTIES LLC		4600 EAST TAMIAMI TRAIL		NAPLES	FL	34112	
BERMUDEZ LEONARDO TORRES		4302 13TH ST W		LEHIGH AC	FL	33971	
BILL SMITH INC		PO BOX 1850		FORT MYER	FL	33902	
BOLLING RUSSELL A JR &		28546 SICILY LOOP		BONITA	SP FL	34135	
BONITA DINER LLC		5051 CASTELLO DR STE 222		NAPLES	FL	34103	
BONITA I LLC	FIVE DIAMONDS PROP MGMT INC	1250 TAMIAMI TRL N STE 307		NAPLES	FL	34102	
BREYER JULIUS T TR		28475 DEL LAGO WAY		BONITA	SP FL	34135	
BT + ST ENTERPRISES LLC		28951 TRAILS EDGE BLVD		BONITA	SP FL	34134	
CARLSLE CONDOMINIUM ASSN INC	SWFL CAM SERVICES	10231 METRO PKWY # 204		FORT MYER	FL	33966	
CARSON BRUCE C & MARY BETH		28463 DEL LAGO WAY		BONITA	SP FL	34135	
CHAN ALBERT & TERESA		19711 58TH AVE		FRESH MEADOWS	NY	11365	
CHCT FLORIDA LLC	PROPERTY VALUATION SERVICES	14400 METCALF AVE		OVERLAND	KS	66223	
CHRIST PETE S TR		16379 BONITA LANDING CIR		BONITA	SP FL	34135	
CIOFFI LAURA M		3 JOHNSON ST		OLD BRIDGE	NJ	8857	
CITY OF BONITA SPRINGS		9101 BONITA BEACH RD		BONITA	SP FL	34135	
CLINKENBEARD DAVID &		28700 TRAILS EDGE BLVD #606		BONITA	SP FL	34134	
COMANDINI ELAINE		28700 TRAILS EDGE BLVD #304		BONITA	SP FL	34134	
CUNHA FAMILY TRUST +		28424 DEL LAGO WAY		BONITA	SP FL	34135	
DAMICO MICHAEL A +		66 GARDEN CIR		CARIBOU	ME	4736	
DARDY WILLIAM A TR		14082 TIVOLI TER		BONITA	SP FL	34135	
DAVINCI LAND LLC		28901 TRAILS EDGE BLVD STE 206		BONITA	SP FL	34134	
DEVOE FAMILY LP		4100 TAMIAMI TRL N		NAPLES	FL	34103	
DIAMOND RIDGE CENTER	WELSH COMPANIES FL INC	2950 TAMIAMI TRL N		NAPLES	FL	34103	
DIAMOND RIDGE PROPERTIES	ALLIANT PROPERTY MANAGEMENT	13831 VECTOR AVE		FORT MYER	FL	33907	
DIAMOND RIDGE PROPERTIES	PROPERTY OWNERS ASSN	201 MUIRFIELD CIR		NAPLES	FL	34113	
DIAS-POSADAS SILVANA		28468 DEL LAGO WAY		BONITA	SP FL	34135	
EE PROPERTIES BONITA LLC		11983 TAMIAMI TRAIL N STE 156		NAPLES	FL	34110	
ERNER JAMES M & BRENDA K		28431 DEL LAGO WAY		BONITA	SP FL	34135	
ERNST FRAUKE		28471 DEL LAGO WAY		BONITA	SP FL	34135	

EVENSON PHILLIP JON &		28750 TRAILS EDGE BLVD APT 603	BONITA SP FL	34134
FARRELL EDWARD V & LEESA		704 N	ARLINGTON IL	60004
FIOCATI ANGELA &		28750 TRAILS EDGE BLVD #302	BONITA SP FL	34134
FORTY ONE SOUTH PROPERTY OWNER		460 VIRGINIA AVE	INDIANAPOLIS IN	46203
FRATTALLONE SYLVIA JEAN L/E		6300 FULTON ST E	ADA MI	49301
FRYE JAMES L & TRACY LYNN		15123 HAWTHORNE LANE	LAKESIDE MI	49116
GARDNER EDWARD L & JUDITH A		28750 TRAILS EDGE BLVD #202	BONITA SP FL	34134
GERACHSHENKO SVETLANA		17W201 HILLSIDE LANE	WILLOWBROOK IL	60527
GREUTERT ALBERTA L		28423 DEL LAGO WY	BONITA SP FL	34135
GULF COAST PLAZA LLC	FINANCE DEPT	26501 S TAMiami TRL	BONITA SP FL	34134
HALL C L TR		28460 DEL LAGO WAY	BONITA SP FL	34135
HARRISON ALAN J & SHERRY L		1010 SPANISH MOSS TRL	NAPLES FL	34108
HARTSHORN THOMAS R &		28700 TRAILS EDGE BLVD #301	BONITA SP FL	34134
HIDDEN LAKES AT BONITA SPRINGS	DARYL L STAIR	10440 GOLDEN EAGLE CT	PLANTATION FL	33324
HIERTA ULLA H		28750 TRAILS EDGE BLVD # 506	BONITA SP FL	34134
HILLIARD ROBERT I &		28700 TRAILS EDGE BLVD #303	BONITA SP FL	34134
HINTON RALPH M TR +		272 OAKMONT DR	BELPRE OH	45714
ITS MY TURN LLC		28408 DEL LAGO WAY	BONITA SP FL	34135
JACKSON JOSEPH L & ELIZA		28447 DEL LAGO WAY	BONITA SP FL	34135
JANITZ TERRY W & DOROTHY		28443 DEL LAGO WAY	BONITA SP FL	34135
JOYCE JOHN F & VIRGINIA L		28427 DEL LAGO WAY	BONITA SP FL	34135
KENNEDY SHARON L		28700 TRAILS EDGE BLVD #206	BONITA SP FL	34134
KENNEDY-EDWARDS ROBERT E &		28488 DEL LAGO WAY	BONITA SP FL	34135
KOHRs ROBERT J & MARY CAROL		5951 CLUBHOUSE POINTE DR	MEDINA OH	44256
KOZIAK RAYMOND J & BONNIE R		3411 DURR DR	ALQUIPPA PA	15001
KUMAR NARENDRA R +		3 E GROVE CT	FREELAND MI	48623
LAGO CANDO LLC		8951 BONITA BEACH RD #525-356	BONITA SP FL	34135
LASKER SETH S & STACI L		440 MILLS POINT RD	COLCHESTER VT	5446
LAURITA SHERYL ANN +		28700 TRAILS EDGE BLVD #402	BONITA SP FL	34134
LAVALLEE PAUL & KATJA		28483 DEL LAGO WAY	BONITA SP FL	34135
LEAR GREGORY E TR		28750 TRAILS EDGE BLVD #604	BONITA SP FL	34134
LEE ROBERT		13719 W LAUREL DR	LAKE FORE IL	60045
LI TAM HING & MO YUET WAH TR		28420 DEL LAGO WAY	BONITA SP FL	34135
LOUTH ROY W JR TR		28750 TRAILS EDGE BLVD #501	BONITA SP FL	34134
MARVIN L & MARGARET E WILLIS T		28492 DEL LAGO WAY	BONITA SP FL	34135
MASTERS LEWIS R JR &		8 MILLCREEK LN	MALVERN PA	19355
MAYLONE ROBERT R		747 CHARLES ST	ROCHESTER PA	15074
MB5 REAL ESTATE LLC	TOM MATTER	40528 US HIGHWAY 19 N	TARPON SPRING FL	34689
MCBRIDE MICHAEL J JR &		28750 TRAILS EDGE BLVD #401	BONITA SP FL	34134
MCCLOY VICKIE LYNN L/E		28700 TRAILS EDGE BLVD #602	BONITA SP FL	34134
MCKINNON JAMES		28750 TRAILS EDGE BLVD	BONITA SP FL	34134
MILLER JOHN C II &		28448 DEL LAGO WAY	BONITA SP FL	34135
MONDRY JOSEPH H & KATHRYN M		28456 DEL LAGO WAY	BONITA SP FL	34135

