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

City of Bonita Springs
City Council
Regular Meeting Agenda

September 17, 2025
5:30 p.m.
Will begin immediately following the Budget Hearing

If you intend to address the City Council at this proceeding, please complete a "Public Comment Slip" and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips can be found on the table outside of Council Chambers. If you wish to submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 2:00 p.m., September 16, 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. Reasonable accommodations will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this 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. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Public Comment on Agenda Items

6. Public Hearings - Zoning and Land Use:

   A. (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 0.7 ACRES +/- FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00064.0000 AND 32-47-25-B4-0030A.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-09-229)

   B. (SECOND READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY FIVE (5) +/- ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATIONS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS; LOCATED AT 4570, 4612, 4640, 4654, 4696, AND 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-09-228)

7. Consent Agenda Items:

   A. Approve minutes from the City Council Budget Hearing held on September 3, 2025.

   B. Approve minutes from the City Council Regular Meeting held on September 3, 2025.

   C. Approve minutes from the City Council Land Use Workshop held on August 6, 2025.

   D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-09-217)

   E. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-09-218)

   F. Informational update on drainage improvement project agreement with BS Parcel Holdings, LLC. (Green Sheet 25-09-219)

   G. Approve a Special Event Permit request submitted by Local Roots LLC, to host a weekly outdoor flea market at the Promenade at Bonita Bay, every Saturday morning from October 4, 2025 through May 30, 2026, between 8:00 a.m. and 12:00 p.m. (Green Sheet 25-09-220)

   H. Approve a Resolution to engage a firm for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project (RFQ 25-13) and authorize staff to enter into negotiations with the number one ranked firm, Kimley-Horn & Associates, Inc. (Green Sheet 25-09-221)

   I. Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-09-222)

   - Opportunity for City Council Comments on Consent Agenda

8. Public Hearings:

   A. (SECOND READING) AN ORDINANCE ESTABLISHING VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet 25-09-223)

9. City Attorney Items:

   A. Approve an extension and revised term and fee arrangement with Gray Robinson for provisions of City Attorney services. (Green Sheet 25-09-227)

10. City Manager Items:

   A. Review and approve the City's 2026 Legislative Priorities. (Green Sheet 25-09-224)

   B. Approve Request for Proposal of Audit Services (RFP 25-21) and the Audit Selection Committee. (Green Sheet 25-09-225)

C. Presentation of the Community Development Monthly Activity Report. (Green Sheet 25-09-226)

D. Update on hurricane recovery efforts.

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-09-229
September 17, 2025

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 0.7 ACRES +/- FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY, TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00064.0000 AND 32-47-25-B4-0030A.0000, BONITA SPRINGS, FLORIDA 34134; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Mary Tornberg, Esq., AICP, Senior Planner, Community Development

AGENDA SECTION: Public Hearings - Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: The properties (4752 Bonita Beach Road and the attached northern submerged parcel) are vacant undeveloped parcels. The Applicant has filed this Future Land Use Map Amendment request in order to allow for commercial uses on these properties, which would allow for the proposed waterfront restaurant. The Applicant also has a pending companion rezoning request to redesignate these parcels within their Master Concept Plan to rezone to Commercial Planned Development (PD23-109173-BOS).

Due to the small scale of this request, the case does not require transmittal to the State (Department of Economic Opportunity [DEO]), but it does require two hearings in front of City Council.

Staff recommends approval of the request, as analyzed in the Staff Report. The Local Planning Agency (LPA) heard the case on August 7, 2025, and voted unanimously to approve the request 5-0 (meeting minutes attached).

City Council held the first reading of this case on September 3, 2025.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Draft Ordinance (prepared by City Attorney)
2. Staff Report with Exhibits and Attachments)
3. LPA Meeting Minutes (August 7, 2025)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 0.7 ACRES +/-FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00064.0000 AND 32-47-25-B4-0030A.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the applicant Traci G. Kautzman desires to amend the City's Future Land Use Map to redesignate approximately 0.7 acres (+/-) of property located at 4752 Bonita Beach Rd. SW from Medium Density Multi-Family Residential to General Commercial; and

WHEREAS, the proposed amendment to the Future Land Use Map, attached hereto as Exhibit "A", will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, the City has received and reviewed the proposed Amendment CPA23-109179-BOS to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on August 7, 2025, who unanimously recommended approval, and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Part II, Florida Statutes, and that the proposed amendments is consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the small-scale amendment being proposed including a first reading on September 3, 2025, now comes for a final adoption hearing on said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

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

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Future Land Use Map, which is further described as Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3187, Florida Statutes.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of September, 2025.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr	Fullick
Fitzpatrick	Bogacz
Gibson	Corrie
Purdon	

Date filed with City Clerk: _____

CPA23-109179-BOS

Bonita Plan

Small-Scale Future Land Use Map Amendment

Privately Sponsored Application
and Staff Analysis

City of Bonita Springs
Planning Division
9220 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150

LPA Public Hearing Date:	August 7, 2025
City Council Public Hearing Date:	TBD, 2025
Project Name:	Hickory on the Bay Comprehensive Plan Map Amendment

City of Bonita Springs
Planning and Zoning Division

STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT

CPA23-109179-BOS

_ Text Amendment **X Map Amendment**

This Document Contains the Following Reviews:	
X	**Staff Review**
	Local Planning Agency Review and Recommendation
	City Council Transmittal Hearing Stage
	City Council Hearing for Adoption Stage

STAFF REPORT PREPARATION DATE: July 30, 2025

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. APPLICANT/REPRESENTATIVE:

Applicant: Traci G. Kautzman
Agent: John Vanni, JR Evans Engineering
Jeremie Chastain and Robert J. Mulhere, Bowman
Richard Yovanovich, Coleman, Yovanovich and Koester

2. REQUEST: A small-scale plan amendment to redesignate approximately 0.7 acres +/- from the Medium Density Multi-Family Residential Future Land Use Category to the General Commercial Future Land Use Category.

STRAPs: 32-47-25-B4-00064.0000 and 32-47-25-B4-0030A.0000.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

a. **RECOMMENDATION**: Staff recommends that the Local Planning Agency (LPA) and City Council vote to adopt the proposed Map Amendment, as requested.

b. **BASIS AND RECOMMENDED FINDINGS OF FACT**:

A. The vacant properties located at 4752 Bonita Beach Road and the Access Undetermined Parcel attached, are identified as STRAP Nos. 32-47-25-B4-00064.0000 and 32-47-25-B4-0030A.0000 ("Properties"). The Applicant is requesting a Map Amendment for the approximately 0.7 acres +/-, from Medium Density Multi-Family Residential to General Commercial, for the construction of a waterfront restaurant (Restaurant, Group III), which is consistent with the current commercial zoning in the Beach Zone of the Bonita Beach Road Corridor Overlay.

B. The proposed Map Amendment would be consistent and compatible with the existing uses in the surrounding area, which include a canal to the north then residential single-family and two-family homes, vacant commercial parcels to the west, and marina uses on the south side of the Bonita Beach Road right-of-way. The adjacent eastern parcels are included in the Planned Development rezoning request to allow for additional retail, office and multi-family residential dwelling uses.

C. Based on historic aerials, the Properties have remained vacant and undeveloped.

D. The Properties were purchased in March 2023 and September 2024 by the Applicant.

E. Prior to incorporation and adoption of the City's Future Land Use Map, the Properties were designated as Urban Community, according to the Lee Plan. This Category allowed a mixture of relatively intense commercial uses and lower density residential uses. Mixed-use developments were encouraged. When the City adopted its first Future Land Use map, it designated this Properties as Medium Density Multi-Family Residential, even though all surrounding properties fronting Bonita Beach Road were designated within the General Commercial Future Land Use Category.

F. The proposed Map Amendment would amend the Properties' future land use designation to allow for commercial uses and to be consistent with the surrounding parcels fronting Bonita Beach Road.

G. The Applicant has provided letters of service availability from the Bonita Springs Fire Control and Rescue District, Bonita Springs Utilities, the Lee County Sheriff's Office, Lee County School District, and Lee County Solid Waste.

H. The Applicant held the required neighborhood information meetings and compatibility concerns were raised.

I. A traffic impact analysis was provided with the Application and was reviewed by the City's Traffic Engineer. The project was also sent to Lee County Department of Transportation. This proposed Map Amendment will not impact the MPO's 2045 Long Range Transportation Plan or the City's adopted Capital Improvement Plan or the County's 5-year Capital Improvement Plan.

C. SUMMARY/BACKGROUND DISCUSSION:

HISTORY OF THE SUBJECT PROPERTIES

The Properties are located at 4752 Bonita Beach Road and the Access Undetermined Parcel known as Tract A of the Ledford Shores Plat. As far as historic aerials show, no development has occurred on either of the parcels. Over time, erosion has occurred. The Applicant purchased the Properties in March 2023 and September 2024. The current zoning of the Properties (Beach Zone of the Bonita Beach Road Corridor Overlay) allows for the requested waterfront restaurant use, but the current Future Land Use designation of Medium Density Multi-Family Residential does not. Accordingly, the Applicant submitted an application for the proposed Map Amendment, which is the appropriate path to correct such inconsistency. A companion Planned Development rezone request was also submitted for this project. Staff has reviewed the Application and Staff's findings are contained in this Report.

EXISTING CONDITIONS

The Properties are vacant and have not been developed. There are utilities available to service the site and the Applicant has provided letters of service availability from Bonita Springs Utilities, Bonita Springs Fire Control & Rescue District, Lee County Sherrif's Department, and Lee County Solid Waste.

EXISTING FUTURE LAND USE DESIGANTION, ZONING, AND EXISTING LAND USE

The existing Future Land Use category is Medium Density Multi-Family Residential, which states the following:

Policy 1.1.8.1: Medium Density Multi-Family Residential *- Intended to accommodate multi-family, modular and manufactured housing, and existing mobile home and recreational vehicle parks up to a maximum density of 10 units per gross acre and approximately 1,341 acres of gross land area in the land use category; group homes and foster care facilities, public schools and other public, semi-public and recreational uses on a limited basis. This land use category is applied primarily to existing properties developed with multi-family or mobile home/recreational vehicle parks located within the Coastal Management Area (CMA) or lands formerly afforded a land use designation of Urban Community in the Lee Plan, or properties adjacent to existing or major planned roadways.*

a. Appropriate residential housing types include conventional and modular constructed single-family and duplex structures, on permanent foundations, cluster housing, zero lot line, townhouses, multi-family structures, and mobile homes or recreational vehicles in existing mobile home or recreational vehicle parks.

b. Residential density shall be limited to no more than six dwelling units per acre. If affordable housing is provided, residential density may be increased by up to four additional dwelling units per acre. This density range is consistent with the density previously afforded under the Urban Community land use designation in the Lee Plan.

c. *Commercial uses may be appropriate provided they are primarily intended to serve the residents of a mixed use project and are sensitive to nearby residential uses.*
d. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves, except that no new structures or modifications to existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*

The current zoning designation for the Properties is the Beach Zone of the Bonita Beach Road Corridor Overlay, which, if the proposed Map Amendment is approved, would allow commercial uses, such as the proposed waterfront restaurant use.

SURROUNDING ZONING AND LAND USE

A majority of properties along this section of Bonita Beach Road, from Bay Point Lane to Imperial Shores Boulevard, were developed under Lee County's regulations, which were distinctly urban in character and allowed commercial, residential, public, and limited light industrial uses. Since the adoption of the City's first Comprehensive Plan, the City has engaged in three key planning efforts to address development along this important corridor: 1) Bonita Beach Road Study by Lee County (2003), 2) Bonita Beach Road Visioning Study by Toole Design Group (2016), and 3) Bonita Beach Road Land Use Report by DPZ CoDesign (2018). Both the Toole Design and the DPZ CoDesign studies were the basis for the adoption of the current Bonita Beach Road Corridor comprehensive plan policies and implementing land development regulations. The intent of the Bonita Beach Road Corridor Overlay is to guide future growth and redevelopment along the Bonita Beach Road Corridor within zones, quadrants, and nodes as identified in the Bonita Plan, Bonita Beach Road Visioning Study and Bonita Beach Road Land Use Report. The Bonita Beach Road Corridor District is intended to support urbanized development patterns that focus on human-scale development, an appropriate mixture of land uses, site design, interconnectivity, mobility, architectural standards, and a vibrant and aesthetically-pleasing streetscape

Recognizing the increasing urbanization of Bonita Springs and that these Properties will be incorporated into the companion planned development rezoning request, a General Commercial Future Land Use map designation is appropriate for these parcels. Further, the companion Planned Development request is required to demonstrate how their rezoning request and proposed Master Concept Plan are compatible with surrounding existing land uses and future land use patterns. Such mechanisms include spatial and/or vegetative buffers, walls or fences, or other appropriate measures that will ensure compatibility between residential uses and more intensive nonresidential uses.

APPLICANT DATA AND ANALYSIS

The Applicant's data and analysis is included in the Staff Report back-up materials (Attachment E).

PART II- STAFF ANALYSIS

SUMMARY

The request is to amend the Future Land Use Map designation for the Properties, from Medium Density Multi-Family Residential to the General Commercial designation.

The Medium Density Multi-Family Residential category states the following:

Policy 1.1.8.1: Medium Density Multi-Family Residential *- Intended to accommodate multi-family, modular and manufactured housing, and existing mobile home and recreational vehicle parks up to a maximum density of 10 units per gross acre and approximately 1,341 acres of gross land area in the land use category; group homes and foster care facilities, public schools and other public, semi-public and recreational uses on a limited basis. This land use category is applied primarily to existing properties developed with multi-family or mobile home/recreational vehicle parks located within the Coastal Management Area (CMA) or lands formerly afforded a land use designation of Urban Community in the Lee Plan, or properties adjacent to existing or major planned roadways.*

a. Appropriate residential housing types include conventional and modular constructed single-family and duplex structures, on permanent foundations, cluster housing, zero lot line, townhouses, multi-family structures, and mobile homes or recreational vehicles in existing mobile home or recreational vehicle parks.
b. Residential density shall be limited to no more than six dwelling units per acre. If affordable housing is provided, residential density may be increased by up to four additional dwelling units per acre. This density range is consistent with the density previously afforded under the Urban Community land use designation in the Lee Plan.
c. Commercial uses may be appropriate provided they are primarily intended to serve the residents of a mixed use project and are sensitive to nearby residential uses.
d. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves, except that no new structures or modifications to existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.

The Properties were never developed under the current Future Land Use designation. The City's adoption of the Bonita Beach Road Corridor Overlay in 2019 rezoned the Properties, which now allows for a variety of residential and commercial uses, provided the proposed Map Amendment is approved.

The proposed Future Land Use category of General Commercial states the following:

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.*

Redesignating the Properties to the General Commercial Future Land Use category would allow a wider variety of commercial uses consistent with the Properties' existing zoning designation, including a waterfront restaurant, which is what is being proposed by the Applicant.

As part of the analysis of the request, Staff analyzed multiple sections of the City's Comprehensive Plan, as outlined below.

Objective 1.16- Bonita Beach Road Corridor and Bonita Beach Road Corridor Quadrant Map: Establish regulations to implement the Bonita Beach Road Visioning Study by Toole Design Group dated November 1, 2016 for the Bonita Beach Road Corridor, which is generally located between the Gulf of [America] and the City limits to the East. The corridor serves as the main gateway to the City, and is intended for an interconnected mix of uses including commercial, civic, residential, and mixed-use development, with emphasis on compatibility, a human-scale of development, walkability and bike-ability, and a vibrant and aesthetically-pleasing streetscape.
Policy 1.16.2: Provide for the protection and enhancement of viewsheds along Bonita Beach Road through design features and elements that emphasize the gateway character of this corridor.
Policy 1.16.4: Promote use of aesthetically pleasing architectural standards, accessory structures, and additional hardscape and landscape features to create a strong sense of place along Bonita Beach Road.
Policy 1.16.5: New development and redevelopment projects shall be designed and developed to coordinate land uses, site design, access, and required infrastructure improvements with the mobility network identified in the Bonita Beach Road Visioning Study by Toole Design Group dated November 1, 2016.
Policy 1.16.6: Evaluate new development and redevelopment projects along the Bonita Beach Road Corridor in relationship to the "Bonita Beach Road Corridor Quadrant Map" and "Corridor Network Zones Map" to encourage appropriate land use, site design techniques, interconnectivity, and multi-modal access.

TRANSPORTATION ELEMENT

The Properties front Bonita Beach Road, a fully constructed County-maintained roadway. The project will receive formal review for required roadway improvements at time of local development order. The project is also required to comply with the City's Complete Streets requirements and provide pedestrian facilities.

INFRASTRUCTURE ELEMENT: POTABLE WATER & SANITARY SEWER SUB ELEMENTS

The Properties have water/sewer availability and are located within the Bonita Springs Utilities (BSU) franchise area, which demonstrates consistency with the Potable Water Sub Element and the Sanitary Sewer Sub Element of the Comprehensive Plan. A letter of service availability was provided by BSU stating that it has the capacity to serve the estimated 21,450 gallons per day usage of the proposed use of the Properties. Since no reuse water is available for the site, potable water would also be used for irrigation purposes.