MURPHY NEELY A & DAVID		28476 DEL LAGO WAY	BONITA SP FL	34135
NUNN MARCIA J TR		28416 DEL LAGO WAY	BONITA SP FL	34135
OLSEN RACHEL ELIZABETH		28700 TRAILS EDGE BLVD 401	BONITA SP FL	34134
OUVERSON TIMOTHY & MARISA		28480 DEL LAGO WAY	BONITA SP FL	34135
PAUL JOHN R +		28479 DEL LAGO WAY	BONITA SP FL	34135
PEREIRA LUIS		144 STOKESAY CASTLE LN	READING PA	19606
PERUSKI LISA KAY TR		28435 DEL LAGO WAY	BONITA SP FL	34135
PHELAN FAMILIES LLC		1061 COLLIER CENTER WAY	NAPLES FL	34110
POLAND JOHN G & PATRICIA R		14055 E LARAMINE CT	CRESTWOC IL	60418
RAVINDRAN B GEETHA		3761 WHITE TRILLIUM	SAGINAW MI	48603
SANDLER DANIEL PAUL &		338 WAVERLY ST	BELMONT MA	2478
SARRAF LISA		28700 TRAILS EDGE BLVD #502	BONITA SP FL	34134
SCARBOROUGH THOMAS D TR		4717 STUART GLEN DR	NASHVILLE TN	37215
SCHRECK COLIN +		28750 TRAILS EDGE BLVD #206	BONITA SP FL	34134
SCHULZ RONALD P		200 HATCHERY RD	GANSEVOC NY	12831
SEYMOUR JUDITH A TR		28459 DEL LAGO WAY	BONITA SP FL	34135
SILVA HELIODORO C & MARIA F TR		28700 TRAILS EDGE BLVD #204	BONITA SP FL	34134
SLATE SHARON M		28440 DEL LAGO WAY	BONITA SP FL	34135
SMITH STUART		28750 TRAILS EDGE BLVD #502	BONITA SP FL	34134
SMOLINSKI JOSEPH J &		11144 BOYER CT	MOKENA IL	60448
SPANISH WELLS COMMUNITY	ASSN INC	9801 TREASURE CAY LN	BONITA SP FL	34135
SPANISH WELLS COMMUNITY ASSOCI	SPANISH WELLS COMM ASSOC INC	9821 TREASURE CAY	BONITA SP FL	34135
SPIRIT MASTER FUNDING VII LLC		2270 COLONIAL BLVD	FORT MYER FL	33907
SUNRISE AT THE OAK LLC		28439 DEL LAGO WAY	BONITA SP FL	34135
SUNRISE AT THE PALMS PROPERTY		28467 DEL LAGO WAY	BONITA SP FL	34135
SY LAND LLC	SYLAND LAND LLC	15100 TATENSHALL TER	SW RANCH FL	33331
TALBERT BARRY E TR		28700 TRAILS EDGE BLVD #203	BONITA SP FL	34134
TATARIAN GERALD +		28455 DEL LAGO WAY	BONITA SP FL	34135
THOMAS NORMAN R TR		1595 HAZELWOOD CT W	GREENWO IN	46143
TOP OF THE HILL LLC	LEONARD GOLDSTEIN	PO BOX 341	NIANTIC CT	6357
UHL EDGAR A & SHARON H		28419 DEL LAGO WAY	BONITA SP FL	34135
UNTON THEODORE F TR		28750 TRAILS EDGE BLVD #602	BONITA SP FL	34134
VAN TASSELL DONALD & MARCIA		28464 DEL LAGO WAY	BONITA SP FL	34135
VERSOL DRIVE OWNER LLC		733 THIRD AVE 24TH FLR	NEW YORK NY	10017
VEUGELER JOAN M & RANDALL R TR		9 SHADOW CREEK CIR	PALOS HEIL IL	60463
WARAMAUG BONITA SPRINGS LLC		13101 PRESTON RD #110-1060	DALLAS TX	75240
WERHLE ALENA		28750 TRAILS EDGE BLVD #503	BONITA SP FL	34134
WHITE MAX S TR		6002 FOX HILL RD	PROSPECT KY	40059
WILHELM DIANNE M		28750 TRAILS EDGE BLVD #605	BONITA SP FL	34134
WIMMENAUER WILLIAM &		2163 CALEDONIAN CT	GREENWO IN	46143
WOODING LARRY R + NINA S		2805 DEVERON CIR	PEKIN IL	61554
ZETTLER LOUIS A TR		28700 TRAILS EDGE BLVD #603	BONITA SP FL	34134
ZOLKIEWICZ RONALD W TR		2722 MEDALLIST LN	NAPLES FL	34109



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit B

Affidavit of Publication

AFFIDAVIT OF PUBLICATION

ATTN: Alexis Crespo
RVI Planning, Inc
28100 Bonita Grande DR
STE 305
Bonita Springs FL 34135-6219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

10/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/03/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$164.24

Tax Amount: \$0.00

Payment Cost: \$164.24

Order No: 10624331

of Copies:

Customer No: 1125689

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PO #: LSAR0168471

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

NICOLE JACOBS
Notary Public
State of Wisconsin

NOTICE OF PUBLIC INFORMATION MEETING

DATE: Tuesday, October 29, 2024

TIME: 5:30 PM

ADDRESS: St. Leo the Great Catholic Church, 28290 Beaumont Road Bonita Springs, FL 34134.

In accordance with the requirements of the Lee County Lee Plan, the Applicant, Sunshine Clean, LLC, will be presenting information to the public on the following request:

A Special Exception proposing a car wash within the U.S 41 Overlay District. The property is located on the east side of U.S. 41 approximately 270 feet south of Bonita Crossings Boulevard in Section 04, Township 48 South, Range 25 East, Bonita Springs, Florida (STRAP Number 04-48-25-B3-0140J.001A).

The meeting will be held at 5:30 p.m. on Tuesday, October 29, 2024, at St. Leo the Great Catholic Church, 28290 Beaumont Road Bonita Springs, FL 34134.