CONSERVATION/COASTAL MANAGEMENT ELEMENT

The Properties are located within the Coastal Management Area (CMA) and Coastal High Hazard Area (CHHA), as shown on CMA Map Figure 7 within the administrative section of the Comprehensive Plan. Therefore, the project is subject to Goal 5 of the Conservation/Coastal Management Element of the Bonita Plan.

Objective 5.1: Development in Coastal High Hazard Areas- The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA). The coastal high-hazard area is the area below the elevation of the category storm 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.

Policy 5.1.1: Comprehensive plan amendments within the CHHA must meet one of the following criteria in accordance with state statutory requirements in Section 163.3178(8)(a), F.S.

The Map Amendment and rezone requests do not propose residential units on the Properties. Therefore, Policy 5.1.1. is not applicable.

Objective 5.2: **Development in the Coastal Management Area (CMA).** The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise in the Coastal Management Area (CMA).

Policy 5.2.3: Through the City's Comprehensive Plan amendment process, land use designations of undeveloped areas within the Coastal Management Area shall be considered for reduced density categories (or assignment of minimum allowable densities where density ranges are permitted) in order to limit the future population exposed to coastal flooding.

The proposed Map Amendment does not reduce or increase the permitted density. However, the companion Planned Development request illustrates that no residential units are proposed for these Properties and that this request does not cause additional density within the proposed project.

Policy 5.2.4: Development in the Coastal Management Area, except as otherwise restricted by Policy 5.2.1 and the City's redevelopment project on Old U.S. 41, shall be infill only and shall not exceed the surrounding properties' density/intensity except as allowed by existing zoning at the time of the adoption of this Comprehensive Plan.

The proposed project does not exceed the surrounding density or intensity.

Policy 5.2.6: All development and major redevelopment in the Coastal Management Area shall conform to the City's Flood Damage Protection Ordinance and be consistent with the flood-resistant construction requirements in the Florida Building Code and applicable flood plan management regulations set forth in 44 C.F.R. part 60.

The project will comply with all FEMA and Florida Building Codes.

Policy 5.2.9: New development requiring seawalls for protection from coastal erosion shall not be permitted.

The project proposes retaining walls to maintain the elevation needed for FEMA requirements. The retaining walls are proposed interior to the mangroves.

Policy 5.2.10: Development in coastal areas shall consider site development techniques to reduce losses due to flooding and claims made under flood insurance policies issued in the state. These may include accommodation strategies, such as elevating structures, drainage improvements, or green infrastructure techniques that function to absorb or store water.

The site is proposed to be filled to meet FEMA standards, with installation of underground drainage to ensure stormwater is maintained and treated.

REMAINING ELEMENTS

It is Staff's opinion that the remaining elements of Housing, Recreation, and Public School Facilities are not applicable to this Map Amendment request. There are no residential uses being proposed on these Properties. The Recreation Element provides the standards for availability of City parks and open space, which are not applicable to the request.

NOTICE OF PROPOSED ACTION:

If the Local Planning Agency finds the proposed Map Amendment to be consistent with the Comprehensive Plan, the proposed Map Amendment will be scheduled before the City Council for a public hearing, consistent with Section 163.3187, Florida Statutes.

CONCLUSIONS:

The purpose of the proposed Map Amendment is to allow for commercial uses that are consistent with the Beach Zone of the Bonita Beach Road Corridor Overlay. For the specific Properties, the Applicant proposed a waterfront restaurant in this area. The Properties are vacant and the Applicant is fully aware of the City's Code provisions for development consistent with the Bonita Beach Road Corridor Overlay and Complete Streets requirements. The Application was reviewed for consistency with the Comprehensive Plan, and no inconsistencies were identified.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Map Amendment to redesignate the Properties from Medium Density Multi-Family to General Commercial.

ATTACHMENTS:

A. A copy of the adopted Future Land Use Map, City of Bonita Springs
B. Future Land Use Designations for Surrounding Area (Current and Proposed)
C. Policy 1.1.14, General Commercial Future Land Use Category
D. A copy of the boundary survey for the Parcels
E. Application Backup (available online only)

Submitted by:

Mary Tornberg, Esq., AICP
Senior Planner

Date: July 30, 2025

PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: August 7, 2025

A. LOCAL PLANNING AGENCY REVIEW

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. RECOMMENDATION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Chairman Steve Lohan	_____
Don Colapietro	_____
Daniel Dhooghe	_____
Raymond Townsend	_____
Robert Lombardo	_____
Jeff Maturo	_____
Tammy Hartford	_____

PART IV – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: XXXX XX, 2025

A. CITY COUNCIL REVIEW

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Mike Gibson _____

Jamie Bogcaz _____

Jesse Purdon _____

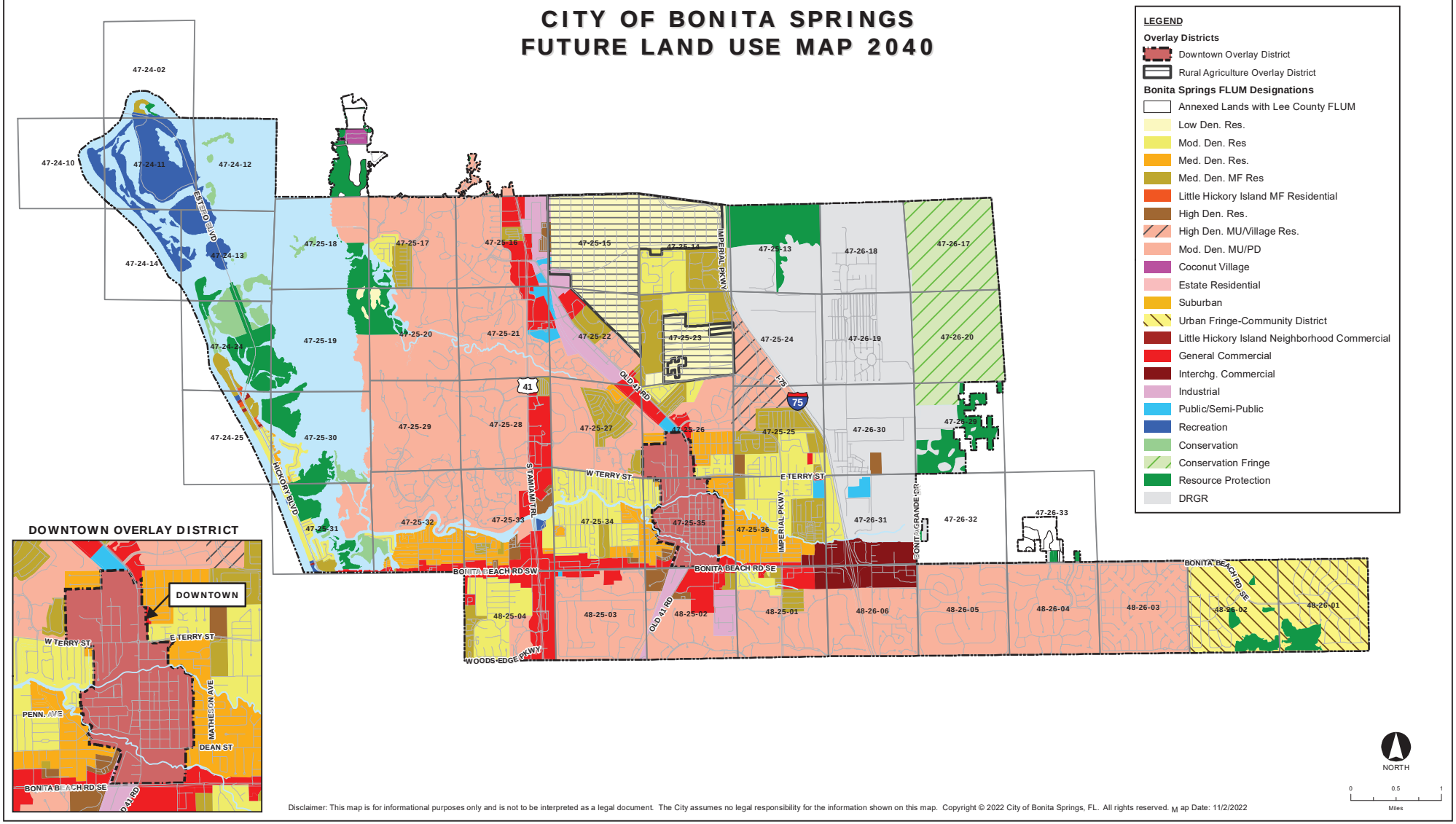
Laura Carr _____

Chris Corrie _____

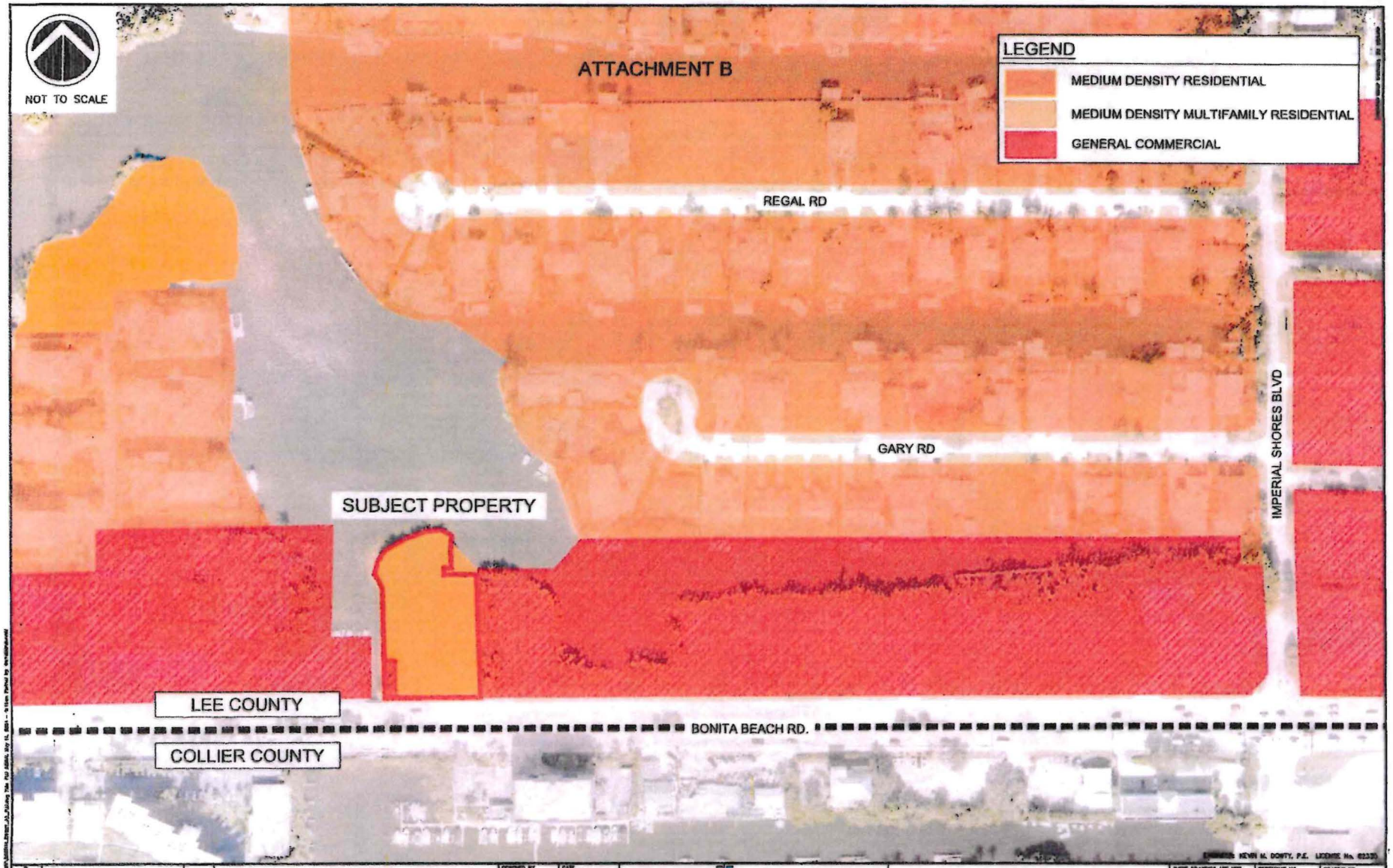
Nigel Fullick _____

Jim Fitzpatrick _____

ATTACHMENT A



Disclaimer: This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. Copyright © 2022 City of Bonita Springs, FL. All rights reserved. Map Date: 11/2/2022



HICKORY ON THE BAY

HOLEMONTES

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

EXHIBIT A-2
FUTURE LAND USE

PROJECT NO.	118
DRAWING NO.	2023118
SHEET NO.	2023.118
SHEET NO.	1 OF 1

HICKORY ON THE BAY

HOLEMONTES

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

EXHIBIT A-2
FUTURE LAND USE

PROJECT NO.	118
DRAWING NO.	2023118
SHEET NO.	1 OF 1

ATTACHMENT C

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.

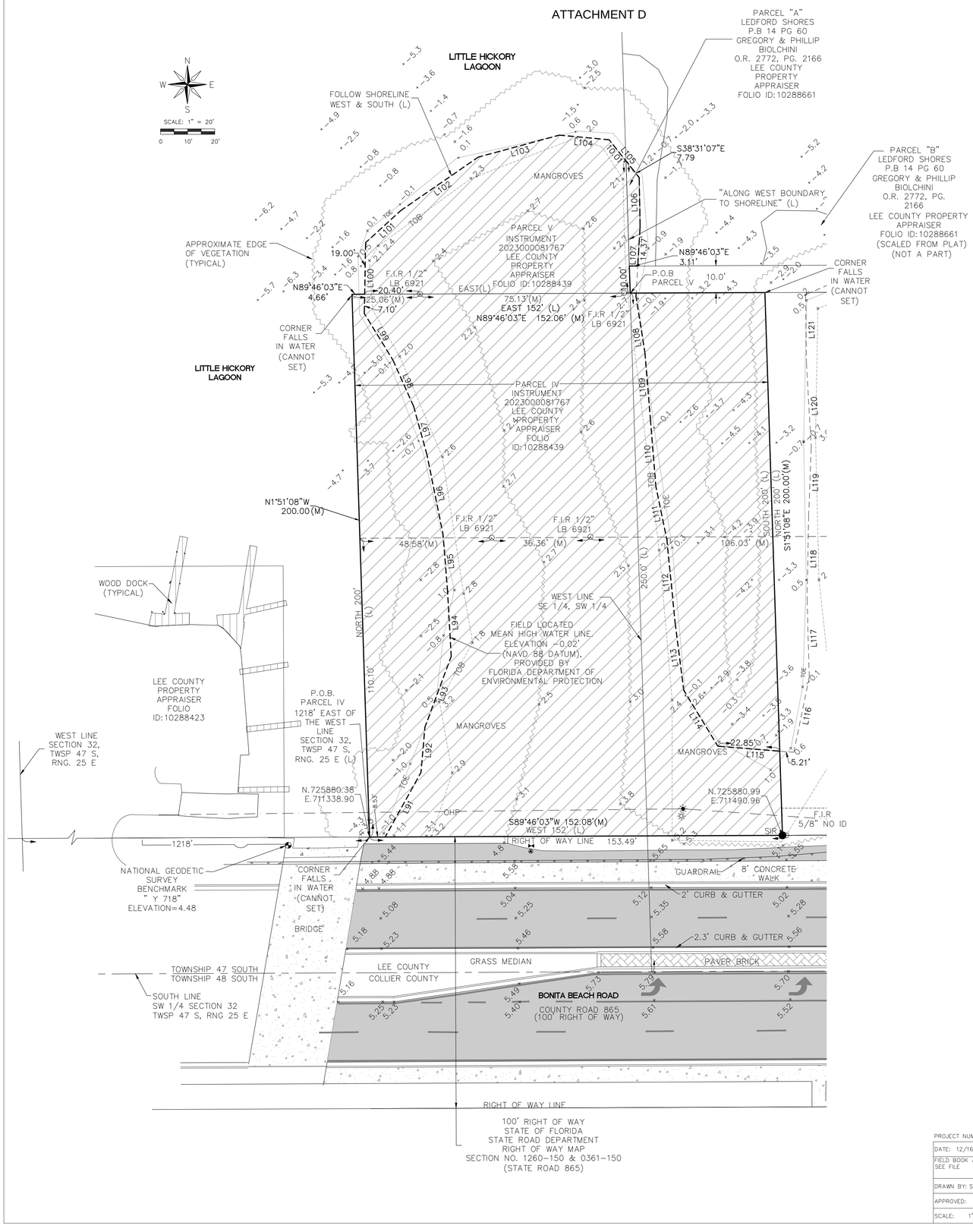
b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.

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.