Attending virtually is also available via Zoom. Please visit www.zoom.us, click on "Join A Meeting" and enter Meeting ID: 819 4798 1409 Password: 292972

For questions please contact:

RVi Planning + Landscape Architecture, Inc. c/o Patty Kulak
28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135
(239) 908-3408 OR PKulak@RViPlanning.com

October 3 2024

LSAR0168471



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit C

List of Participants

Neighborhood Information Meeting

Project: Tommy's Car Wash Special Exception

Date: 10/29/2024

r

Name	Address	Email	Phone Number
1. Cindy Evenson	28750 Trails Edge Blvd		
2. Phil Evenson	"		
3. Angie Fiocati	28750 Trails Edge Blvd		
4. Ted Fiocati	"		
5.			
6.			
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22.			
23.			
24.			



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit D

PowerPoint Presentation

TOMMY'S EXPRESS CAR WASH SPECIAL EXCEPTION



Pre-Submittal
Neighborhood Information Meeting
October 29, 2024

Applicant

- Mike Deck - Sunshine Clean, LLC
- Vince Ranieri – Sunshine Clean, LLC

Planner

- Patty Kulak - RVi Planning + Landscape Architecture

Engineer

- Michael Herrera, P.E. – Blueshore Engineering

Sound

- Brian Atkinson - ABD Engineering & Design



THE TEAM



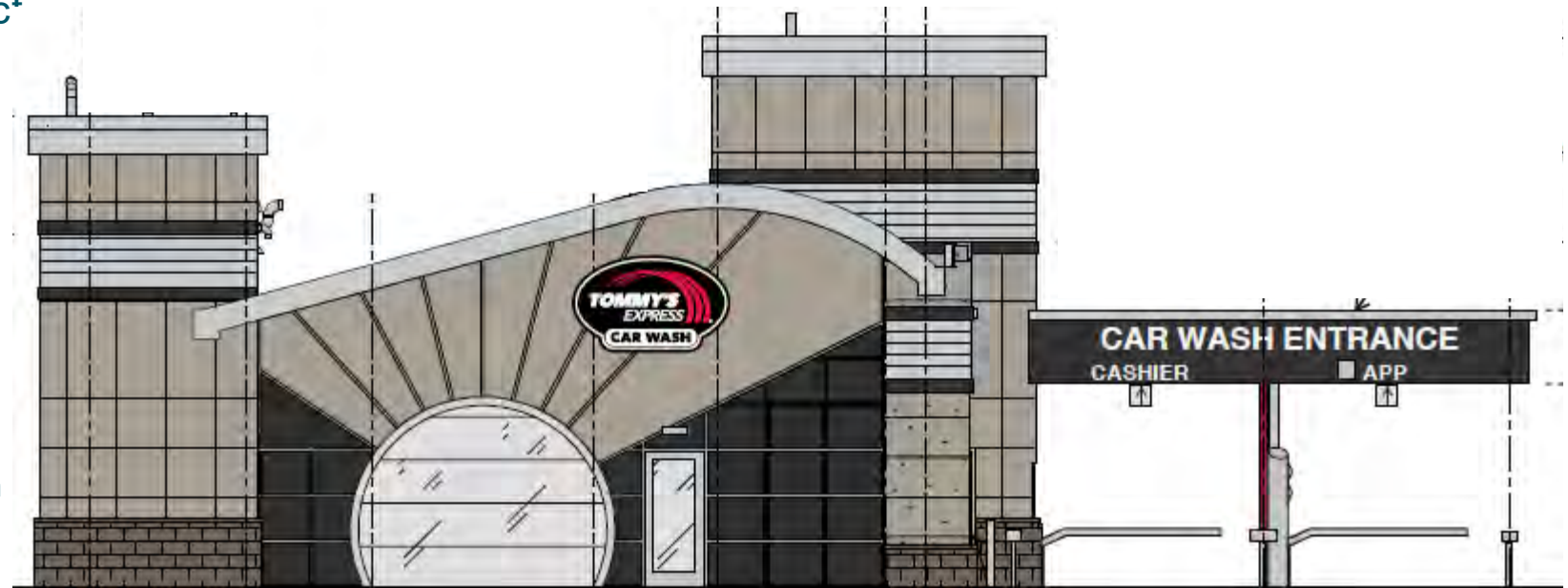
PROPERTY OVERVIEW

- **Address:** 28731 South Tamiami Trail
- **Acreage:** 1.24+/- Acre Site
- **Zoning District:** Community Commercial (CC)
- **Overlay District:** U.S.41
- **Access:** via US 41 Access Road



REQUEST

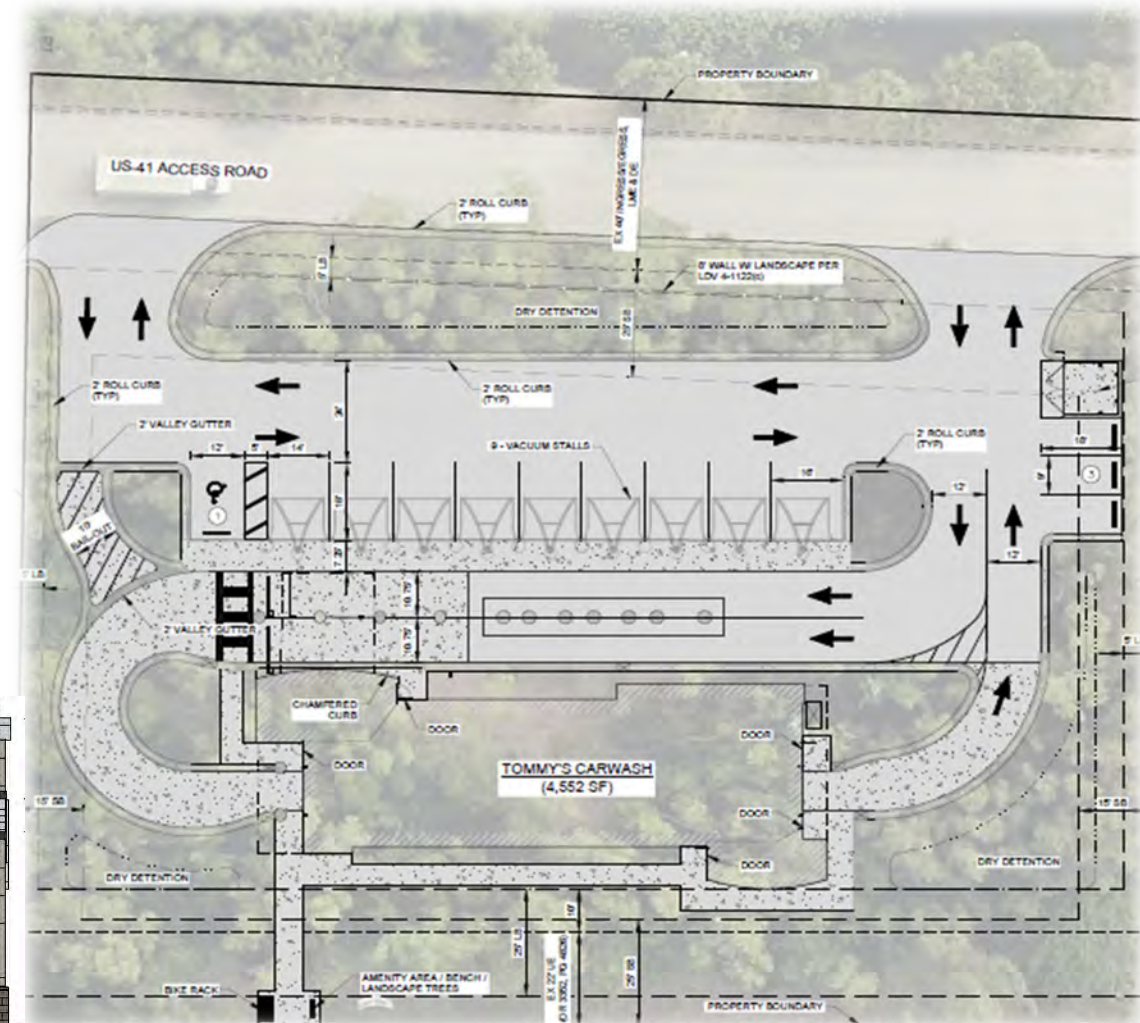
- Special Exception approval for car washes within U.S.41 Overlay District⁴
(Land Development Code §4-891)
- Additional Approval Criteria
- Considerations include:
 - Consistency with surroundings
 - Innovative design techniques
 - Market demand
 - Balance between auto-oriented design and pedestrian access
 - Minimal environmental effects



PROJECT OVERVIEW

- Commercial frontage on US 41
 - Site access via US 41 Access Road
- Double-lane payment queue
- Single Tube, Car Wash
- 9 partially covered vacuum stalls
- Hours of Operation
 - Open Daily, 7 a.m. - 8 p.m.

View from US 41



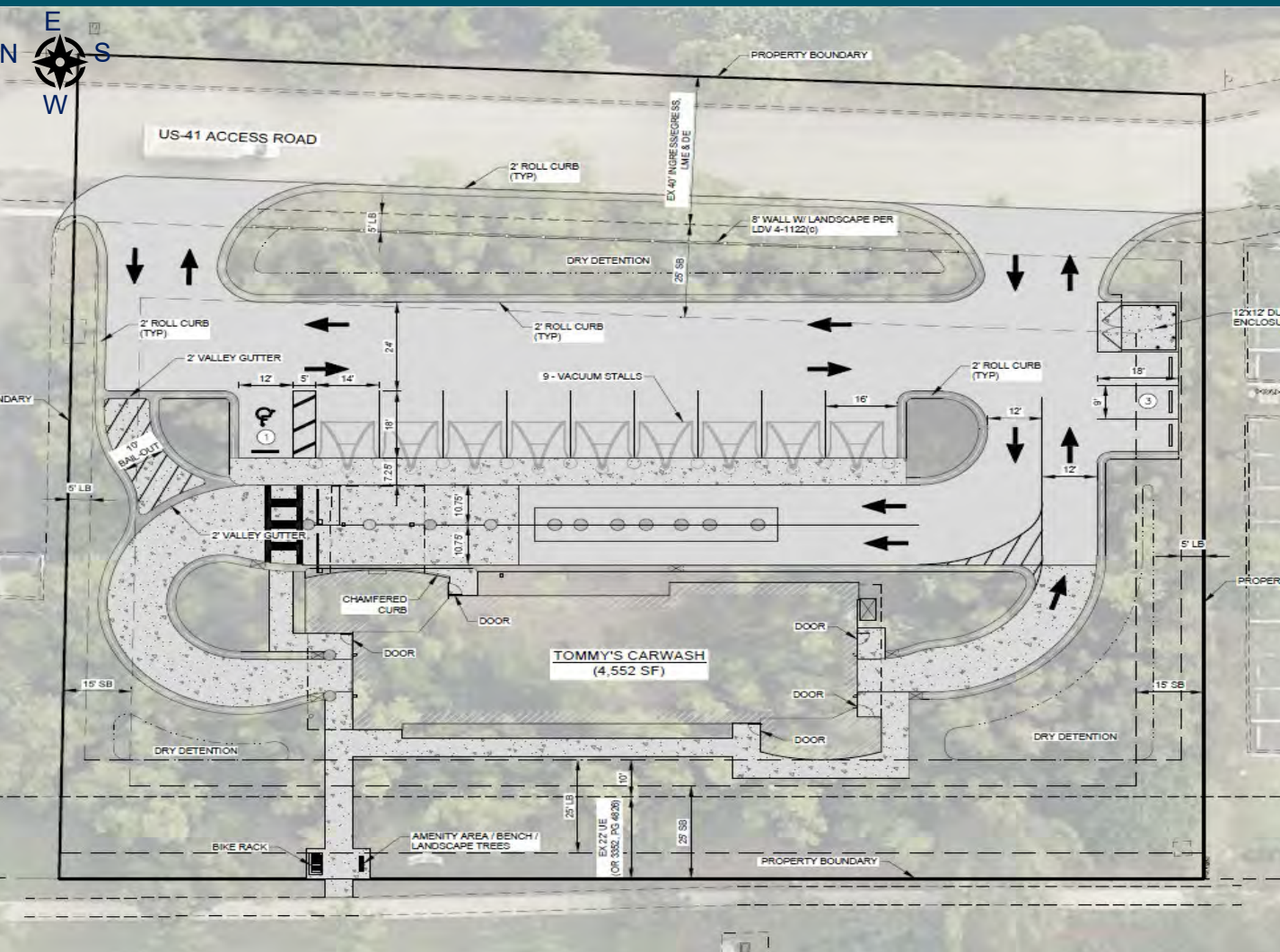
SOUND OVERVIEW

- Nearest Residential Unit is more than 250 feet away
- Conducted a comprehensive noise study in 2022
- Noise levels at the property boundary remain within acceptable limits
- Hours of Operation 7am – 8pm, daily
- An 8-foot concrete barrier will further reduce noise from the car wash
- Existing traffic noise is the largest contributor to overall sound levels

Tommy's promise is to ensure ongoing compliance with noise regulations



SETBACKS & BUFFERS



Setbacks:

- A 15-foot setback is maintained along the north and south property boundaries
- A 25-foot setback is maintained along the east and west property boundaries (street frontages)

Landscape Buffers:

- Type A Buffer (North, East, South) – 5ft, 4 trees per 100 linear ft
 - Enhanced Car Wash Buffer – 8ft wall, 5 trees, 18 shrubs per 100 linear feet
- Type D Buffer – 15ft, 5 trees per 100 linear ft, hedge row
 - U.S. 41 right-of-way buffer
 - Landscape buffer minimum of 20 feet with 5 trees per 100 lineal feet.

NEXT STEPS

- **Neighborhood Meeting (tonight)**
- **Submit to City of Bonita Springs**
- **Staff Review Period**
- **Second Neighborhood Information Meeting**
(Date: TBD; once application is found sufficient)
- **Public Hearings**
 - One Zoning Board Hearing
 - One City Council Hearing



CONTACT US

PKULAK@RVIPLANNING.COM
OFFICE: 239-908-3408



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Tommy's Express Car Wash Special Exception

Post-Sufficiency Neighborhood Meeting

Tuesday, June 17, 2025, 5:30 p.m.

St. Leo Church

28290 Beaumont Road Bonita Springs, FL 34134

& Via Zoom (Virtual)

Sunshine Clean, LLC (Applicant) and their consultant team hosted a pre-application Neighborhood Meeting at the St. Leo Church, with an additional virtual option via the Zoom platform, at 5:30 p.m. on Tuesday, June 17, 2025. The meeting was held for the Special Exception application. Notices were sent to property owners listed in Exhibit "A" attached, and the meeting notice was published in the News-Press on May 23, 2025. The Affidavit of Publication is attached as Exhibit "B".