(Ord. No. 17-08, § 1, 6-7-17)

ATTACHMENT D



Line Table		
Line #	Direction	Length
L91	S28°57'28"W	27.21
L92	S4°56'48"W	16.70
L93	S20°23'41"W	27.81
L94	S3°15'47"E	24.84
L95	S4°35'00"E	20.27
L96	S11°24'54"E	29.80
L97	S15°24'04"E	18.54
L98	S24°05'24"E	18.66
L99	S31°34'48"E	20.12
L100	S1°03'14"W	26.10
L101	S47°36'14"W	17.60
L102	S55°25'14"W	34.63
L103	S74°50'45"W	30.90
L104	N84°40'54"W	18.42
L105	N38°31'07"W	17.81
L106	N1°03'37"W	18.21
L107	N3°26'19"E	25.56
L108	N9°01'25"W	21.02
L109	N4°42'33"W	25.12
L110	N4°37'00"W	24.31
L111	N11°39'27"W	20.11
L112	N5°41'55"W	31.04
L113	N7°17'13"W	24.67
L114	N31°23'17"W	24.15
L115	N85°26'08"W	28.06
L116	S11°37'52"W	28.26
L117	S1°37'29"E	28.60
L118	S1°03'29"W	30.06
L119	S2°06'53"W	26.26
L120	S3°18'36"E	29.82
L121	S0°48'05"E	26.16

LEGEND

SIR	●	SET 5/8" IRON ROD & CAP (L.B. 8033)
F.P/K	△	FOUND PARKER-KAYLON NAIL
F.I.R.	○	FOUND IRON ROD (SIZE & ID AS NOTED)
F.A.C.		FLORIDA ADMINISTRATIVE CODE
L.S.		LICENSED SURVEYOR
L.B.		LICENSED BUSINESS
F.I.R.M.		FLOOD INSURANCE RATE MAP
P.B.		PLAT BOOK
PG.(S)		PAGE(S)
O.R.		OFFICIAL RECORDS
INST.		INSTRUMENT
NO.		NUMBER
TOE		APPROXIMATE TOE OF SLOPE
TOB		APPROXIMATE TOP OF BANK
P.O.B.		POINT OF BEGINNING
P.O.C.		POINT OF COMMENCEMENT
NAVD		NORTH AMERICAN VERTICAL DATUM
I.D.		IDENTIFICATION
(M)		MEASURED
(P)		PLAT
(L)		LEGAL
TWSP.		TOWNSHIP
RNG.		RANGE
OHP		OVERHEAD POWER LINES
PVC		POLY VINYL CHLORIDE
NO.		NUMBER
		FIRE HYDRANT
		GATE VALVE
		CONCRETE POWER POLE
		WOOD POWER POLE
		CLEANOUT
		SANITARY MANHOLE
		GUY ANCHOR
		SINGLE POST SIGN
XXXX		EXISTING SPOT ELEVATION
		PAVEMENT
		PAVER BRICK
		CONCRETE

LEGAL DESCRIPTION

(PROVIDED BY CLIENT)

PARCEL IV:
BEGINNING AT A POINT 1218 FEET EAST FROM WHERE THE WEST BOUNDARY OF SECTION 32, INTERSECTS WITH THE NORTH BOUNDARY OF BONITA BEACH ROAD, THENCE NORTH 200 FEET; THENCE EAST 152 FEET, THENCE SOUTH 200 FEET, THENCE WEST TO THE POINT OF BEGINNING, IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL V:
BEGINNING AT A POINT 250 FEET NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THIS WEST BOUNDARY TO THE SHORELINE; THEN FOLLOWING THIS SHORELINE TO THE WEST AND SOUTH TO A POINT 250 NORTH OF THE SECTION; THENCE EAST TO THE POINT OF BEGINNING.

AND

PARCEL "A", LEDFORD SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL SURVEYED HEREON

SURVEYORS NOTES

1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), VERIFIED BY REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN), WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, HAVING A BEARING OF S89°35'31"W.

2.) DIMENSIONS SHOWN HEREON ARE GRID DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

3.) THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4.) THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 10 FEET (NAVD 88), PER F.I.R.M. 12071C0654G, EFFECTIVE DATE 11/17/2022.

5.) FOUNDATIONS AND UTILITIES BENEATH THE SURFACE, IF ANY, HAVE NOT BEEN LOCATED.

6.) TOTAL AREA OF PROPERTY SURVEYED IS 0.805 ACRES ±.

7.) LAST DATE OF FIELD WORK WAS 06/21/23.

8.) THE INTENDED USE OF THIS SURVEY IS TO BE USED FOR DESIGN PURPOSES.

9.) ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS THEY RELATE TO NATIONAL GEODETIC SURVEY BENCHMARK "Y 718" (POINT IDENTIFICATION NUMBER DN3708), HAVING AN ELEVATION OF 4.48'.

10.) COORDINATES SHOWN HEREON WERE MEASURED USING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN). COORDINATES SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE NAD 83, 2011 ADJUSTMENT.

CERTIFICATION:

I HEREBY CERTIFY TO:

1. J.R. EVANS ENGINEERING, P.A.

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 05/25/2023 THROUGH 12/16/2024. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051-.053, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN E. BERRY License Number 5296 STATE OF FLORIDA Professional Surveyor and Mapper

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS INC. (L.B. #8033)

PROJECT NUMBER 23.24

DATE: 12/16/2024	
FIELD BOOK AND PAGE: SEE FILE	
DRAWN BY: SEB,JRB,MAC	
APPROVED: SEB	
SCALE: 1"=20'	

BOUNDARY SURVEY

LEE COUNTY PROPERTY APPRAISER
STRAP NO. 32-47-25-B4-00064.0000 AND 32 47 25 B4 0030A.0000
A PORTION OF SECTION 32, TOWNSHIP 47 SOUTH
RANGE 25 EAST, LEE COUNTY, FLORIDA

BBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD., SUITE 6
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315

\\10.0.0.10\data\PROJECTS\2023\23.24 HICKORY AT BAYSIDE\23.24 HICKORY AT BAYSIDE BNDY SURVEY STRAPS COMBINED.dwg

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

City of Bonita Springs
Local Planning Agency
Draft Meeting
Minutes

August 7, 2025
9:00 A.M.

1. **Call to Order** - *Chairman Steve Lohan called the meeting to order at 9:00 a.m.*

2. **Pledge of Allegiance** - *Chairman Lohan led the Pledge of Allegiance.*

3. **Roll Call** - *The City Clerk called the roll:*

   Present: 5 *Chairman Lohan, Members Maturo, Lombardo, Hartford, and Townsend*
   Absent: 2 *Members Dhooghe and Colapietro were excused*

4. **Approval of Agenda** - *Motion made by Member Maturo to approve the agenda; seconded by Chairman Lohan. The motion carried unanimously by members present.*

5. **Public Comment** - *Chairman Lohan announced public comments will be held after the presentations.*

6. **Review of the following comprehensive plan amendments for consistency with the City of Bonita Springs Comprehensive Plan:**

   A. Case Name: HICKORY ON THE BAY COMPREHENSIVE PLAN AMENDMENT (CPA23-109179-BOS)

   TO AMEND THE CITY OF BONITA SPRINGS FUTURE LAND USE MAP TO RE-DESIGNATE APPROXIMATELY 0.7 ACRES +/- FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY, TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY OF A PROPERTY LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST.

   Mary Tornberg, Senior Planner with Community Development, introduced the item and provided a brief overview of the proposed amendment. The request is to change the Future Land Use Map from Multi-Family Residential to General Commercial.

   Rich Yovanovich, attorney for the applicant, presented an overview of the project and the applicant's request, stating the request is to correct an incorrect designation. The property is already zoned commercial, but the comprehensive plan has a different use attached. He is requesting a small-scale map change from multi-family residential to general commercial to match the surrounding area.

   Mary Tornberg reviewed the staff analysis which included the history of the site prior to the City's incorporation. Ms. Tornberg stated staff recommends approval of the requested amendment, for consistency with the General Commercial land use category designations of the surrounding parcels.

Public Comment

- *Terry Lenick, attorney representing the Bonita Fish House, spoke in opposition to the proposed redesignation. He commented that the signage intended to notify the public of the hearing was insufficiently displayed. He also expressed concerns regarding traffic and environmental impacts.*
- *Jesse Olsovsky, a neighboring homeowner, spoke in opposition to the proposed redesignation, citing noise concerns.*
- *John Guyett, a neighboring homeowner, spoke in opposition to the proposed redesignation, citing incompatibility with the residential neighborhood.*
- *Susan Guyett, a neighboring homeowner, spoke in opposition to the proposed redesignation, citing environmental and noise concerns.*
- *Stu Young spoke in opposition to the proposed redesignation, citing incompatibility with the residential neighborhood and environmental concerns.*

Mr. Yovanovich responded to the public concerns. He stated the signage was properly placed and is in compliance with City standards. He also stressed that the property is zoned commercial; however, it is the only property on the corridor placed in the residential land use category. The entire corridor was always intended to be commercial.

John Dulmer, Community Development Director, answered questions from the Board regarding the environmental impact, and residential verses commercial land use categories.

Motion and Vote

Member Townsend made a motion to recommend approval of the requested amendment to the Future Land Use Map, redesignating the property's land use category from Residential to General Commercial; Seconded by Member Lombardo. The City Clerk recorded the vote by roll call. ***The motion carried 5-0.***

7. Selection of a Vice Chair

Chairman Lohan made a motion to select Ray Townsend as Vice Chair; Seconded by Member Maturo. ***The motion carried 5-0***

8. Approval of minutes from the LPA meeting held on May 22, 2025

Member Townsend made a motion to approve the minutes; seconded by Member Lombardo. ***The motion carried 5-0.***

9. Adjournment - *There being no further business, Chairman Lohan adjourned the meeting at 9:45 A.M.*

PREPARED BY:

_____
Teresa C. Grimes

APPROVED BY THE LOCAL PLANNING AGENCY

Date: _____

_____
Steve Lohan, Chairman

Draft

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-228
September 17, 2025

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY FIVE (5) ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICTS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS, AND TO REQUEST EIGHT (8) DEVIATIONS; LOCATED AT 4570, 4612, 4640, 4654, 4696, AND 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Tornberg, Esq., AICP, Senior Planner, Community Development

AGENDA SECTION: Public Hearings - Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: The request is to rezone approximately five (5) acres of vacant property within the Bonita Beach Road Corridor Overlay, to a Commercial Planned Development (CPD) zoning designation.

The Applicant also requests a companion Comprehensive Plan Amendment petition (CPA23-109179-BOS) to amend the two western-most parcels so the entire project will be located within the General Commercial future land use category.

Staff recommends approval, subject to the amended conditions, which were amended after publication of the Staff Report, and again amended based on Council concerns at the first reading.

Zoning Board recommended approval of the petition (5-1) at their August 19, 2025, meeting, with the revised conditions, and direction to Staff to coordinate with the Applicant regarding a potential deviation for consideration of removal of the proposed courtyard wall and drive-thru wall shown on the Master Concept Plan. The Applicant's updated documents are provided in your packet.

The first reading and public hearing was held on September 3, 2025. At that time, Council provided consideration and feedback of the proposed MCP and conditions. Concerns of noise, dock locations and operation were expressed. Staff has revised the proposed conditions to address Council's concerns. These are further explained in the attached Memorandum.

The Applicant has since responded to these proposed conditions. Staff analysis is included in the Memorandum.

STAFF RECOMMENDATION: Approve with the Recommended Revised Conditions.

ATTACHMENTS:

1. Staff Memorandum
2. Draft Zoning Ordinance (prepared by City Attorney)
3. Draft Zoning Board Meeting Minutes from August 19, 2025
4. Revised Staff Recommended Conditions
5. Applicant's Staff Recommended Conditions Response
6. Updated Applicant Schedule of Deviations and Justifications
7. Staff Report with Exhibits and Attachments

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept Director:	John Dulmer, AICP

COMMUNITY DEVELOPMENT
MEMORANDUM

RE: PD23-109173-BOS Hickory on the Bay Commercial Planned Development (CPD), Supplemental Materials

---

Supplemental Information since the Zoning Board Public Hearing

Below is a listing and brief explanation of the supplemental information transmitted to the Applicant and received after the August 19, 2025, Zoning Board public hearing.

1. Revised Deviations and Justifications: This exhibit includes a revised Deviation 4 and Deviation 5 relative to the previously proposed courtyard wall and drive-thru wall. Staff agrees with the deviation language. The Applicant has prepared unofficial exhibits that were shown at the First Reading. This included metal panels and vegetation to provide the required buffering. Additional landscaping will be required at time of development to meet the intent of the applicable LDC Sections. If approved, Attachment C (Architectural Elevations) must be updated.
2. Revised Master Concept Plan: The Applicant has proposed modifications as identified below. If approved, Condition 1 (date stamp) and Attachment B (Master Concept Plan), Attachment C (Architectural Elevations), and Attachment D (Valet Plan) must be updated.
    a. Deviation language
    b. Revised location of proposed walls
    c. Required Parking Counts- Staff will further discuss at the Second Reading.
3. Revised Conditions: Further analyzed below.

Staff Recommendation

During the City Council first reading and public hearing on September 3, 2025, Council expressed concerns of noise from outdoor consumption on premises, live music, and boaters. Staff provided revised conditions of approval to address these concerns. These were provided to the Applicant and their proposed revisions are analyzed below:

1. Proposed Amended Condition 5. Parking reduction and test period.
    a. Staff has worked with the Applicant extensively on this project to ensure site functionality. The Applicant previously requested a Valet Plan to allow for a reduction of restaurant parking, which Staff supported. The Applicant has now requested a deviation and parking reduction with a two-year test period. While reductions may be considered at time of planned development, sufficient professional data is required to review the request. This was not provided at the time of this Memorandum, providing Staff

concern as to the feasibility of the proposed count functionality of the site. Additionally, a two-year test period provides too long of a period for a site to not properly function, potentially creating safety concerns for patrons and travelling traffic. The Applicant will also need to further explain if they are requesting to remove the Valet Plan (Exhibit D) entirely.

2. Amended Condition 9. Outdoor Consumption on Premises and Noise Control.
    a. Staff is recommending an addition of Condition 9.a. to provide a conditional approval for outdoor consumption on premises and outdoor music. This would require the Applicant to come back before Council to review how the site is operating and comply with the Noise Ordinance.
        i. The Applicant disagrees that this restricted conditional period shall also apply to the outdoor consumption on premises. Additionally, they propose the removal of the ability to make the ordinance null and void.
            1. Staff disagrees that the conditional approval should only apply to the outdoor music request.
            2. Staff agrees that future Council action should not void the ordinance in totality, but rather void the ability of outdoor consumption on premises or outdoor music, pursuant to Condition 9.
    b. Condition 9.c. adds the requirement to cease consumption on premises fifteen (15) minutes prior to the end of the hours of operation.
    c. Condition 9.e. provides more specific sound engineering requirements for live and outdoor music.
        i. The Applicant did offer a condition that outdoor music cease at 9:00 PM Sunday-Thursday, which Staff appreciates.

3. Condition 10.d. i. Wet Slips.
    a. Staff proposes the addition of a condition that the wet slips be located at the western-most side first so if fewer than the 37 wet slips are permitted by the State and Federal agencies, most are focused on the western side and fewer wet slips occupy the canal.
        i. The Applicant proposes to change that condition contingent on if they receive slip approval for fewer than 25 wet slips.
            1. As an effort to reduce noise and boat traffic within the canal, Staff would still recommend the requirement that this condition apply for any number fewer than 37 wet slips.

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY FIVE (5) ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICTS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS; LOCATED AT 4570, 4612, 4640, 4654, 4696, AND 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bayside Holdings on Hickory, LLC has requested to rezone approximately five (5) acres of vacant property within the Bonita Beach Road Corridor Overlay, to a Commercial Planned Development (CPD) zoning designation

WHEREAS, the properties are located on the eastern side of Bonita Beach Road, north of Imperial Shores Blvd. The addresses provided are: 4570, 4612, 4640, 4654, 4696, and 4752 Bonita Beach Road Southwest. The Applicant indicates the STRAP numbers are: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 and 32-47-25-B4-0030B.0000; and, is described more particularly as:

See Exhibit “A”

WHEREAS, a Public Hearing was advertised and heard on August 19, 2025 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”), who gave full consideration to the evidence available and recommended approval (5-1) of the applicant’s request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk; and

WHEREAS, the case was presented for First Reading for the City Council at their September 2, 2025, meeting; and

WHEREAS, City Council at their September 17, 2025, meeting considered the record of the Zoning Board on Case PD23-109173-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone ±5 acres from Residential Planned Development (RPD) to Commercial Planned Development, preserving existing duplex structures. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B."

2. Schedule of Uses (not to exceed 23,717 commercial square feet:

    a. Accessory Uses and Structures
    b. Administrative Offices
    c. Clothing Stores, General
    d. Consumption on Premises Associated with Restaurant, Group III, including Outdoor Seating Areas
    e. Drive-Thru Facility (Limited to One (1))
    f. Dwelling Units: Multiple-Family Building (A Maximum of Six (6) Dwelling Units)
    g. Essential Services
    h. Essential Service Facilities, Group I
    i. Excavation, Water Retention, Including Excess Spoil Removal in Compliance with the LDC, subject to Condition 9.
    j. Fences, Walls
    k. Food Stores, Group I
    l. Gift and Souvenir Shop
    m. Open Space (Minimum 20% Required)
    n. Package Sales for Off-Premises Consumption- limited to One (1) for sales within the ancillary retail store of the Waterfront Restaurant.
    o. Parking Lot, Accessory
    p. Rental or Leasing Establishments, Group I (Kayaks, Stand-up Paddle Boards, and Other
    q. Non-Powered Personal Water Vessels)
    r. Residential Accessory Uses
    s. Restaurant, Fast Food
    t. Restaurant, Group I, II, and III; With Outdoor Seating

u. Signs, In Accordance with Chapter 6
v. Temporary Uses
w. Variety Store with Package Sales of Alcohol for Off-Premises Consumption, Located within the Waterfront Restaurant (Limited to One (1)). No consumption of package beverages shall take place on the Properties or associated wet slips.
x. Multi-Slip Docking Facility (Private), Wet Slips, Accessory (A Maximum of 37 Wet Slips). These slips shall be transient and only be available for use by patrons of the commercial uses within the CPD, subject to Condition 10. Slips are not to be rented or sold. No boat ramp shall be provided, nor parking for vehicles and trailers. No dry storage, service, repairs, rentals, or sale of marine fuel and lubricants shall occur.

3. Property Development Regulations: The Applicant proposes the following minimum property development standards:

Regulation	**Standards**
Lot Width	As depicted in Master Concept Plan
Lot Depth	As depicted in Master Concept Plan
Min. Lot Area	As depicted in Master Concept Plan
Max. Lot Coverage	40%
Max. Height	35 feet (2 stories) where as shown in MCP
Street Setback*	Min. 15 feet, Max. 25 feet
Side Setback	5 feet
Rear Setback **	20 feet (principal) 10 foot; (accessory)
Waterbody Setback***	25 feet (principal) 10 foot; (accessory)**
Preserve Setback	30 feet (principal) 0 feet (accessory)
Open Space	20%

*Per Deviation (4), their associated setback shall not be applicable to principal waterfront structures and accessory structures.
**A minimum setback of 0 ft. from waterbodies shall be permitted for pedestrian boardwalks and outdoor seating. This includes outdoor seating that is structurally part of the principal structure, for the waterfront restaurant only.
***Measured from the mean high-water line.

Deviations:

1. A deviation from LDC Section 3-289(A), Special Access Provisions for Bonita Beach Road, which requires a minimum connection separation of 660 feet for any access to Bonita Beach Road, to allow a minimum connection separation of 200 feet.

2. A deviation from LDC Section 3-418(D)(3), Buffer Requirements, which requires a minimum 5-foot wide Type A buffer between commercial uses, to allow no landscape buffer between commercial uses internal to the property.

3. A deviation from LDC Section 3-418(D)(3), Buffer Requirements, which requires a minimum 15-foot-wide Type D buffer along rights-of-way, to allow a section of the required perimeter landscape buffer to be 5-feet in width in the location depicted on the Master Concept Plan.

4. A deviation from LDC Section 4-899, Bonita Beach Road Corridor Overlay Site Design Standards:

    a. LDC Section 4-899(A), Property Development Regulations, which requires a maximum street setback of 25 feet within the Beach Zone of the Bonita Beach Road Corridor Overlay, to allow no maximum street setback for principal waterfront structures and accessory structures.
    b. LDC Section 4-899(B)(4)B, Parking Placement, which requires surface parking lots shall not be permitted on a frontage line or within 30 feet of the frontage line within the Commercial, Historic, and Beach Zone, to allow for parking to be setback 20 feet from the frontage line.
    c. LDC Section 4-899(B)(4)C., Parking Placement, which restricts parking within the Beach, Commercial, and Historic Zone to the side or rear yards of those properties fronting Bonita Beach Road, to allow for parking within the Bonita Beach Road frontage and no street wall or opaque screen.
    d. LDC Section 4-899(B)(4)D.II., Buffering Adjacent Property, which requires that roads, drives, or parking areas located less than 125 feet from an existing residential dwelling or residential lot, a solid fence, opaque hedge, or combination berm and solid fence or opaque landscaping hedge not less than six feet in height must be constructed along the property line, to allow for the buffer to consist of the existing mangroves and native vegetation along the shoreline.
    e. LDC Section 4-899(B)(7), Dumpsters, which states that dumpsters shall not be located on frontage lines, to allow for a dumpster within the Bonita Beach Road frontage in the location depicted on the Master Concept Plan.

5. Parking. Parking shall be provided consistent with LDC Sec. 4-1728, et seq., to be reviewed at time of local development order. When valet is not provided, a reduced square footage of the restaurant shall be utilized for occupancy, provided parking is provided at the required rate in the LDC. Should the proposed Valet Plan (Exhibit “D”), not function accordingly, the Project is required to provide proposed alternatives to correct the deficiency, to be reviewed by Community Development. A parking reduction may be reviewed administratively with sufficient data, consistent with LDC Section 4-1735.

6. The drive-thru facilities shall be generally consistent with Exhibit C, as further conditioned in this Staff Report, and shall be further analyzed by the City Architect at time of local development order.

7. The Applicant shall provide an easement to the public for the use of the multi-modal pathway through the site.

8. The golf cart parking on site is solely intended for maintenance and operation purposes of the site. Patrons are not permitted to bring golf carts to the site for any purpose unless they are authorized to be legally driven on the public roadways and shall be parked within the designated vehicle parking spaces.

9. Consumption on Premises and Bonita Springs Noise Control Ordinance.

    a. This outdoor consumption on premises and outdoor music request is conditionally approved for one (1) year from the date of Certificate of Occupancy of the waterfront restaurant or three (3) valid violations of the City's Noise Ordinance are documented, whichever occurs first. After the sooner threshold, Staff and the Applicant shall come back to City Council, who will consider the record, which is preserved as of the date of adoption, and any new information which occurs during the test period. No additional application is necessary. City Council's actions will be by ordinance, in which they will decide whether to continue the ordinance with existing conditions, approve Applicant's requested conditions or adopt additional conditions deemed necessary as a result of the test period, or at that time, make null and void the ordinance.
    b. The kitchen shall stay open during all hours of operation.
    c. The sale and service of alcoholic beverages for on-site consumption will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals. Hours of operation are limited from:
        i. Indoor
            1. 9:00 AM- 10:00 PM Sunday-Thursday
            2. 9:00 AM- 11:00 PM Friday and Saturday
        ii. Outdoor
            1. 9:00 AM- 9:30 PM Sunday through Thursday
            2. 9:00 AM- 10:00 PM Friday and Saturday
    d. Live Entertainment Restrictions:
        i. Live entertainment shall not be permitted in outdoor areas unless explicitly approved at the time of local development order. Such approval must be accompanied by:
            1. A certified sound study conducted by a qualified acoustical professional; and
            2. A sound engineering plan demonstrating compliance with the Bonita Springs Noise Control Ordinance; and
            3. The sound engineering plan shall provide a specific location for the band/performer location, rear elevations at the building and specific proposed setups which shall include the requested open windows/doors/openings.
        ii. Outdoor Music and Sound Requirements:
            1. Any music or sound that is piped into or played in outdoor seating areas shall:

a. Be transmitted exclusively through a professionally sound-engineered system; and
b. Not exceed 70 dBA, as measured from the property line, in addition to those standards set forth in the City's Noise Control Ordinance.

iii. All televisions, speakers and lighting shall be oriented towards the site. The Applicant will also provide, to the greatest extent possible, sound deadening equipment and angle their speakers in a manner that reduces sound travel to nearby residents.

iv. If televisions are located outside, the sounds from the televisions shall not exceed 70 dba when measured from the property line. Televisions screens and lighting cannot be visible or emanate glare onto any arterial, collector or local road or onto properties outside the boundaries of Exhibit A.

v. All lighting shall be Dark Skies compliant, consistent with LDC Section 3-269.

10. Environmental

a. In support of Deviation 4, a Planting Plan shall be provided with the Preserve Management Plan to provide sufficient buffering with appropriate native vegetation after invasive exotic vegetation removal. The Preserve Management Plan shall be provided at the time of local development order application. Plantings outside of the indigenous preserve will be provided with the Landscape Plan. These plantings shall be installed prior to the start of vertical building construction on the site.

i. Additionally, after the removal of exotic vegetation, supplemental shoreline planting shall be provided to ensure the parking is adequately buffered.

b. In support of Deviation 5, at the time of local development order, the landscape and architectural plans shall demonstrate screening and buffering that meets the intent of this code section.

c. Prior to issuance of local development order and associated building permits, the Applicant shall demonstrate consistency with the Lee County Manatee Protection Plan. The wet slip count confirmation, and amount of law enforcement fee payment required for consistency shall be provided to City staff and shall be completed/paid prior to the use of the docks or as required by Lee County.

d. A maximum of thirty-seven (37) wet slips are permitted for the project, in the areas outlined in the Master Concept Plan, as further restricted by agency review. This number is subject to reduction based on permitting review from all required agencies, including but not limited to the Lee County Manatee Protection Plan and Conservation/Coastal Management Element of the Bonita Plan consistency.

i. If fewer than 37 wet slips are approved as part of the County and State review, those slips on the eastern position of the site shall be eliminated and work towards the west.

ii. These wet slips are solely intended on a transient basis to serve the patrons visiting the on-site commercial uses. Overnight and

permanent docking are prohibited. Occupancy of the dock is solely permitted for docking during use of the site. After restaurant/retail use is complete, vessels shall leave the dock. Patrons of the site are subject to the Bonita Springs Noise Control Ordinance at all times.

iii. Signage shall be posted indicating use rules of docking facilities. Additionally, signage shall be installed in visible location warning slip users against dumping of any wastes into the waterway.
    1. Boat mooring is not permitted overnight. Slips are not available for rent or lease for use as boat storage.
    2. No fueling facilities or boat services and repairs permitted.

iv. The mangroves shall not be trimmed for the purpose of providing view corridors to the water.

e. The kayak launch is solely intended for the patrons renting the non-powered personal water vessels on the day of rental.
    i. Storage of all non-powered personal water vessels shall be delineated at time of local development order and designed to meet LDC Chapter 3-486 et. seq. Storage in designated parking spaces is not permitted.

11. Transportation and Multimodal
    a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. At time of local Development Order, the Applicant shall submit a complete Traffic Impact Statement (TIS) in accordance with the LDC. Additional conditions for off-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
    b. At time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
    c. All work within County maintained rights-of-ways (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). Accordingly, the Applicant will need to coordinate with LDOT for additional/separate permitting, design requirements and material specifications, approvals, and inspections.

12. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order

and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

Exhibits:

A. Legal Description and Sketch of the Subject Property
B. Master Concept Plan dated March 20, 2025
C. Proposed Architectural Elevations
D. Proposed Valet Parking Plan

Attachments:

A. Staff Informational Analysis
B. Applicant's Informational Analysis

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of September, 2025.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:	Carr	Corrie
	Purdon	Fullick
	Fitzpatrick	Bogacz
	Gibson	

Date filed with City Clerk: _____

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

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

(Draft) Meeting Minutes
Tuesday, August 19, 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

Board Member Gambrell led the Pledge of Allegiance.

3. ROLL CALL

Present – Rascio, Waterhouse, Gambrell, Benson, Winn, and Hershenson (via zoom)
Absent – Galloway

Board Member Waterhouse made a motion to allow Member Hershenson to participate via zoom; Seconded by Board Member Benson. ***The motion carried 5-0***

4. PUBLIC HEARINGS

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

City Attorney Rooney swore in all those who intended to give testimony.

A. CASE NAME: TELCOFACILITIES SPECIAL EXCEPTION (SPE24-118640-BOS)

A SPECIAL EXCEPTION REQUEST TO ALLOW A GROUP II ESSENTIAL SERVICE FACILITY (DATA CENTER) ON A PROPERTY LOCATED WITHIN THE BEACH ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY.

Mike Fiigon, Senior Planner with Community Development, gave a brief overview of the project, stating it is an essential service providing internet connections with North and South America. Mr. Fiigon also went over the criteria for the special exception, and stated there are no requested deviations.

Wayne Arnold with Q. Grady Minor & Associates gave presentation. The property is located off of Imperial River Road and Bonita Beach Road, approximately .72 +/- acres. The project is for a data center which will have a low volume of employees to monitor servers, thus having low traffic. Mr. Arnold also stated the property is designated commercial with residents to the north. They have reviewed all criteria and agree with staff proposed conditions. They are also mitigating the gopher tortoises on property.

Chairman Rascio called for public comments. Seeing none, and with no further questions from board members, he called for a motion. Board Member Waterhouse made a motion to approve the Special Exception with the conditions proposed by staff; Seconded by Board Member Benson. ***The motion carried 5-0. (Hershenson, attending remotely, did not vote due to a technical issue)***

B. CASE NAME: HICKORY ON THE BAY COMMERCIAL PLANNED DEVELOPMENT (PDE23-109173-BOS)

A REQUEST TO REZONE APPROXIMATELY 5.0 +/- ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATIONS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS

Mary Tornberg, Senior Planner with Community Development, gave a brief introduction of the project, stating this is a Rezone of 8 parcels to Commercial and went over revisions that the applicant agreed with. She also went over revisions that the applicant agrees with. Staff recommends approval.

Rich Yovanovich with Coleman, Yovanovich & Koester gave the presentation on behalf of the applicant. The applicant is requesting 5.07 +/- acres to be rezoned to Commercial PUD with six (6) multifamily residential units within the Bonita Beach Road Overlay. Mr. Yovanovich went over revisions that clarify size, parking, hours of operation, live entertainment, kayak storage and re-establishing an outdoor restaurant.

Traci Kautzman, applicant, read aloud a statement on the vision for the property.

Robert Mulhere, Planner with Bowman Consulting discussed the schedule of uses, property regulations, master concept plan, and parking requirements.

Mr. Ted Treesh with Transportation Consultants went over the traffic analysis and access plans. There will not be changes to the median openings on Bonita Beach Road unless the permit requires it.

Board Member Gambrell asked about the dates that the traffic studies were conducted. Mr. Treesh stated there were multiple studies performed, the latest one in December 2024.

Tim Hall with Turell Hall & Associates provided a history of the property, went over environmental issues and stated there will not be permanent storage of boats, even for residents.

Mr. Yovanovich answered questions from the Board regarding parking, the placement of a wall in *compliance with setback requirements, and the courtyard in front of the restaurant.*

Public Comment:
Doug Graham had questions regarding vehicle stacking for the drive-through along Bonita Beach Road.

Seeing no additional public comment, Chairman Rascio called for a motion. Board Member Waterhouse made a motion to recommend approval of the rezone request with the revised staff proposed conditions; Seconded by Board Member Winn. A discussion ensued regarding the wall versus a landscaping plan along Bonita Beach Road. Staff and Mr. Yovanovich answered questions from board members regarding

the setback requirements and a wall versus a landscaping plan. Mr. Yovanovich stated there was no request for a deviation to the setback requirement; however, the applicant would prefer an appropriate landscaping plan rather than a wall.

Board Member Waterhouse amended her motion to further recommend that between now and the City Council hearing, the applicant and staff work together on a deviation to the set-back standard for Bonita Beach Road. Board Member Winn, agreeing with the motion maker's amended motion, amended his *second accordingly.* ***The motion carried 5-1 (Chairman Rascio opposed)***

5. APPROVAL OF MINUTES: Meeting of July 15, 2025

Board Member Winn motioned to approve the minutes; Seconded by Board Member Waterhouse. ***The motion carried 6-0.***

6. UPDATE ON PREVIOUS CASES:

Provided by Jackie Genson, Planning and Zoning Manager.

7. PUBLIC COMMENT

Chairman Rascio called for any additional public comment. There were none.

8. NEXT MEETING: *The next meeting is scheduled for September 16, 2025.*

9. **ADJOURNMENT:** *There being no further business, Chairman Rascio adjourned the meeting 10:23 a.m.*

Prepared by:

_____
Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

_____
Anthony Rascio, Chairman

Draft

RECOMMENDATION (Revised 9/8/2025):

The City Staff recommends **APPROVAL, with conditions,** of Petition PD23-109173-BOS, Hickory on the Bay CPD, which proposes to rezone approximately 5± acres from the Beach Zone of Bonita Beach Road Corridor Overlay and Residential Planned Development (RPD) to Commercial Planned Development (CPD). This recommendation of APPROVAL is subject to the following conditions.

Conditions: ((Applicable to Conditions 3 and 4 only) Where underline or strikethrough occurs, Staff is notating the difference from the Applicant's proposed request in Staff's recommendation.)