After no members of the public attended the meeting in person or via Zoom, the Applicant concluded the meeting at approximately 5:45pm.



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit A

Property Owners Listed

Patty Kulak

From: Jeff Stevens <jeff@mwrepro.com>
Sent: Tuesday, May 27, 2025 2:27 PM
To: Patty Kulak
Cc: Jem Frantz; Alexis Crespo
Subject: RE: RVI - Letter Mail Out Request for 5/27/2025

Confirming this order has been mailed out.

Thank You;
Jeffrey Stevens
239-566-2214



From: Patty Kulak <pkulak@rviplanning.com>
Sent: Tuesday, May 20, 2025 2:22 PM
To: Jeff Stevens <jeff@mwrepro.com>
Cc: Jem Frantz <jfrantz@rviplanning.com>; Alexis Crespo <acrespo@rviplanning.com>
Subject: RE: RVI - Letter Mail Out Request for 5/27/2025

Appreciate the confirmation, Jeff - have a good day!

Patty Kulak
Project Manager

RVi Planning + Landscape Architecture
28100 Bonita Grande Drive | Suite 305 • Bonita Springs, FL 34135
609.477.8465 Mobile • 239.908.3408 Direct • 239.405.7777 Main
www.rviplanning.com

From: Jeff Stevens <jeff@mwrepro.com>
Sent: Tuesday, May 20, 2025 2:21 PM
To: Patty Kulak <pkulak@rviplanning.com>
Cc: Jem Frantz <jfrantz@rviplanning.com>; Alexis Crespo <acrespo@rviplanning.com>
Subject: RE: RVI - Letter Mail Out Request for 5/27/2025

Received. We will have this out no later than the 27th.

Thank You;
Jeffrey Stevens



From: Bonita MWRepro <bonita@mwrepro.com>
Sent: Tuesday, May 20, 2025 1:50 PM
To: Jeff Stevens <jeff@mwrepro.com>
Subject: RVI - Letter Mail Out Request for 5/27/2025

From: Patty Kulak <pkulak@rviplanning.com>
Sent: Tuesday, May 20, 2025 1:48 PM
To: Bonita MWRepro <bonita@mwrepro.com>
Cc: Jem Frantz <jfrantz@rviplanning.com>; Alexis Crespo <acrespo@rviplanning.com>
Subject: Letter Mail Out Request for 5/27/2025

Good Afternoon,

I am emailing to request the attached Property Owner Letter be mailed to all 141 addresses on the supplied list no later than Tuesday, May 27, 2025.

Please confirm the receipt of this request and provide confirmation the notice will be mailed by the requested date – if anything additional is needed, please let me know.

Thank you,
Patty Kulak
Project Manager

RVi Planning + Landscape Architecture
28100 Bonita Grande Drive | Suite 305 • Bonita Springs, FL 34135
609.477.8465 Mobile • 239.908.3408 Direct • 239.405.7777 Main
www.rviplanning.com

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

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External Email: Do not click any links or open any attachments unless you trust the sender and know the

SPANISH WELLS COMMUNITY ASSOCI
SPANISH WELLS COMM ASSOC INC
9821 TREASURE CAY
BONITA SPRINGS FL 34135

SPANISH WELLS COMMUNITY
ASSN INC
9801 TREASURE CAY LN
BONITA SPRINGS FL 34135

GERACHSHENKO SVETLANA
17W201 HILLSIDE LANE
WILLOWBROOK IL 60527

ITS MY TURN LLC
28408 DEL LAGO WAY
BONITA SPRINGS FL 34135

WIMMENAUER WILLIAM &
2163 CALEDONIAN CT
GREENWOOD IN 46143

NUNN MARCIA J TR
28416 DEL LAGO WAY
BONITA SPRINGS FL 34135

LI TAM HING & MO YUET WAH TR
28420 DEL LAGO WAY
BONITA SPRINGS FL 34135

CUNHA FAMILY TRUST +
28424 DEL LAGO WAY
BONITA SPRINGS FL 34135

FARRELL LEESA & EDWARD TR
704 N HIGHLAND AVE
ARLINGTON HEIGHTS IL 60004

PALMER SUSAN
19 EQUESTRIAN CT
BRANTFORD ON N3P 1H1
CANADA

FRYE JAMES L & TRACY LYNN L/E
PO BOX 334
HARBERT MI 49115

SLATE SHARON M
28440 DEL LAGO WAY
BONITA SPRINGS FL 34135

ARRIGO JOHN C & SUSAN J
28444 DEL LAGO WAY
BONITA SPRINGS FL 34135

MILLER JOHN C II &
28448 DEL LAGO WAY
BONITA SPRINGS FL 34135

LIPARI SANDRA V TR
3 JOHNSON ST
OLD BRIDGE NJ 08857

MONDRY JOSEPH H & KATHRYN M
28456 DEL LAGO WAY
BONITA SPRINGS FL 34135

HALL C L TR
28460 DEL LAGO WAY
BONITA SPRINGS FL 34135

VAN TASSELL DONALD & MARCIA
28464 DEL LAGO WAY
BONITA SPRINGS FL 34135

DIAS-POSADAS SILVANA
28468 DEL LAGO WAY
BONITA SPRINGS FL 34135

FRATTALLONE SYLVIA JEAN L/E
6300 FULTON ST E
ADA MI 49301

MURPHY NEELY A & DAVID
28476 DEL LAGO WAY
BONITA SPRINGS FL 34135

OUVERSON TIMOTHY & MARISA
28480 DEL LAGO WAY
BONITA SPRINGS FL 34135

DAMICO MICHAEL A +
66 GARDEN CIR
CARIBOU ME 04736

KENNEDY-EDWARDS ROBERT E &
28488 DEL LAGO WAY
BONITA SPRINGS FL 34135

MARVIN L & MARGARET E WILLIS T
28492 DEL LAGO WAY
BONITA SPRINGS FL 34135

LAGO CANDO LLC
8951 BONITA BEACH RD #525-356
BONITA SPRINGS FL 34135

SCHULZ RONALD P
200 HATCHERY RD
GANSEVOORT NY 12831

UHL EDGAR A & SHARON H
28419 DEL LAGO WAY
BONITA SPRINGS FL 34135

GREUTERT ALBERTA L
28423 DEL LAGO WY
BONITA SPRINGS FL 34135

JOYCE JOHN F & VIRGINIA L
28427 DEL LAGO WAY
BONITA SPRINGS FL 34135

ERNER JAMES M & BRENDA K
28431 DEL LAGO WAY
BONITA SPRINGS FL 34135

PERUSKI LISA KAY TR
28435 DEL LAGO WAY
BONITA SPRINGS FL 34135

SUNRISE AT THE OAK LLC
28439 DEL LAGO WAY
BONITA SPRINGS FL 34135

JANITZ TERRY W & DOROTHY
28443 DEL LAGO WAY
BONITA SPRINGS FL 34135

JACKSON JOSEPH L & ELIZA
28447 DEL LAGO WAY
BONITA SPRINGS FL 34135

WALLACE RANDEE +
6636 TALBOT TRAIL
MERLIN ON N0P 1W0
CANADA

TATARIAN GERALD +
28455 DEL LAGO WAY
BONITA SPRINGS FL 34135

SEYMOUR JUDITH A TR
28459 DEL LAGO WAY
BONITA SPRINGS FL 34135

CARSON BRUCE C & MARY BETH
28463 DEL LAGO WAY
BONITA SPRINGS FL 34135

SUNRISE AT THE PALMS PROPERTY
28467 DEL LAGO WAY
BONITA SPRINGS FL 34135

ERNST FRAUKE
28471 DEL LAGO WAY
BONITA SPRINGS FL 34135

BREYER JULIUS T TR
28475 DEL LAGO WAY
BONITA SPRINGS FL 34135

PAUL JOHN R +
28479 DEL LAGO WAY
BONITA SPRINGS FL 34135

LAVALLEE PAUL & KATJA
28483 DEL LAGO WAY
BONITA SPRINGS FL 34135

THOMAS NORMAN R TR
1595 HAZELWOOD CT W
GREENWOOD IN 46143

EE PROPERTIES BONITA LLC
11983 TAMiami TRAIL N #156
NAPLES FL 34110

CITY OF BONITA SPRINGS
9101 BONITA BEACH RD
BONITA SPRINGS FL 34135

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

HIDDEN LAKES AT BONITA SPRINGS
DARYL L STAIR
10440 GOLDEN EAGLE CT
PLANTATION FL 33324

MB5 REAL ESTATE LLC
TOM MATTER
40528 US HIGHWAY 19 N
TARPON SPRINGS FL 34689

17801 SE 109 LLC
6180 NW 63RD WAY
PARKLAND FL 33067

B + V PROPERTIES LLC
4600 EAST TAMiami TRAIL
NAPLES FL 34112

DEVOE FAMILY LIMITED PARTNERSH
4100 TAMiami TRL N
NAPLES FL 34103

DIAMOND RIDGE PROPERTIES
ALLIANT PROPERTY MANAGEMENT
13831 VECTOR AVE
FORT MYERS FL 33907

DIAMOND RIDGE PROPERTIES
ALLIANT PROPERTY MANAGEMENT
13831 VECTOR AVE
FORT MYERS FL 33907

DIAMOND RIDGE PROPERTIES
PROPERTY OWNERS ASSN
201 MUIRFIELD CIR
NAPLES FL 34113

BONITA DINER LLC
5051 CASTELLO DR #222
NAPLES FL 34103

CHRIST PETE S TR
16379 BONITA LANDING CIR
BONITA SPRINGS FL 34135

GULF COAST PLAZA LLC
FINANCE DEPT
26501 S TAMiami TRL
BONITA SPRINGS FL 34134

TOP OF THE HILL LLC
LEONARD GOLDSTEIN
PO BOX 341
NIANTIC CT 06357

WARMAUG BONITA SPRINGS LLC
13101 PRESTON RD #110-1060
DALLAS TX 75240

THE CARLYSLE PROPERTY OWNERS A
SWFL CAM SERVICES
10231 METRO PKWY # 204
FORT MYERS FL 33966

28500 BONITA CROSSING BLVD L P
210 SHIELDS CT
MARKHAM ON L3R 8V2
CANADA

BONITA I LLC
FIVE DIAMONDS PROP MGMT INC
1250 TAMiami TRL N #307
NAPLES FL 34102

PHELAN FAMILIES LLC
1061 COLLIER CENTER WAY
NAPLES FL 34110

VERSOL DRIVE OWNER LLC
733 3RD AVE FL 24
NEW YORK NY 10017

FORTY ONE SOUTH PROPERTY OWNER
460 VIRGINIA AVE
INDIANAPOLIS IN 46203

BILL SMITH INC
PO BOX 1850
FORT MYERS FL 33902

DAVINCI LAND LLC
28901 TRAILS EDGE BLVD #206
BONITA SPRINGS FL 34134

BT + ST ENTERPRISES LLC
28951 TRAILS EDGE BLVD
BONITA SPRINGS FL 34134

SY LAND LLC
SYLAND LAND LLC
15100 TATENSHALL TER
SW RANCHES FL 33331

DIAMOND RIDGE CENTER
WELSH COMPANIES FL INC
2950 TAMiami TRL N
NAPLES FL 34103

CARLYSLE CONDOMINIUM ASSN INC
SWFL CAM SERVICES
10231 METRO PKWY # 204
FORT MYERS FL 33966

CHCT FLORIDA LLC
PROPERTY VALUATION SERVICES
14400 METCALF AVE
OVERLAND PARK KS 66223

SPIRIT MASTER FUNDING VII LLC
2270 COLONIAL BLVD
FORT MYERS FL 33907

SMOLINSKI JOSEPH J &
11144 BOYER CT
MOKENA IL 60448

GARDNER EDWARD L & JUDITH A
28750 TRAILS EDGE BLVD #202
BONITA SPRINGS FL 34134

SANTANA CYNTHIA +
28750 TRAILS EDGE BLVD #203
BONITA SPRINGS FL 34134

VEUGELER JOAN M & RANDALL R TR
9 SHADOW CREEK CIR
PALOS HEIGHTS IL 60463

MASTERS LEWIS R JR &
8 MILLCREEK LN
MALVERN PA 19355

SCHRECK COLIN +
28750 TRAILS EDGE BLVD #206
BONITA SPRINGS FL 34134

HINTON RALPH M TR +
272 OAKMONT DR
BELPRE OH 45714

FIOCATI ANGELA &
28750 TRAILS EDGE BLVD #302
BONITA SPRINGS FL 34134

CONNOLLY GEORGE L P & PAULA
56 GATESTONE DR
STONEY CREEK ON L8J 2T9
CANADA

HARRISON ALAN J & SHERRY L
1010 SPANISH MOSS TRL
NAPLES FL 34108

POLAND JOHN G & PATRICIA R
14055 E LARAMINE CT
CRESTWOOD IL 60418

HINTON RALPH M TR +
272 OAKMONT DR
BELPRE OH 45714

MCBRIDE MICHAEL J JR &