1. This request is only permitted provided the companion Comprehensive Plan Map Amendment, CPA23-109179-BOS is approved.
2. The project shall be consistent with the Master Concept Plan titled "Hickory on the Bay Master Concept Plan" prepared by J.R. Evans Engineering., dated March 20, 2025, attached hereto and made a part hereof (**Exhibit "B"),** except as modified by the conditions below. This development must comply with all requirements of the Bonita Springs Land Development Code (LDC) at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary**.**

3. Schedule of Uses: **(not to exceed 23,717 square feet of commercial uses (not to exceed 25,500 square feet upon an acceptable review))**
    1. Accessory Uses and Structures
    2. Administrative Offices
    3. Clothing Stores, General
    4. Consumption on Premises Associated with Restaurant, Group III, including Outdoor Seating Areas
    5. Drive-Thru Facility (Limited to One (1))
    6. Dwelling Units: Multiple-Family Building (A Maximum of Six (6) Dwelling Units)
    7. Essential Services
    8. Essential Service Facilities, Group I
    9. Excavation, Water Retention, Including Excess Spoil Removal in Compliance with the LDC, subject to Condition 9.
    10. Fences, Walls
    11. Food Stores, Group I
    12. Gift and Souvenir Shop
    13. Open Space (Minimum 20% Required)
    14. Package Sales for Off-Premises Consumption- limited to One (1) for sales within the ancillary retail store of the Waterfront Restaurant.
    15. Parking Lot, Accessory
    16. Rental or Leasing Establishments, Group I (Kayaks, Stand-up Paddle Boards, and Other Non-Powered Personal Water Vessels)

17. Residential Accessory Uses
18. Restaurant, Fast Food
19. Restaurant, Group I, II, and III; With Outdoor Seating
20. Signs, In Accordance with Chapter 6
21. Temporary Uses, subject to LDC Section 4-2124
22. Variety Store with Package Sales of Alcohol for Off-Premises Consumption, Located within the Waterfront Restaurant (Limited to One (1))- No consumption of package beverages shall take place on the Properties or associated wet slips.
23. Multi-Slip Docking Facility (Private), Wet Slips, Accessory (A Maximum of 37 Wet Slips). These slips shall be transient and only be available for use by patrons of the commercial uses within the CPD, subject to Condition 10. Slips are not to be rented or sold. No boat ramp shall be provided, nor parking for vehicles and trailers. No dry storage, service, repairs, rentals, or sale of marine fuel and lubricants shall occur.

4. Property Development Regulations:

These property development regulations set forth herein apply to all land uses within the Hickory on the Bay CPD. Standards not specifically set forth herein shall ~~not~~ be those specified in applicable sections of the Land Development Code in effect as of the date of approval of the development order. The project shall be consistent with the Bonita Beach Road Corridor Overlay, except where specific deviations are approved.

Minimum Lot Area and Dimensions:

The minimum lot area, width, and depth are as depicted on the Master Concept Plan for the entire project. No divisions or lot splits shall be granted for this development unless the planned development is amended to provide alternative property development regulations.

Minimum Setbacks:

Street: (Bonita Beach Road): 15 ft.
Principal and Accessory Structures
Sides: 5 ft.
Rear (Waterbody): 25 ft. Principal structures, measured from mean high-water line***
10 ft. Accessory Structures** measured from mean high-water line. ***
Rear (Property Line): 20 ft. Principal Structures**/***
10 ft. Accessory Structures**/***
Preserve: 30 ft. Principal Structures;
0 ft. Accessory Structures

** A minimum setback of 0 ft. from waterbodies shall be permitted for pedestrian boardwalks and outdoor seating. This includes outdoor seating that is structurally part of the principal structure, for the waterfront restaurant only.
*** Most restrictive applies

Minimum Building Separation:
50% of the sum of the heights of the buildings, but not less than 15 ft.

Minimum Open Space: 20%

Maximum Lot Coverage: 40%

Maximum Building Height: 35 ft. (2 Stories permitted where shown on the **approved Master Concept Plan** ~~site plan~~, maximum 35 ft.)

5. Parking. Parking shall be provided consistent with LDC Sec. 4-1728, et seq., to be reviewed at time of local development order. When valet is not provided, a reduced square footage of the restaurant shall be available for occupancy, provided parking is provided at the required rate in the LDC. Should the proposed Valet Plan **(Exhibit "D")**, not function accordingly, the Project is required to provide proposed alternatives to correct the deficiency, to be reviewed by Community Development. A parking reduction may be reviewed administratively with sufficient data, consistent with LDC Section 4-1735.
6. The drive-thru facilities shall be generally consistent with **Exhibit C**, as further conditioned in this Staff Report, and shall be further analyzed by the City Architect at time of local development order.
7. The Applicant shall provide an easement to the public for the use of the multi-modal pathway through the site.
8. The golf cart parking on site is solely intended for maintenance and operation purposes of the site. Patrons are not permitted to bring golf carts to the site for any purpose unless they are authorized to be legally driven on the public roadways and shall be parked within the designated vehicle parking spaces.
9. Consumption on Premises and Bonita Springs Noise Control Ordinance.
    a. **This outdoor consumption on premises and outdoor music request is conditionally approved for one (1) year from the date of Certificate of Occupancy of the waterfront restaurant or three (3) valid violations of the City's Noise Ordinance are documented, whichever occurs first. After the sooner threshold, Staff and the Applicant shall come back to City Council, who will consider the record, which is preserved as of the date of adoption, and any new information which occurs during the test period. No additional application is necessary. City Council's actions will be by ordinance, in which they will decide whether to continue the ordinance with existing conditions, approve Applicant's requested conditions or adopt additional conditions deemed necessary as a result of the test period, or at that time, make null and void the ordinance.**
    b. The kitchen shall stay open until an hour before the restaurant closes.

c. **Consumption on Premises shall cease fifteen (15) minutes prior to the end of the hours of operation.**

d. The sale and service of alcoholic beverages for on-site consumption will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.

   Hours of operation ~~and consumption on premises~~ are limited from:

   1. Indoor
      a. 9:00 AM- 10:00 PM Sun-Thurs
      b. 9:00 AM- 11:00 PM Fri and Sat
   2. Outdoor
      a. 9:00 AM- 9:30 PM Sun through Thurs
      b. 9:00 AM- 10:00 PM Fri and Sat

e. **Live Entertainment Restrictions:**

   ~~There shall be no live entertainment in the outdoor area unless approved at time of local development order with the submittal of a certified sound study and sound engineering to ensure compliance with the Noise Control Ordinance. Music or sound that is piped into the outdoor seating areas shall not exceed 70 dba when measured from the property line.~~

   i. **Live entertainment shall not be permitted in outdoor areas unless explicitly approved at the time of local development order. Such approval must be accompanied by:**
      1. **A certified sound study conducted by a qualified acoustical professional; and**
      2. **A sound engineering plan demonstrating compliance with the Bonita Springs Noise Control Ordinance; and**
      3. **The sound engineering plan shall provide a specific location for the band/performer location, rear elevations at the building and specific proposed setups which shall include the requested open windows/doors/openings.**
   ii. **Outdoor Music and Sound Requirements:**
      1. **Any music or sound that is piped into or played in outdoor seating areas shall:**
         a. **Be transmitted exclusively through a professionally sound-engineered system; and**
         b. **Not exceed 70 dBA, as measured from the property line, in addition to those standards set forth in the City's Noise Control Ordinance.**
   iii. All televisions, speakers and lighting shall be oriented towards the site. The Applicant will also provide, to the greatest extent possible, sound deadening equipment and angle their speakers in a manner that reduces sound travel to nearby residents.

iv. If televisions are located outside, the sounds from the televisions shall not exceed 70 dba when measured from the property line. Televisions screens and lighting cannot be visible or emanate glare onto any arterial, collector or local road or onto properties outside the boundaries of **Exhibit A**.

v. All lighting shall be Dark Skies compliant, consistent with LDC Section 3-269.

f. ~~**Live music performed inside the establishment may be piped outside adhering to the Bonita Springs Noise Control Ordinance and the provisions found here, with the most restrictive being applicable.**~~

~~**i. Musicians and entertainers shall only be permitted to use the speaker system provided by the establishment.**~~

10. Environmental

a. In support of Deviation 4, a Planting Plan shall be provided with the Preserve Management Plan to provide sufficient buffering with appropriate native vegetation after invasive exotic vegetation removal. The Preserve Management Plan shall be provided at the time of local development order application. Plantings outside of the indigenous preserve will be provided with the Landscape Plan. These plantings shall be installed prior to the start of vertical building construction on the site.

i. Additionally, after the removal of exotic vegetation, supplemental shoreline planting shall be provided to ensure the parking is adequately buffered.

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d. A maximum of thirty-seven (37) wet slips are permitted for the project, in the areas outlined in the Master Concept Plan, as further restricted by agency review. This number is subject to reduction based on permitting review from all required agencies, including but not limited to the Lee County Manatee Protection Plan and Conservation/Coastal Management Element of the Bonita Plan consistency.

i. <u>If fewer than 37 wet slips are approved as part of the County and State review, those slips on the eastern position of the site shall be eliminated and work towards the west.</u>

ii. These wet slips are solely intended on a transient basis to serve the patrons visiting the on-site commercial uses. Overnight and

permanent docking are prohibited. Occupancy of the dock is solely permitted for docking during use of the site. After restaurant/retail use is complete, vessels shall leave the dock. Patrons of the site are subject to the Bonita Springs Noise Control Ordinance at all times.

iii. Signage shall be posted indicating use rules of docking facilities. Additionally, signage shall be installed in visible location warning slip users against dumping of any wastes into the waterway.
    1. Boat mooring is not permitted overnight. Slips are not available for rent or lease for use as boat storage.
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iv. The mangroves shall not be trimmed for the purpose of providing view corridors to the water.

e. The kayak launch is solely intended for the patrons renting the non-powered personal water vessels on the day of rental.
    i. Storage of all non-powered personal water vessels shall be identified at time of local development order. Storage in designated parking spaces is not permitted.

11. Transportation and Multimodal
    a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. At time of local Development Order, the Applicant shall submit a complete Traffic Impact Statement (TIS) in accordance with the LDC. Additional conditions for off-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
    b. At time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
    c. All work within County maintained rights-of-ways (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). Accordingly, the Applicant will need to coordinate with LDOT for additional/separate permitting, design requirements and material specifications, approvals, and inspections.
12. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

RECOMMENDATION (Revised 9/9/2025):

The City Staff recommends **APPROVAL, with conditions,** of Petition PD23-109173-BOS, Hickory on the Bay CPD, which proposes to rezone approximately 5± acres from the Beach Zone of Bonita Beach Road Corridor Overlay and Residential Planned Development (RPD) to Commercial Planned Development (CPD). This recommendation of APPROVAL is subject to the following conditions.

Conditions: ((Applicable to Conditions 3 and 4 only) Where underline or strikethrough occurs, Staff is notating the difference from the Applicant's proposed request in Staff's recommendation.)

1. This request is only permitted provided the companion Comprehensive Plan Map Amendment, CPA23-109179-BOS is approved.
2. The project shall be consistent with the Master Concept Plan titled "Hickory on the Bay Master Concept Plan" prepared by J.R. Evans Engineering., dated March 20, 2025, attached hereto and made a part hereof (**Exhibit "B"),** except as modified by the conditions below. This development must comply with all requirements of the Bonita Springs Land Development Code (LDC) at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary**.**

3. Schedule of Uses: **(not to exceed 23,717 square feet of commercial uses (not to exceed 25,500 square feet upon an acceptable review))**
    1. Accessory Uses and Structures
    2. Administrative Offices
    3. Clothing Stores, General
    4. Consumption on Premises Associated with Restaurant, Group III, including Outdoor Seating Areas
    5. Drive-Thru Facility (Limited to One (1))
    6. Dwelling Units: Multiple-Family Building (A Maximum of Six (6) Dwelling Units)
    7. Essential Services
    8. Essential Service Facilities, Group I
    9. Excavation, Water Retention, Including Excess Spoil Removal in Compliance with the LDC, subject to Condition 9.
    10. Fences, Walls
    11. Food Stores, Group I
    12. Gift and Souvenir Shop
    13. Open Space (Minimum 20% Required)
    14. Package Sales for Off-Premises Consumption- limited to One (1) for sales within the ancillary retail store of the Waterfront Restaurant.
    15. Parking Lot, Accessory
    16. Rental or Leasing Establishments, Group I (Kayaks, Stand-up Paddle Boards, and Other Non-Powered Personal Water Vessels)

17. Residential Accessory Uses
18. Restaurant, Fast Food
19. Restaurant, Group I, II, and III; With Outdoor Seating
20. Signs, In Accordance with Chapter 6
21. Temporary Uses, subject to LDC Section 4-2124
22. Variety Store with Package Sales of Alcohol for Off-Premises Consumption, Located within the Waterfront Restaurant (Limited to One (1))- No consumption of package beverages shall take place on the Properties or associated wet slips.
23. Multi-Slip Docking Facility (Private), Wet Slips, Accessory (A Maximum of 37 Wet Slips). These slips shall be transient and only be available for use by patrons of the commercial uses within the CPD, subject to Condition 10. Slips are not to be rented or sold. No boat ramp shall be provided, nor parking for vehicles and trailers. No dry storage, service, repairs, rentals, or sale of marine fuel and lubricants shall occur.

4. Property Development Regulations:

These property development regulations set forth herein apply to all land uses within the Hickory on the Bay CPD. Standards not specifically set forth herein shall ~~not~~ be those specified in applicable sections of the Land Development Code in effect as of the date of approval of the development order. The project shall be consistent with the Bonita Beach Road Corridor Overlay, except where specific deviations are approved.

Minimum Lot Area and Dimensions:

The minimum lot area, width, and depth are as depicted on the Master Concept Plan for the entire project. No divisions or lot splits shall be granted for this development unless the planned development is amended to provide alternative property development regulations.

Minimum Setbacks:

Street: (Bonita Beach Road): 15 ft.
Principal and Accessory Structures
Sides: 5 ft.
Rear (Waterbody): 25 ft. Principal structures, measured from mean high-water line***
10 ft. Accessory Structures** measured from mean high-water line. ***
Rear (Property Line): 20 ft. Principal Structures**/***
10 ft. Accessory Structures**/***
Preserve: 30 ft. Principal Structures;
0 ft. Accessory Structures

** A minimum setback of 0 ft. from waterbodies shall be permitted for pedestrian boardwalks and outdoor seating. This includes outdoor seating that is structurally part of the principal structure, for the waterfront restaurant only.
*** Most restrictive applies

Minimum Building Separation:
50% of the sum of the heights of the buildings, but not less than 15 ft.

Minimum Open Space: 20%

Maximum Lot Coverage: 40%

Maximum Building Height: 35 ft. (2 Stories permitted where shown on the **approved Master Concept Plan** ~~site plan~~, maximum 35 ft.)

5. Parking shall be provided for the waterfront restaurant as follows:

    - 1 per 100 square feet of indoor seating area,
    - 1 per 300 square feet of other indoor area, and
    - 1 per 1,000 square feet for outdoor seating areas.

    This standard shall be revisited two (2) years from the date of Certificate of Occupancy of the waterfront restaurant. Staff and the Applicant shall come back to City Council, who will consider the record, which is preserved as of the date of adoption, and any new information which occurs during the test period. No additional application is necessary. City Council's actions will be by ordinance, in which they will decide whether to continue the ordinance with existing conditions or adopt additional conditions if it is deemed necessary as a result of the test period.

    Parking for the other permitted uses within the CPD shall be provided consistent with LDC Sec. 4-1728, et. seq.

    ~~Parking. Parking shall be provided consistent with LDC Sec. 4-1728, et seq., to be reviewed at time of local development order. When valet is not provided, a reduced square footage of the restaurant shall be available for occupancy, provided parking is provided at the required rate in the LDC. Should the proposed Valet Plan **(Exhibit "D")**, not function accordingly, the Project is required to provide proposed alternatives to correct the deficiency, to be reviewed by Community Development. A parking reduction may be reviewed administratively with sufficient data, consistent with LDC Section 4-1735.~~
6. The drive-thru facilities shall be generally consistent with **Exhibit C**, as further conditioned in this Staff Report, and shall be further analyzed by the City Architect at time of local development order.
7. The Applicant shall provide an easement to the public for the use of the multi-modal pathway through the site.
8. The golf cart parking on site is solely intended for maintenance and operation purposes of the site. Patrons are not permitted to bring golf carts to the site for

any purpose unless they are authorized to be legally driven on the public roadways and shall be parked within the designated vehicle parking spaces.

9. Consumption on Premises and Bonita Springs Noise Control Ordinance.
    a. **This ~~outdoor consumption on premises and~~ outdoor music request is conditionally approved for one (1) year from the date of Certificate of Occupancy of the waterfront restaurant or three (3) valid violations of the City's Noise Ordinance are documented, whichever occurs first. After the sooner threshold, Staff and the Applicant shall come back to City Council, who will consider the record, which is preserved as of the date of adoption, and any new information which occurs during the test period. No additional application is necessary. City Council's actions will be by ordinance, in which they will decide whether to continue the ordinance with existing conditions, approve Applicant's requested conditions or adopt additional conditions deemed necessary as a result of the test period.~~ ~~or at that time, make null and void the ordinance.~~**
    b. The kitchen shall stay open until an hour before the restaurant closes.
    c. **Consumption on Premises shall cease fifteen (15) minutes prior to the end of the hours of operation.**
    d. The sale and service of alcoholic beverages for on-site consumption will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.

        Hours of operation ~~and consumption on premises~~ are limited from:
        1. Indoor
            a. 9:00 AM- 10:00 PM Sun-Thurs
            b. 9:00 AM- 11:00 PM Fri and Sat
        2. Outdoor
            a. 9:00 AM- 9:30 PM Sun through Thurs
            b. 9:00 AM- 10:00 PM Fri and Sat
    e. **Live Entertainment Restrictions:**
        ~~There shall be no live entertainment in the outdoor area unless approved at time of local development order with the submittal of a certified sound study and sound engineering to ensure compliance with the Noise Control Ordinance. Music or sound that is piped into the outdoor seating areas shall not exceed 70 dba when measured from the property line.~~
            i. **Live entertainment shall not be permitted in outdoor areas unless explicitly approved at the time of local development order. Such approval must be accompanied by:**
                1. **A certified sound study conducted by a qualified acoustical professional; and**

2. **A sound engineering plan demonstrating compliance with the Bonita Springs Noise Control Ordinance; and**
3. **The sound engineering plan shall provide a specific location for the band/performer location, rear elevations at the building and specific proposed setups which shall include the requested open windows/doors/openings.**

ii. **Outdoor Music and Sound Requirements:**

1. **Any music or sound that is piped into or played in outdoor seating areas shall:**
   a. **Be transmitted exclusively through a professionally sound-engineered system; and**
   b. **Not exceed 70 dBA, as measured from the property line, in addition to those standards set forth in the City's Noise Control Ordinance.**
   c. **Outdoor music shall cease at 9:00 PM Sun through Thurs**

iii. All televisions, speakers and lighting shall be oriented towards the site. The Applicant will also provide, to the greatest extent possible, sound deadening equipment and angle their speakers in a manner that reduces sound travel to nearby residents.

iv. If televisions are located outside, the sounds from the televisions shall not exceed 70 dba when measured from the property line. Televisions screens and lighting cannot be visible or emanate glare onto any arterial, collector or local road or onto properties outside the boundaries of **Exhibit A**.

v. All lighting shall be Dark Skies compliant, consistent with LDC Section 3-269.

f. ~~**Live music performed inside the establishment may be piped outside adhering to the Bonita Springs Noise Control Ordinance and the provisions found here, with the most restrictive being applicable.**~~

   ~~**i. Musicians and entertainers shall only be permitted to use the speaker system provided by the establishment.**~~

10. Environmental

a. In support of Deviation 4, a Planting Plan shall be provided with the Preserve Management Plan to provide sufficient buffering with appropriate native vegetation after invasive exotic vegetation removal. The Preserve Management Plan shall be provided at the time of local development order application. Plantings outside of the indigenous preserve will be provided with the Landscape Plan. These plantings shall be installed prior to the start of vertical building construction on the site.

   i. Additionally, after the removal of exotic vegetation, supplemental shoreline planting shall be provided to ensure the parking is adequately buffered.

b. In support of Deviation 5, at the time of local development order, the landscape and architectural plans shall demonstrate screening and buffering that meets the intent of this code section.
c. Prior to issuance of local development order and associated building permits, the Applicant shall demonstrate consistency with the Lee County Manatee Protection Plan. The wet slip count confirmation, and amount of law enforcement fee payment required for consistency shall be provided to City staff and shall be completed/paid prior to the use of the docks or as required by Lee County.
d. A maximum of thirty-seven (37) wet slips are permitted for the project, in the areas outlined in the Master Concept Plan, as further restricted by agency review. This number is subject to reduction based on permitting review from all required agencies, including but not limited to the Lee County Manatee Protection Plan and Conservation/Coastal Management Element of the Bonita Plan consistency.
    i. **If fewer than ~~37~~ 25 wet slips are approved as part of the County and State review, those slips on the eastern position of the site shall be eliminated and work towards the west.**
    ii. These wet slips are solely intended on a transient basis to serve the patrons visiting the on-site commercial uses. Overnight and permanent docking are prohibited. Occupancy of the dock is solely permitted for docking during use of the site. After restaurant/retail use is complete, vessels shall leave the dock. Patrons of the site are subject to the Bonita Springs Noise Control Ordinance at all times.
    iii. Signage shall be posted indicating use rules of docking facilities. Additionally, signage shall be installed in visible location warning slip users against dumping of any wastes into the waterway.
        1. Boat mooring is not permitted overnight. Slips are not available for rent or lease for use as boat storage.
        2. No fueling facilities or boat services and repairs permitted.
    iv. The mangroves shall not be trimmed for the purpose of providing view corridors to the water.
e. The kayak launch is solely intended for the patrons renting the non-powered personal water vessels on the day of rental.
    i. Storage of all non-powered personal water vessels shall be identified at time of local development order. Storage in designated parking spaces is not permitted.

11. Transportation and Multimodal
    a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. At time of local Development Order, the Applicant shall submit a complete Traffic Impact Statement (TIS) in accordance with the LDC. Additional conditions for off-site improvements

consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and

b. At time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).

c. All work within County maintained rights-of-ways (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). Accordingly, the Applicant will need to coordinate with LDOT for additional/separate permitting, design requirements and material specifications, approvals, and inspections.

12. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

Exhibit IV-H
Schedule of Deviations & Justification
Hickory on the Bay CPD
Revised September 3, 2025

Deviation (1) requests relief from LDC Sec. 3-289(a), *Special access provisions for Bonita Beach Road*, which requires a minimum connection separation of 660 feet for any access to Bonita Beach Road, to allow a minimum connection separation of 200 feet.

Justification: The proposed MCP provides three access points: two right-out, egress only in the eastern and western portion of the project and one full access centrally located. Due to the irregular shape of the property caused by the bank of the canal, the proposed egress only access points have been located to facilitate the flow of traffic through the project. The full access point is centrally located in the MPD. Due to the presence of a full median opening and the central location, the connection will allow for improved site circulation and provide a direct route from development to the east and west of the proposed development. There is sufficient distance from between the accesses for cars to safely enter and exit the site.

Deviation (2) requests relief from LDC Sec. 3-418(d)(3), *Buffer requirements*, which requires a minimum 5-foot-wide Type A buffer between commercial uses, to allow no landscape buffer between commercial uses internal to the property.

Justification: This is proposed to be a walkable, waterfront project with an emphasis on interconnection for all users. Landscape buffers separating commercial elements are not necessary nor are they consistent with a more walkable, urban environment. All other required landscaping (for parking areas, general tree requirements, and building perimeter plantings) will be provided as required by code.

Deviation (3) requests relief from LDC Sec. 3-418(d)(3), *Buffer requirements*, which requires a minimum 15-foot-wide Type D buffer along rights-or-way, to allow a section of the required perimeter landscape buffer to be 5-feet in width in the location depicted on the Master Concept Plan.

Justification: In this section of the project, an inlet from the canal is ±35 feet from the property line. In order to facilitate the flow of traffic through the project and make the best use of a limited developable area, internal access is proposed in this location. To accommodate the required setback to the waterbody, seawall, and 24 foot-wide-access drive, a reduced width landscape buffer is necessary. There is no parking proposed in this portion of the site.

Deviation (4) requests relief from the following requirements found in LDC Sec. 4-899, *Site design standards*:

LDC Sec. 4-899(a), *Property development regulations*, which requires a maximum street setback of 25 feet within the Beach Zone of the Bonita Beach Road Overlay, to allow no maximum street setback for principal ~~waterfront structures~~ and accessory structures.

Justification: A maximum street setback of 25 feet will not allow for the proposed waterfront uses. The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area. The proposed CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas. During the development order review process, an alternative landscape betterment plan will be provided that utilizes enhanced plantings along Bonita Beach Road to meet the intent of the LDC and Bonita Beach Road Corridor Overlay and provide sufficient screening of the project and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive opaque view for the traveling public. The enhanced plantings shall consist of trees spaced 15 feet on center and a continuous hedgerow a minimum height of 36 inches (3 feet) at the time of planting; and the buffer shall achieve 80 percent opacity within one year after the first certificate of occupancy is received.

LDC Sec. 4-899(b)(4)b., *Parking placement*, which requires surface parking lots shall not be permitted on a frontage line or within 30 feet of the frontage line within the Commercial, Historic, and Beach Zone, to allow for parking to be setback 20 feet from the frontage line.

Justification: The developable area of the site is limited by the undulating bank of the canal and the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed restaurant and provide a safe design to facilitate the movement of pedestrians and vehicles through the site. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.

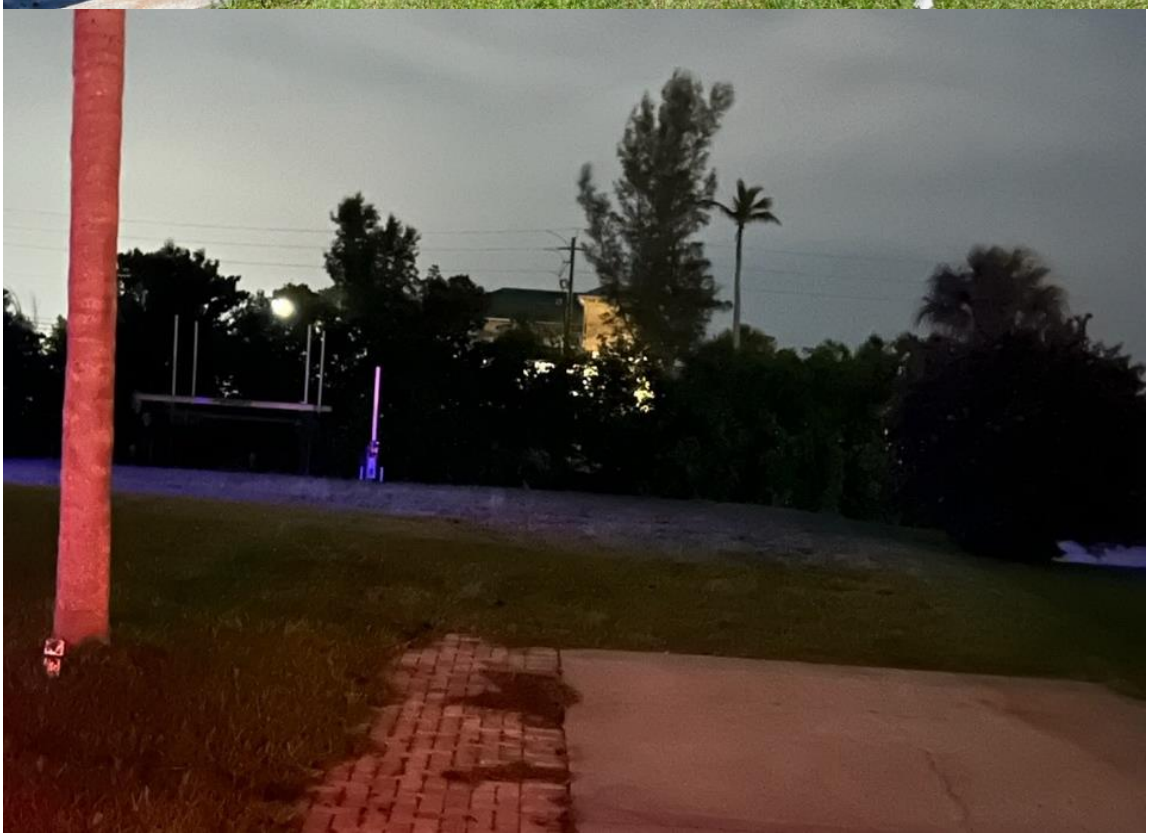
LDC Sec. 4-899(b)(4)c., *Parking placement*, which restricts parking within the Beach, Commercial, and Historic Zone to the side or rear yards of those properties fronting Bonita Beach Road, to allow for parking within the Bonita Beach Road frontage and no street wall or opaque screen.

The developable area of the site is limited by the undulating bank of the canal and the inlet. The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area. The proposed CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.

LDC Section 4-899(b)(4)d.ii., *Buffering adjacent property*, which requires that roads, drives, or parking areas located less than 125 feet from an existing residential dwelling or residential lot, a solid fence, opaque hedge, or combination berm and solid fence or opaque landscape hedge not less than six feet in height must be constructed along the property line, to allow for the buffer to consist of the existing mangroves and native vegetation along the shoreline.

There are existing, mature mangroves along the shoreline between the proposed parking and the residential development to the north. The mangroves can be maintained to provide opaque screening at a height greater than the required hedge (if necessary) and will provide buffering and screening that meets the intent of the required plantings. After the removal of exotic vegetation, supplemental shoreline plantings (such as Sea Grapes or Green Buttonwood) shall be provided to ensure the parking is adequately buffered.

Photos from a vacant lot located on Gary Street, looking south across the canal towards the subject property:



LDC Section 4-899(b)(7), *Dumpsters*, dumpsters shall not be located on frontage lines, to allow for a dumpster within the Bonita Beach Road frontage in the location depicted on the Master Concept Plan.

The dumpster shall be located behind a street wall six feet in height. The proposed wall will fully screen the dumpster from view off-site, as well as screened from the waterbody in the rear by the proposed development. Additionally, this location ensures that solid waste vehicles will easily be able to serve the proposed development.

Deviation (5) requests relief from LDC Section 4-1122(h)(1), *Right-of-way buffer landscaping*, which requires that landscaping adjacent to rights-of-way external to the development project must be located within a landscape buffer easement that is a minimum of 25 feet in width where drive-through facilities abut rights-of-way external to the development, to allow for a landscape buffer easement a minimum of 15 feet in width.

The developable area of the site is limited by the undulating bank of the canal and the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed use and provide a safe design to facilitate the movement of pedestrians and vehicles through the site.- During the development order review process, a landscape betterment plan will be provided that utilizes enhanced plantings along Bonita Beach Road to meet the intent of the LDC and Bonita Beach Road Corridor Overlay an provide sufficient screening of the project and shade

for the adjacent Bonita Beach Road right-of-way, establishing a more opaque landscaped view for the traveling public.

~~***The proposed building will utilize a roof overhang attached to a wall adjacent to the perimeter buffer. This wall and the required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.***~~

Deviation (6) requests relief from LDC Section 4-1122(h)(2), *Right-of-way buffer landscaping*, which requires that the buffer includes an undulating berm with a maximum slope of 3:1 where drive-through facilities abut rights-of-way external to the development, to allow for a buffer with no berm.

The proposed drive through facilities will be designed to be incorporated into the buildings and screened from view from Bonita Beach Road. The buildings will utilize a roof overhang attached to a wall located adjacent to the proposed buffer along Bonita Beach Road to provide vertical screening, exceeding the screening that would be provided by the 3-foot-tall berm required by the LDC. Please see the architectural elevations of drive through included with this application for additional details.

Deviation (7) requests relief from LDC Section 4-1022(e), *Sale for off-premises consumption*, which that a package store or other establishment primarily engaged in the retail sale of liquor for consumption off-site be setback a minimum of 500 feet to any religious facility, school (noncommercial), day acre center (child), park or dwelling unit, or any public entrance or exit of any other establishment primarily engaged in the sale of alcoholic beverages, to instead allow for a package store setback a minimum of 175 feet from dwelling units.

There will be a small retail shop within the proposed waterfront restaurant, similar to the previous location. It is anticipated that the retail shop will sell the following items:

- ***Promotional items, such as apparel, hats, souvenirs, etc.***
- ***Snacks and candy.***
- ***Toys, stuffed animals, puzzles, books, cards.***
- ***Bags of ice.***
- ***Ice cream novelties.***
- ***Beverage cooler for singles and 6 packs of beer and seltzers, soft drinks, water, energy drinks.***
- ***Sundries including packaged over the counter medicine (Tylenol, Dramamine, tums), phone chargers, sunscreen, bandages, etc.***
- ***Boat supplies - oil, ropes, etc. This is mainly just as a convenience when boaters need something while out on the water.***

Based on the previous location, the estimated breakdown of sales is as follows:

- ***Promotional items: 85%***
- ***Snacks, drinks, ice, etc.: 10%***
- ***Sundries and toys: 5%***

The retail shop will operate with the same operating hours as the restaurant and will not stay open past the closing time of the restaurant. The package sales are provided as a convenience for boaters and are not expected to be a substantial portion of the overall retail shop sales. Package sales such as these are typically found in other waterside restaurants in the area without issue. Additionally, there is a 7-Eleven adjacent to the east of the project making it more unlikely that the retail shop will sell large quantities of packaged alcohol. There are dwelling units along Gary Road to the north of the proposed developed that are within 500 feet of the proposed restaurant and accessory retail shop. The closest residential lot is approximately 175 feet north. The uses are separated by a canal and do not share a common property line. Due to the low volume of packaged alcohol sales expected and the natural separation of the uses, the requested deviation to allow for the sale of alcoholic beverages for off-premises consumption will have no adverse impact on the nearby dwelling units.

Deviation (8) requests relief from LDC Section 4-899(a)(1), *Site design standards*, which requires that projects exceeding three (3) acres in size shall submit a block layout plan, to allow for no block layout plan to be submitted.