28750 TRAILS EDGE BLVD #401
BONITA SPRINGS FL 34134

PEREIRA LUIS
144 STOKESAY CASTLE LN
READING PA 19606

HARRISON ALAN J & SHERRY L
1010 SPANISH MOSS TRAIL
NAPLES FL 34108

ZOLKIEWICZ RONALD W TR
2722 MEDALLIST LN
NAPLES FL 34109

ZOLKIEWICZ RONALD W TR
2722 MEDALLIST LN
NAPLES FL 34109

KOHRs ROBERT J & MARY CAROL
5951 CLUBHOUSE POINTE DR
MEDINA OH 44256

LOUTH ROY W JR TR
28750 TRAILS EDGE BLVD #501
BONITA SPRINGS FL 34134

SMITH STUART
28750 TRAILS EDGE BLVD #502
BONITA SPRINGS FL 34134

WERHLE ALENA
28750 TRAILS EDGE BLVD #503
BONITA SPRINGS FL 34134

LASKER SETH S & STACI L
440 MILLS POINT RD
COLCHESTER VT 05446

CHAN ALBERT & TERESA
19711 58TH AVE
FRESH MEADOWS NY 11365

HIERTA ULLA H
28750 TRAILS EDGE BLVD # 506
BONITA SPRINGS FL 34134

WOODING LARRY R + NINA S
2805 DEVERON CIR
PEKIN IL 61554

UNTON THEODORE F TR
28750 TRAILS EDGE BLVD #602
BONITA SPRINGS FL 34134

EVENSON PHILLIP JON &
28750 TRAILS EDGE BLVD APT 603
BONITA SPRINGS FL 34134

LEAR GREGORY E TR
28750 TRAILS EDGE BLVD #604
BONITA SPRINGS FL 34134

WILHELM DIANNE M
28750 TRAILS EDGE BLVD #605
BONITA SPRINGS FL 34134

ALLRHOMES II LLC
11651 DEAN ST
BONITA SPRINGS FL 34135

WHITE MAX S TR
6002 FOX HILL RD
PROSPECT KY 40059

DOVE JAMES A & BARBARA J
1535 HAIST ST UNIT 22
FONTHILL ON LOS 1E2
CANADA

TALBERT BARRY E TR
28700 TRAILS EDGE BLVD #203
BONITA SPRINGS FL 34134

SILVA HELIODORO C & MARIA F TR
28700 TRAILS EDGE BLVD #204
BONITA SPRINGS FL 34134

ACKERMAN MARIE M
28700 TRAILS EDGE BLVD # 205
BONITA SPRINGS FL 34134

KENNEDY SHARON L
28700 TRAILS EDGE BLVD #206
BONITA SPRINGS FL 34134

HARTSHORN THOMAS R &
28700 TRAILS EDGE BLVD #301
BONITA SPRINGS FL 34134

HEBER STEFANIA
BAEDERWIESEN 45
LUDWIGSBURG 71640
GERMANY

HILLIARD ROBERT I &
28700 TRAILS EDGE BLVD #303
BONITA SPRINGS FL 34134

COMANDINI ELAINE
28700 TRAILS EDGE BLVD #304
BONITA SPRINGS FL 34134

KOZIAK RAYMOND J & BONNIE R
3411 DURR DR
ALIQUIPPA PA 15001

BERMUDEZ LEONARDO TORRES
4302 13TH ST W
LEHIGH ACRES FL 33971

OLSEN RACHEL ELIZABETH
28700 TRAILS EDGE BLVD 401
BONITA SPRINGS FL 34134

LAURITA SHERYL ANN +
28700 TRAILS EDGE BLVD #402
BONITA SPRINGS FL 34134

LEE ROBERT
13719 W LAUREL DR
LAKE FOREST IL 60045

MAYLONE ROBERT R
747 CHARLES ST
ROCHESTER PA 15074

DARDY WILLIAM A TR
14082 TIVOLI TER
BONITA SPRINGS FL 34135

RAVINDRAN B GEETHA
3761 WHITE TRILLIUM
SAGINAW MI 48603

BOLLING RUSSELL A JR &
28546 SICILY LOOP
BONITA SPRINGS FL 34135

SARRAF LISA
28700 TRAILS EDGE BLVD #502
BONITA SPRINGS FL 34134

MABRUCCO VITO
9 RIGGS CT
RICHMOND HILL ON L4C 9N7
CANADA

SCARBOROUGH THOMAS D TR
4717 STUART GLEN DR
NASHVILLE TN 37215

RAVINDRAN B GEETHA
3761 WHITE TRILLIUM
SAGINAW MI 48603

RAVINDRAN B GEETHA
3761 WHITE TRILLIUM
SAGINAW MI 48603

MCLEOD KENNETH TR
464 FAIRWAY RD
WOODSTOCK ON N4T 0E7
CANADA

MCCLOY VICKIE LYNN L/E
28700 TRAILS EDGE BLVD #602
BONITA SPRINGS FL 34134

ZETTLER LOUIS A TR
28700 TRAILS EDGE BLVD #603
BONITA SPRINGS FL 34134

SANDLER DANIEL PAUL &
28700 TRAILS EDGE BLVD UNIT 604
BONITA SPRINGS FL 34134

KUMAR NARENDRA R +
3 E GROVE CT
FREELAND MI 48623

CLINKENBEARD DAVID &
28700 TRAILS EDGE BLVD #606
BONITA SPRINGS FL 34134



Tommy's Express Car Wash Special Exception

Neighborhood Meeting Summary

Exhibit B

Affidavit of Publication

NOTICE OF PUBLIC INFORMATION MEETING

DATE: Tuesday, June 17, 2025

TIME: 5:30 PM

ADDRESS: St. Leo the Great Catholic Church, 28290 Beaumont Road Bonita Springs, FL 34134.

In accordance with the requirements of the Lee County Lee Plan, the Applicant, Sunshine Clean, LLC, will be presenting information to the public on the following request:

A Special Exception proposing a car wash within the U.S 41 Overlay District. The property is located on the east side of U.S. 41 approximately 270 feet south of Bonita Crossings Boulevard in Section 04, Township 48 South, Range 25 East, Bonita Springs, Florida (STRAP Number 04-48-25-B3-0140J.001A).

The meeting will be held at 5:30 p.m. on Tuesday, June 17, 2025, at St. Leo the Great Catholic Church, 28290 Beaumont Road Bonita Springs, FL 34134.

Attending virtually is also available via Zoom. Please visit www.zoom.us, click on "Join A Meeting" and enter Meeting ID: 885 3105 8618 Password: 582631

For questions please contact:
RVi Planning + Landscape Architecture, Inc. c/o Patty Kulak
28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135
(239) 908-3408 OR PKulak@RViPlanning.com

May 23 2025

LSAR0302320

AFFIDAVIT OF PUBLICATION

RVi
28100 Bonita Grande DR # 301
Bonita Springs FL 34135-6221

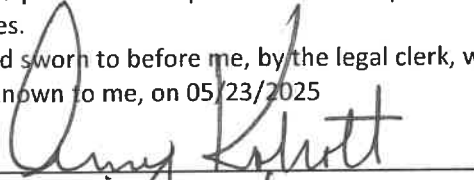
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

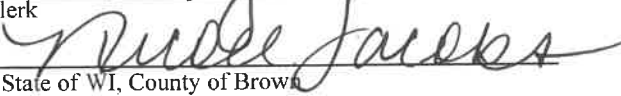
05/23/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/23/2025



Legal Clerk



Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	\$140.58	
Tax Amount:	\$0.00	
Payment Cost:	\$140.58	
Order No:	11335640	# of Copies:
Customer No:	1501951	0
PO #:	LSAR0302320	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

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

**MAILING NOTICES
AFFIDAVIT**

Property owners within 375 feet (or 500 feet in the case of on-premises consumption special exceptions) of the subject parcel(s) must be notified in writing of the proposed zoning action going before council within thirty CALENDAR (30) days of the initial Public Hearing. Property owners must be informed of their ability to participate in these hearings and/or given the opportunity to return a Citizen Response Form, should they have any comments or concerns regarding the matter. This affidavit must be returned assuring the following:

- Affidavit for case # SPE24-118448-BOS sent on June 13, 2025.
- Names and addresses of property owners are those appearing on the latest tax rolls for Lee County.
- The Zoning Board for land use adjustments and City Council public hearing dates, times, and locations of hearings that were provided in the notices.
- All notices have been sent by first-class mail.