Justification: LDC Section 9-27 defines blocks as follows:

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

The proposed development does not meet the definition of blocks, above, as it consists of various commercial uses utilizing a centralized parking area that will not be subdivided into multiple lots. Furthermore, there is an existing canal and the aquatic preserve to the north and Bonita Beach Road to the south. Because of the shoreline, the depth of the project is inconsistent and as such there are no internal roadways, but rather internal access drives through the parking lot. Since there are no vehicular roadways or lots proposed, blocks cannot be established, and a block layout plan cannot be submitted.

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EXHIBITS

Exhibit A: Legal Description and Sketch of the Properties	Page 23
Exhibit B: 2-Page Master Concept Plan dated March 20, 2025	Page 27
Exhibit C: Proposed Architectural Elevations	Page 29
Exhibit D: Proposed Valet Parking Plan	Page 31
Exhibit E: Historic Slip Approval Review	Page 32
Exhibit F: Proposed Schedule of Deviations and Justifications	Page 49
Exhibit G: Applicant's Narrative of Consistency	Page 56

ATTACHMENTS:

Attachment A:		
i.	Staff Analysis (Background and Informational Analysis)	Page 78
ii.	Public Responses Received	Page 87
Attachment B:	Applicant's Informational Analysis and Project Submittal Documents	Separate Cover

200 0 200 400

SCALE IN FEET

	ZONING	EXISTING LAND USE
SUBJECT SITE	C-1, RPD (BLUE MARLIN COVE)	UNDEVELOPED
NORTH	TFC-2	CANAL, SINGLE AND TWO-FAMILY RESIDENTIAL.
SOUTH	C-4(COLLIER COUNTY)	COMMERCIAL MARINA, RESTAURANTS, RETAIL.
EAST	C-1	7-ELEVAEN
WEST	CM, C-1	COMMERCIAL MARINA

ESPLANADE ST

REGAL RD

IMPERIAL SHORES BLVD

GARY RD

LEE COUNTY

SUBJECT PROPERTY

BONITA BEACH RD.

COLLIER COUNTY

ENGINEER: KEVIN M. DOWTY, P.E., LICENSE No. 82330

LETTER	REVISIONS	DATE
1		
2		
3		
4		
5		

HICKORY ON THE BAY

DESIGNED BY	DATE 5/23
DRAWN BY S.P.C.	DATE 5/23
CHECKED BY J.C.	DATE 12/23
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"= 200'

HOLEMONTES a Bowman company
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

EXHIBIT A
AERIAL LOCATION MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO.	DRAWING NO.
118	2023118
PROJECT NO.	SHEET NO.
2023.118	1 OF 1

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BONITA SPRINGS, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

ZONING DIVISION

STAFF REPORT

TYPE OF CASE:	REZONE – PLANNED DEVELOPMENT
CASE NUMBER:	PD23-109173-BOS
ZONING BOARD DATE:	August 19, 2025
PLANNER:	Mary Tornberg, Esq., AICP

APPLICATION SUMMARY:

A. Applicant: Traci Kautzman, Manager of Bayside Holdings on Hickory, LLC

B. Agent: John Vanni, JR Evans Engineering
Jeremie Chastain and Robert J. Mulhere, Bowman
Richard Yovanovich, Coleman, Yovanovich and Koester

C. Request: A request to rezone approximately 5.0 +/- acres from the Beach Zone of the Bonita Beach Road Corridor Overlay and Residential Planned Development (RPD) zoning designations to a Commercial Planned Development (CPD), to allow up to 23,717 square feet of commercial uses and six (6) multi-family dwelling units.

D. Location: The properties are located on the eastern side of Bonita Beach Road, north of Imperial Shores Blvd. The addresses provided are: 4570, 4612, 4640, 4654, 4696, and 4752 Bonita Beach Road Southwest. The Applicant indicates the STRAP numbers are: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 and 32-47-25-B4-0030B.0000 (“Properties”).

E. Future Land Use Map Designation: The Properties are designated as Medium Density Multi-Family Residential and General Commercial. A companion Comprehensive Plan Map Amendment is requested to amend the project so all Properties will be General Commercial (Case CPA23-109179-BOS).

F. Current Zoning: The Properties are located within the Beach Zone of the Bonita Beach Road Corridor Overlay. One of the parcels was also located within a Residential Planned Development, that now has an expired master concept

plan. This rezone request will rezone all subject Properties to Commercial Planned Development (CPD), if approved.

G. Current Land Use: Vacant

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

BACKGROUND:

Overview

The Applicant, Bayside Holdings on Hickory, LLC, is the Owner of the previous restaurant, Big Hickory Waterfront Grille and Marina, which was located on Hickory Blvd. Due to hurricane damage, the restaurant suffered damage and the parcel was sold to the Bonita Springs Fire Control and Rescue District. The Applicant purchased the Properties on Bonita Beach Road in 2023 and 2024, proposing to construct a new waterfront restaurant with boat docks for patrons, retail and office facilities, take-out and fast food restaurants, and six (6) multi-family dwelling units located above the proposed commercial buildings.

Title: 2025 Aerial Image of Properties Source: Lee County GIS

Prior development occurred on the Properties, including a restaurant and hotel. Additional approval was provided under DOS08-BOS00018 for clearing, a multi-use building with second-floor multi-family dwelling units, and a dock. Only the dock was constructed. Additionally, the two easternmost parcels received historic approvals for siting of eight (8) dock slips through Lee County (**Exhibit "E"**). The commercial structures have since been demolished and all Properties are vacant, except for the remaining dock on the easternmost parcel.

Title: 2002 Aerial Image of 4612 Bonita Beach Road SW Source: Lee County GIS

Title: 2011 Aerial Image of 4570 Bonita Beach Road SW Source: Lee County GIS

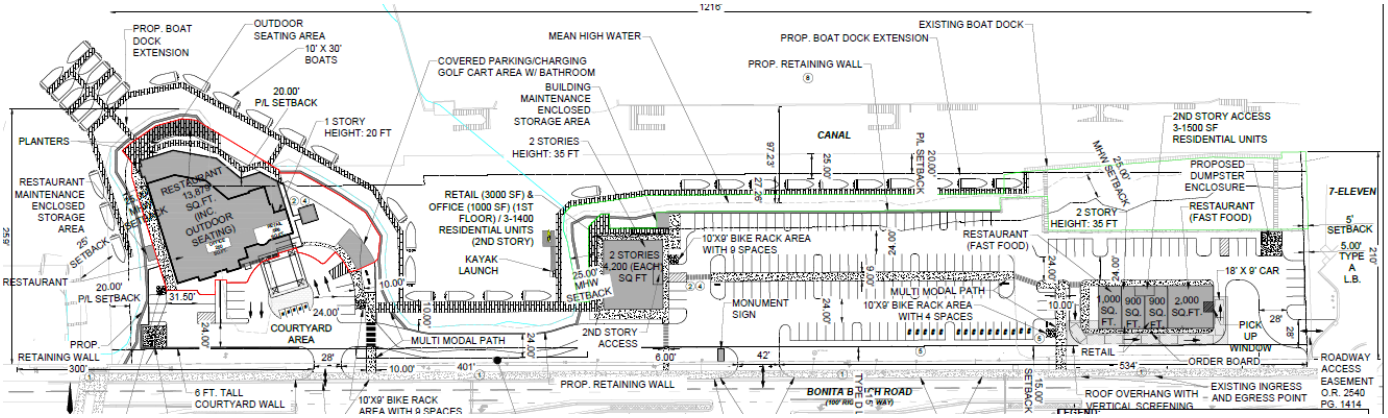
Bonita Beach Road Corridor Overlay

The project is located within the Beach Zone of the Bonita Beach Road Corridor Overlay, which the project shall comply with, except where deviations are approved. The Bonita Beach Road Corridor Overlay was adopted in Ordinance 19-10. Part of the stated purpose and intent of the overlay is to foster urbanized development patterns that focus on interconnectivity, mobility, human scale, and various design and architectural standards,

among other items, which this project incorporates and meets the intent of. The project also incorporates the required Bonita Beach Road multi-modal pathway through the site, and provides for a public viewing area of the water.

The project requests eight (8) deviations. Staff analysis is included later in this Staff Report.

The request includes a 13,879 square foot waterfront restaurant with outdoor seating; 1,450 square feet of office space; six (6) second-story multi-family dwelling units; 5,388 square feet of retail space; two fast food restaurants, up to 3,000 square feet; thirty-seven (37) wet boat slips; and a private kayak launch. The Master Concept Plan can be found in **Exhibit B**.



Proposed Master Concept Plan dated 3/20/2025 (**Exhibit B**) Source: Applicant

The Applicant filed a companion Comprehensive Plan Map Amendment (CPA23-109179-BOS) to amend the westernmost parcels from Medium Density Multi-Family Residential to General Commercial, providing consistency to all the Properties within the project.

THE PURPOSE OF PLANNED DEVELOPMENT ZONING

The purpose and intent of the various planned development districts is to further implement the Goals, Objectives, and Policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in Land Development Code (LDC) Section 4-200(2). Pursuant to LDC Section 4-737, the intent of the CPD district is to further the general purpose of planned developments set forth in LDC Section 4-400(2) as it relates to commercial development. The principal uses of any commercial planned development are generally the retail sale and distribution of consumer goods and services, or the provision of standard office space for various purposes, including the delivery of professional services (including health care, short of inpatient facilities), or financial services, or for the administration of business and general business purposes. Ancillary uses which may be permitted in the commercial planned development district include permanent human

habitation in multiple-family buildings and townhouses, transient housing in hotel or motel rooms, health care facilities, and other limited institutional uses and selected light industrial uses.

The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff's recommendation on this rezoning request as outlined in LDC Section 4-131(d)(3) and LDC Section 4-299(a)(2) and (4) (See "**Attachment A**"). This recommendation is then presented to the City Council which has the final-decision making authority.

REQUEST

Uses: As part of the request, the Applicant proposes the following Schedule of Uses:

Accessory Uses and Structures
Administrative Offices
Clothing Stores, General
Consumption on Premises Associated with Restaurant, Group III, including Outdoor Seating Areas
Drive-Thru Facility (Limited to One (1))
Dwelling Units: Multiple-Family Building (A Maximum of Six (6) Dwelling Units)
Essential Services
Essential Service Facilities, Group I
Excavation, Water Retention, Including Excess Spoil Removal in Compliance with the LDC
Fences, Walls
Food Stores, Group I
Gift and Souvenir Shop
Open Space (Minimum 20% Required)
Parking Lot, Accessory
Rental or Leasing Establishments, Group I (Kayaks, Stand-up Paddle Boards, and Other Non-Powered Personal Water Vessels)
Residential Accessory Uses
Restaurant, Fast Food
Restaurant, Group I, II, and III; With Outdoor Seating
Signs, In Accordance with Chapter 6
Temporary Uses
Variety Store
Variety Store with Package Sales of Alcohol for Off-Premises Consumption, Located within a Restaurant (Limited to One (1))
Wet Slips, Accessory (A Maximum of 37 Wet Slips). These slips shall be transient and only be available for use by patrons of the commercial uses within the CPD.

Property Development Regulations and Deviations

Property Development Regulations: The Applicant is proposing the following development regulation language for the project:

These property development regulations set forth development standards shall apply to all land uses within the Hickory on the Bay CPD. Standards not specifically set forth herein shall not be those specified in applicable sections of the Land Development Code in effect as of the date of approval of the development order.

Minimum Lot Area and Dimensions:
The minimum lot area, width, and depth are as depicted on th[e] Master Concept Plan for the entire project. No divisions or lot splits shall be granted for this development unless the planned development is amended to provide alternative property development regulations.

Minimum Setbacks:
Street: (Bonita Beach Road): Minimum 15 ft., Maximum 25 ft.
(1) Principal and Accessory Structure[s]
Side: 5 ft.
Rear (Waterbody): 25 ft. Principal structures, measured from mean high-water line;
10 ft. Accessory Structures (2) measured from mean high-water line.
Preserve: 30 ft. Principal Structures;
0 ft. Accessory Structures

1. Per Deviation (4), the maximum setback shall not be applicable to principal waterfront structures and accessory structures.
2. A minimum setback of 0 ft. from waterbodies shall be permitted for pedestrian boardwalks and outdoor seating.

Minimum Building Separation:
50% of the sum of the heights of the buildings, but not less than 15 ft.

Minimum Open Space: 20%

Maximum Lot Coverage: 40%

Maximum Building Height: 35 FT. (2 Stories)

DEVIATIONS

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

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

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

The City Manager or designee is also authorized to grant deviations from the technical standards for specific sections in LDC Chapter 3 based upon review criteria established in LDC Section 3-81(b). In those instances, the City Staff has evaluated those deviations as a part of this review process and may approve, approve with conditions, or reject the Applicant's request. For such deviations, the Applicant must ensure that the following criteria have been met:

1. The proposed alternative is based on sound engineering practices; and
2. The proposed alternative is no less consistent with the health, safety and welfare of abutting landowners and the general public than the standard from which the deviation is being requested; and
3. For division 7 of article III of this chapter, Public Transit, the required facility would unnecessarily duplicate existing facilities; and
4. The granting of the deviation is not inconsistent with any specific policy directive of the city council, any other ordinance, or any city comprehensive plan provision; and
5. The granting of the deviation is not inconsistent with in the intent of the bicycle and pedestrian master plan, Bonita Beach Road Visioning Study, and the complete streets policy.

Eight (8) deviations are being requested as part of this planned development rezoning request, found below and in **Exhibit F**. The request language, Applicant justification, and Staff response are shown below.

Deviation Request #1: A deviation from LDC Section 3-289(A), *Special Access Provisions for Bonita Beach Road*, which requires a minimum connection separation of 660 feet for any access to Bonita Beach Road, to allow a minimum connection separation of 200 feet.

Applicant Justification: *The proposed MCP provides three access points: two right-out egress only in the eastern and western portion of the project and one full access centrally located. Due to the irregular shape of the property caused by the bank of the canal, the proposed egress[-]only access points have been located to facilitate the flow of traffic through the project. The full access point is centrally located in the [CPD]. Due to the presence of a full median opening and the central location, the connection will allow for improved site circulation and provide a direct route from development to the east and west of the proposed development. There is sufficient distance from between the accesses for cars to safely enter and exit the site.*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request. The request was reviewed by the City's Traffic Engineer and Lee County Department of Transportation. As required in Condition 10, additional review for off-site impacts will take place at time of local development order.

Deviation Request #2: A deviation from LDC Section 3-418(D)(3), *Buffer Requirements*, which requires a minimum 5-foot wide Type A buffer between commercial uses, to allow no landscape buffer between commercial uses internal to the property.

Applicant Justification: *This is proposed to be a walkable, waterfront project with an emphasis on interconnection for all users. Landscape buffers separating commercial elements are not necessary nor are they consistent with a more walkable, urban environment. All other required landscaping (for parking areas, general tree requirements, and building perimeter plantings) will be provided as required by code, [unless specifically requested otherwise.]*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request. The deviation will allow the site to be more integrated and accessible, while providing for a well-landscaped project.

Deviation Request #3: A deviation from LDC Section 3-418(D)(3), *Buffer Requirements*, which requires a minimum 15-foot-wide Type D buffer along rights-of-way, to allow a section of the required perimeter landscape buffer to be 5-feet in width in the location depicted on the Master Concept Plan.

Applicant Justification: *In this section of the project, an inlet from the canal is ±35 feet from the property line. In order to facilitate the flow of traffic through the project and make the best use of a limited developable area, an internal access is proposed in this location. To accommodate the required setbacks to the waterbody, seawall, and 24 foot-wide access drive, a reduced width landscape buffer is necessary. There is no parking proposed on this portion of the site.*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request. Given the constraints of the site, the request is reasonable for this portion of the project. Landscaping will be provided that can be accommodated in the 5-foot planting area.

Deviation Request #4: A deviation from LDC Section 4-899, *Bonita Beach Road Corridor Overlay Site Design Standards*:

4(a): LDC Section 4-899(A), *Property Development Regulations*, which requires a maximum street setback of 25 feet within the Beach Zone of the Bonita Beach Road Corridor Overlay, to allow no maximum street setback for principal waterfront structures and accessory structures.

Applicant Justification: *A maximum street setback of 25 feet will not allow for the proposed waterfront uses. The intent is to provide an attractive waterfront, commercial*

experience adding to the aesthetics of the Bonita Beach Road Corridor for residents and visitors of the area. The proposed CPD rezoning will allow for [the] site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas.

4(b): LDC Section 4-899(B)(4)B, *Parking Placement*, which requires surface parking lots shall not be permitted on a frontage line or within 30 feet of the frontage line within the Commercial, Historic, and Beach Zone, to allow for parking to be setback 20 feet from the frontage line.

Applicant Justification: *The developable area of the site is limited by the undulating bank of the canal and the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed restaurant and provide a safe design to facilitate the movement of pedestrians and vehicles through the site. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.*

4(c): LDC Section 4-899(B)(4)C., *Parking Placement*, which restricts parking within the Beach, Commercial, and Historic Zone to the side or rear yards of those properties fronting Bonita Beach Road, to allow for parking within the Bonita Beach Road frontage and no street wall or opaque screen.

Applicant Justification: *The developable area of the site is limited by the undulating bank of the canal and the inlet. The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road Corridor for residents and visitors of the area. The proposed CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.*

4(d): LDC Section 4-899(B)(4)D.II., *Buffering Adjacent Property*, which requires that roads, drives, or parking areas located less than 125 feet from an existing residential dwelling or residential lot, a solid fence, opaque hedge, or combination berm and solid fence or opaque landscaping hedge not less than six feet in height must be constructed along the property line, to allow for the buffer to consist of the existing mangroves and native vegetation along the shoreline.

Applicant Justification: *There are existing mature mangroves along the shoreline between the proposed parking and the residential development to the north. The mangroves can be maintained to provide opaque screening at a height greater than the required hedge (if necessary) and we'll provide buffering and screening that meets the*

intent of the required plantings. After the removal of exotic vegetation, supplemental shoreline planting (such as Sea Grapes or Green Buttonwood) shall be provided to ensure the parking is adequately buffered.

Photos from a vacant lot located on Gary Street, looking south across the canal towards the subject property:

4(e): LDC Section 4-899(B)(7), *Dumpsters*, which states that dumpsters shall not be located on frontage lines, to allow for a dumpster within the Bonita Beach Road frontage in the location depicted on the Master Concept Plan.

Applicant Justification: *The dumpster shall be located behind a street wall six feet in height. The proposed wall will fully screen the dumpster from view off-site, as well as screened from the water body in the rear by the proposed development. Additionally, this location ensures that solid waste vehicles will easily be able to serve the proposed development.*

Staff Analysis: Staff does not object to the deviations based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request. Once invasive exotic vegetation is removed from the indigenous preserve area, native plantings that will provide buffering will be installed. The combination of the existing conditions and proposed enhancements will provide the required buffers, as further conditioned, meeting the intent of the Bonita Beach Road Corridor Overlay.

Deviation Request #5: A deviation from LDC Section 4-1122(H)(1), *Right-of-Way Buffer Landscaping,* which requires that landscaping adjacent to rights-of-way external to the development project must be located within a landscape buffer easement that is a minimum of 25 feet in width where drive-[thru] facilities abut rights-of-way external to the development, to allow for a landscape buffer easement a minimum of 15 feet in width.

Applicant Justification: *The developable area of the site is limited by the undulating bank have the canal in the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed use and provide a safe design to facilitate the movement of pedestrians and vehicles through the site the proposed building will utilize a roof overhang attached to a wall adjacent to the perimeter buffer. This wall in the required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the travelling public.*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. The added wall and associated landscaping will provide the screening intended. Staff recommends **APPROVAL** of the deviation request.

Deviation Request #6: A deviation from LDC Section 4-1122(H)(2), *Right-of-way Buffer Landscaping*, which requires that the buffer includes an undulating berm with a maximum slope of 3:1 where drive-[thru] facilities abut rights-of-way external to the development, to allow for a buffer with no berm.

Applicant Justification: *The proposed drive-through facilities will be designed to be incorporated into the buildings and screened from view from Bonita Beach Road. The buildings will utilize a roof overhang attached to a wall located adjacent to the proposed buffer along Bonita Beach Road to provide vertical screening, exceeding the screening that would be provided by the 3-foot-tall berm required by the LDC. Please see the architectural elevations of drive-[thru] included with this application for additional details.*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification and the provided **Exhibit C,** as further conditioned. The added wall and associated landscaping will provide the screening intended. Staff recommends **APPROVAL** of the deviation request.

Deviation Request #7: A deviation from LDC Section 4-1022(E), *Sale for Off-Premises Consumption*, which requires [that] a package store or other establishment primarily engaged in the retail sale of liquor for consumption off-site be setback a minimum of 500 feet to any religious facility, school (noncommercial), day care center (child), park or dwelling unit, or any public entrance or exit of any other establishment primarily engaged in the sale of alcoholic beverages, to instead allow for a package store setback a minimum of 175 feet from dwelling units.

Applicant Justification: *There will be a small retail shop within the proposed waterfront restaurant, similar to the previous location. It is anticipated that the retail shop will sell the following items:*

- *promotional items, such as apparel, hats, souvenirs, etc.*
- *Snacks and candy.*
- *Toys, stuffed animals, puzzles, books, cards.*
- *Bags of ice.*
- *Ice cream novelties.*
- *Beverage cooler for singles and 6 packs of beer and seltzers, soft drinks, water, energy drinks.*
- *Sundries including packaged over the counter medicine (Tylenol, Dramamine, tums), phone chargers, sunscreen, bandages, etc.*
- *Boat supplies - oil, ropes, etc. This is mainly just as a convenience when boaters need something while out on the water.*

Based on the previous location, the estimated breakdown of sales is as follows:

- *Promotional items: 85%*
- *Snacks, drinks, ice, etc.: 10%*
- *Sundries and toys: 5%*

The retail shop will operate with the same operating hours as the restaurant and will not stay open past the closing time of the restaurant. The package sales are provided as a convenience for boaters and are not expected to be a substantial portion of the overall retail shop sales. Package sales such as these are typically found in other waterside restaurants in the area without issue. Additionally, there is a 7-Eleven adjacent to the east of the project making it more unlikely that the retail shop will sell large quantities of packaged alcohol. There are dwelling units along Gary Road to the north of the proposed development that are within 500 feet of the proposed restaurant and accessory retail shop. The closest residential lot is approximately 175 feet north. The uses are separated by a canal and do not share a common property line. Due to the low volume of packaged alcohol sales expected and the natural separation of the users, the requested deviation to allow for the sale of alcoholic beverages for off-premises consumption will have no adverse impact on the nearby dwelling units.

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. As conditioned, the proposed package sales for off-site consumption are provided as an

ancillary component of the retail store within the waterfront restaurant. Additional package stores are not included in the Schedule of Uses. Staff recommends **APPROVAL** of the deviation request.

Deviation Request #8: A deviation from LDC Section 4-899(A)(1), *Bonita Beach Road Corridor Overlay Site Design Standards,* which requires that projects exceeding three (3) acres in size shall submit a block layout plan, to allow for no block layout plan to be submitted.

Applicant Justification: *LDC Section 9-27 defines blocks as follows:*

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

The proposed development does not meet the definition of blocks, above, as it consists of various commercial uses utilizing a centralized parking area that will not be subdivided into multiple lots. Furthermore, there is an existing canal in the aquatic preserve to the North and Bonita Beach Road to the South. Because of the shoreline, the depth of the project is inconsistent and as such there are no internal roadways, but rather internal access drives through the parking lot. Since there are no vehicular roadways or lots proposed, blocks cannot be established and a block layout plan cannot be submitted.

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification, similar to other projects within the Bonita Beach Road Corridor Overlay. Staff recommends **APPROVAL** of the deviation request. As proposed, the Applicant is providing multiple locations of ingress and egress to distribute trips from Bonita Beach Road.

Comprehensive Plan Considerations

This project was reviewed for compliance with the City of Bonita Springs Comprehensive Plan, including future land use, transportation, conservation/coastal management, and infrastructure elements. The project is subject to a companion Comprehensive Plan Map Amendment (CPA23-109179-BOS. If approved, all Properties will be located within the General Commercial future land use category. Additional Staff Analysis is included in **Attachment "A."** The Applicant's Analysis is included in **Attachment "B."**

Transportation Summary Analysis

The project is designed to accommodate multiple modes of transportation, including an internal multi-modal sidewalk, allowing for pedestrians, bicyclists, runners, etc., and access points and parking for vehicular traffic. Additionally, the transient wet slips allow for patrons of the commercial businesses to travel by boat. The project was reviewed by the Lee County Department of Transportation and the City's Traffic Engineer. Further review for required traffic improvements will be reviewed at time of local development order.

Conservation/Coastal Management Summary Analysis

The City of Bonita Springs is a coastal boating community and promotes the use of multiple modes of transportation. The Bonita Plan provides goals, objectives and policies for development of facilities with consideration for limiting environmental impacts, protecting water access, and consistency with State and Federal agency requirements.

The public water access and wet boating slips provided with the development of this property were found to be consistent with the goals, objectives and policies of the Conservation/Coastal Management Element of the Bonita Plan.

A preliminary Manatee Protection Plan Consistency Determination has been conducted in coordination with Lee County Natural Resources Department to determine the number of slips the site will allow. The number of slips will be contingent on the finalized analysis expected prior to or at time of local development order, not to exceed 37 wet slips.

The location of wet slips and docks, as shown on the MCP, complies with the Marina Siting Requirements and minimize wetland impacts. The project proposed to have direct and secondary impacts to herbaceous and forested wetlands and some of the mangroves currently on the site. Less than 20% of the direct wetland impacts will be on the higher quality mangrove swamps which currently have less than 50% exotic vegetation coverage. Prior to the start of construction, the Applicant will be required to provide State and Federal permits and proof of mitigation for wetland impacts.

The indigenous preserve requirement is being met with the remaining mangrove fringe and the amount to be preserved exceeds the amount required by the Bonita Plan and Land Development Code. Additional mangrove fringe along the shoreline will also be preserved outside of the designated indigenous preserve area.

Infrastructure Summary Analysis

The City's potable water and sanitary sewer utility franchise, Bonita Springs Utilities, has reviewed the request and did not raise any concerns regarding potential burdens on infrastructure, or infrastructure availability. Drainage will be fully assessed at time of local development order, to be developed in accordance with City standards. As a result, it is the Staff opinion that the project is consistent with the infrastructure element of the Bonita Plan.

CONCLUSIONS:

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

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on October 30, 2023, with approximately fifty (50) members of the public present. The Applicant held their second meeting on March 20, 2025, with approximately forty-five (45) members of public present. At both meetings, questions of traffic, environmental inquiries and project design were discussed. Additional

methods of public notice included mailed notices to properties within 375 feet of the property, rezoning property posting signs along Bonita Beach Road and at the submerged parcels, and a legal ad in the Fort Myers News-Press for the Zoning Board public hearing.

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

RECOMMENDATION:

The City Staff recommends **APPROVAL, with conditions,** of Petition PD23-109173-BOS, Hickory on the Bay CPD, which proposes to rezone approximately 5± acres from the Beach Zone of Bonita Beach Road Corridor Overlay and Residential Planned Development (RPD) to Commercial Planned Development (CPD). This recommendation of APPROVAL is subject to the following conditions.

Conditions: (Where underline or strikethrough occurs, Staff is notating the difference from the Applicant's proposed request in Staff's recommendation.)

1. This request is only permitted provided the companion Comprehensive Plan Map Amendment, CPA23-109179-BOS is approved.
2. The project shall be consistent with the Master Concept Plan titled "Hickory on the Bay Master Concept Plan" prepared by J.R. Evans Engineering., dated March 20, 2025, attached hereto and made a part hereof (**Exhibit "B"),** except as modified by the conditions below. This development must comply with all requirements of the Bonita Springs Land Development Code (LDC) at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary**.**

3. Schedule of Uses: **(not to exceed 23,717 square feet of commercial uses)**
    1. Accessory Uses and Structures
    2. Administrative Offices
    3. Clothing Stores, General
    4. Consumption on Premises Associated with Restaurant, Group III, including Outdoor Seating Areas
    5. Drive-Thru Facility (Limited to One (1))
    6. Dwelling Units: Multiple-Family Building (A Maximum of Six (6) Dwelling Units)
    7. Essential Services
    8. Essential Service Facilities, Group I
    9. Excavation, Water Retention, Including Excess Spoil Removal in Compliance with the LDC, subject to Condition 9.
    10. Fences, Walls
    11. Food Stores, Group I

12. Gift and Souvenir Shop
13. Open Space (Minimum 20% Required)
14. Package Sales for Off-Premises Consumption- limited to One (1) for sales within the ancillary retail store of the Waterfront Restaurant.
15. Parking Lot, Accessory
16. Rental or Leasing Establishments, Group I (Kayaks, Stand-up Paddle Boards, and Other Non-Powered Personal Water Vessels)
17. Residential Accessory Uses
18. Restaurant, Fast Food
19. Restaurant, Group I, II, and III; With Outdoor Seating
20. Signs, In Accordance with Chapter 6
21. Temporary Uses, subject to LDC Section 4-2124
22. ~~Variety Store~~
23. Variety Store with Package Sales of Alcohol for Off-Premises Consumption, Located within the Waterfront Restaurant (Limited to One (1))- No consumption of package beverages shall take place on the Properties or associated wet slips.
24. Multi-Slip Docking Facility (Private), Wet Slips, Accessory (A Maximum of 37 Wet Slips). These slips shall be transient and only be available for use by patrons of the commercial uses within the CPD, subject to Condition 10. Slips are not to be rented or sold. No boat ramp shall be provided, nor parking for vehicles and trailers. No dry storage, service, repairs, rentals, or sale of marine fuel and lubricants shall occur.

4. Property Development Regulations:

These property development regulations set forth herein apply to all land uses within the Hickory on the Bay CPD. Standards not specifically set forth herein shall ~~not~~ be those specified in applicable sections of the Land Development Code in effect as of the date of approval of the development order. The project shall be consistent with the Bonita Beach Road Corridor Overlay, except where specific deviations are approved.

Minimum Lot Area and Dimensions:

The minimum lot area, width, and depth are as depicted on the Master Concept Plan for the entire project. No divisions or lot splits shall be granted for this development unless the planned development is amended to provide alternative property development regulations.

Minimum Setbacks:

Street: (Bonita Beach Road): Minimum 15 ft., Maximum 25 ft.
*Principal and Accessory Structures
Sides: 5 ft.
Rear (Waterbody): 25 ft. Principal structures, measured from mean high-water line***
10 ft. Accessory Structures** measured from mean high-water line. ***
Rear (Property Line): 20 ft. Principal Structures**/***
10 ft. Accessory Structures**/***

Preserve: 30 ft. Principal Structures;
0 ft. Accessory Structures

* Per Deviation (4), their associated setback shall not be applicable to principal waterfront structures and accessory structures.
** A minimum setback of 0 ft. from waterbodies shall be permitted for pedestrian boardwalks and outdoor seating. This includes outdoor seating that is structurally part of the principal structure, for the waterfront restaurant only.
*** Most restrictive applies

Minimum Building Separation:
50% of the sum of the heights of the buildings, but not less than 15 ft.

Minimum Open Space: 20%

Maximum Lot Coverage: 40%

Maximum Building Height: 35 ft. (2 Stories permitted where shown on the site plan, maximum 35 ft.)

5. Parking. Parking shall be provided consistent with LDC Sec. 4-1728, et seq., to be reviewed at time of local development order. Valet parking shall be available at all times of operation of the waterfront restaurant. Should the proposed Valet Plan **(Exhibit "D")**, not function accordingly, the Project is required to provide proposed alternatives to correct the deficiency, to be reviewed by Community Development.
6. The drive-thru facilities shall be generally consistent with **Exhibit C**, as further conditioned in this Staff Report, and shall be further analyzed by the City Architect at time of local development order.
7. The Applicant shall provide an easement to the public for the use of the multi-modal pathway through the site.
8. The golf cart parking on site is solely intended for maintenance and operation purposes of the site. Patrons are not permitted to bring golf carts to the site for any purpose unless they are authorized to be legally driven on the public roadways and shall be parked within the designated vehicle parking spaces.
9. Consumption on Premises and Bonita Springs Noise Control Ordinance.
   a. The kitchen shall stay open during all hours of operation.
   b. The sale and service of alcoholic beverages for on-site consumption will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals. Hours of consumption on premises are limited from 9:00 am-9:30 pm daily. Indoor consumption on premises is permitted until 11:00 pm daily, provided outdoor seating is ceased and the Noise Control Ordinance is complied with. This shall be strictly enforced.

c. There shall be no live entertainment in the outdoor area. Music or sound that is piped into the outdoor seating areas shall not exceed 70 dba when measured from the property line.
    i. All televisions, speakers and lighting shall be oriented towards the site. The Applicant will also provide, to the greatest extent possible, sound deadening equipment and angle their speakers in a manner that reduces sound travel to nearby residents.
    ii. If televisions are located outside, the sounds from the televisions shall not exceed 70 dba when measured from the property line. Televisions screens and lighting cannot be visible or emanate glare onto any arterial, collector or local road or onto properties outside the boundaries of **Exhibit A**.
    iii. All lighting shall be Dark Skies compliant, consistent with LDC Section 3-269.
d. Live music performed inside the establishment may be piped outside adhering to the Bonita Springs Noise Control Ordinance and the provisions found here, with the most restrictive being applicable. Windows and doors shall not stay open for the purpose of providing indoor/outdoor entertainment.
    i. Musicians and entertainers shall only be permitted to use the speaker system provided by the establishment.

10. Environmental
    a. In support of Deviation 4, a Planting Plan shall be provided with the Preserve Management Plan to provide sufficient buffering with appropriate native vegetation after invasive exotic vegetation removal. The Preserve Management