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

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

ZONING APPLICATION CASE NUMBER: SPE24-118448-BOS
SIGNATURE OF APPLICANT OR AGENT: *Patty Kulak*
NAME (TYPED OR PRINTED): Patty Kulak
SITE ADDRESS OR P.O. BOX: 28100 Bonita Grande Drive
CITY, STATE & ZIP: Bonita Springs, FL 34135

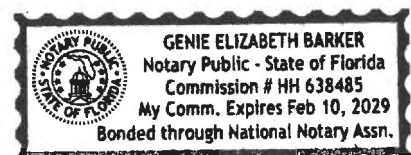
STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of physical presence ☒ or online notarization ☐,
this (day) 13 of (month) June, (year) 2025,
by (name of person making statement) Patty Kulak.

Signature of Notary Public - State of Florida: *Genie Barker*
Name of Notary Typed, Printed, or Stamped: Genie Barker

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____





AFFIDAVIT OF POSTING NOTICE

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

INSTRUCTIONS

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

- a. Signs for case # SPE24-118448-BOS must be posted by 7/1/2025.
- b. The sign must be erected in full view of the public, not more than five (5) feet from the nearest right-of-way or easement.
- c. The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or pother structure. The sign may not be affixed to a tree or other foliage.
- d. The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
- e. If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.
- f. The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

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

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

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

STATE OF FLORIDA
COUNTY OF LEE

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

Patty Kulak
SIGNATURE OF APPLICANT OR AGENT

Patty Kulak
NAME (TYPED OR PRINTED)

28100 Bonita Grande Dr #305
ST. OR P.O. BOX

Bonita Springs, FL 34135
CITY, STATE & ZIP

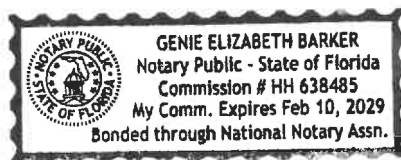
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2025,
by Patty Kulak, personally known to me or who produced
_____ as identification and who did/did not take oath.

Genie Barner
Signature of Notary Public

Genie Barner
Printed Name of Notary Public

My Commission Expires:
(Stamp with serial number)



Your time to shine.
Coming soon.



**TOMMY'S
EXPRESS
CAR WASH**

tommys-express.com

APPLICANT: SUNSHINE CLEAN, LLC
ACTION REQUESTED:
A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR
WASH FACILITY ON PROPERTY LOCATED WITHIN THE
U.S. 91 CORRIDOR OVERLAY ZONING DISTRICT.

PUBLIC NOTICE
ZONING
ACTION
REQUESTED



BONITA SPRINGS

PUBLIC HEARING DATE: 03.11.2025 TIME: 09:00 AM
PUBLIC HEARING LOCATION: Bonita Springs City Hall
FOR MORE INFORMATION CONTACT: City Manager
CITY OF BONITA SPRINGS, FLORIDA

APPLICANT: SUNSHINE CLEAN, LLC
ACTION REQUESTED:
A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR
WASH FACILITY ON PROPERTY LOCATED WITHIN THE
U.S. 41 CORRIDOR OVERLAY ZONING DISTRICT 4-333

PUBLIC NOTICE
ZONING
ACTION
REQUESTED

BONITA SPRINGS

PUBLIC HEARING DATE: JULY 15, 2021. EXPIRY: 12/31/2021
PUBLIC HEARING LOCATION: 10000 S. STATE ROAD 100, SUITE 100, BONITA SPRINGS, FL 33435
FOR MORE INFORMATION CONTACT: [Name] [Phone Number]



RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Tornberg
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mzizzo@cityofbonitaspringscd.org

Support _____ Oppose _____

Application: SPE24-118448-BOS: Tommy's Express Car Wash Special Exception – U.S. 41

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

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

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

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

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:

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

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

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Tornberg
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mzizzo@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: SPE24-118448-BOS: Tommy's Express Car Wash Special Exception – U.S. 41

DATE: JUNE 18, 2025
NAME: Pete Christ PHONE: 419. 944. 9572
ADDRESS: 16379 Bonita Landing Cir CITY/STATE/ZIP: Bonita Springs, FL 34135

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

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

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

(Draft) Meeting Minutes

Tuesday, May 27, 2025

9:00 a.m.

1. CALL TO ORDER

Chairman Rascio called the meeting to order at 9:00 a.m.

2. PLEDGE OF ALLEGIANCE

Chairman Rascio led the Pledge of Allegiance.

3. ROLL CALL

The City Clerk called the roll:

Present – Rascio, Hershenson, Gambrell, Waterhouse, Benson, Galloway and Winn.

4. PUBLIC HEARINGS

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

A. CASE NAME: BAY ROAD VARIANCE (VAR24-115852-BOS)

A VARIANCE FROM LDC 4-1894(B), WHICH REQUIRES A WATERBODY SETBACK OF 25 FEET ALONG THE NORTH SIDE, TO ALLOW A SETBACK OF 15 FEET FROM THE ABUTTING NORTH SIDE STREET RIGHT-OF-WAY FOR A PROPOSED SINGLE-FAMILY HOME ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS.

City Attorney Rooney swore in all those who intended to give testimony. Mike Fiigon, Senior Planner with Community Development, introduced the case, providing a summary of the applicant's request along with the site's historical background. Platted in 1949, the site predates Lee County's zoning regulations and the incorporation of the City of Bonita Springs. The applicant is requesting a variance from the Land Development Code which requires a waterbody setback of 25 feet along the north side. They are requesting approval of a reduced setback of 15 feet from the abutting north side street right-of-way to accommodate the construction of a single-family home. Mr. Fiigon presented the staff report, outlining staff findings, conclusions, and conditions of approval. Staff determined the request meets standards for approval, and recommends approval. The applicant acknowledges that, should the variance be approved, there is no guarantee of a building permit. (Staff report on file in the City Clerk's office).

The applicant did not have a presentation, but was in attendance and available for questions.

*Chairman Rascio called for public comments. Seeing none, and with no further questions from board members, he called for a motion. Board Member Hershenson made a motion to approve the variance with the conditions proposed by staff; Seconded by Board Member Waterhouse. The Clerk recorded the vote by roll call. **The motion carried 7-0.***

5. APPROVAL OF MINUTES: Meeting of January 14, 2025

*Board Member Waterhouse motioned to approve the minutes; Seconded by Board Member Gambrell.
The motion carried 7-0.*

6. UPDATE ON PREVIOUS CASES:

Provided by Mr. Fiigon.

7. PUBLIC COMMENT

Chairman Rascio called for any additional public comment. There were none.

8. NEXT MEETING: *The next meeting is scheduled for June 17, 2025.*

The City Clerk reminded members that their yearly ethics disclosure must be submitted through the State Ethics Commission online system by July 1, 2025. Additionally, a review of Sunshine and Ethic Laws will occur at an upcoming Zoning Board meeting.

9. ADJOURNMENT: *There being no further business, Chairman Rascio adjourned the meeting 9:17 a.m.*

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman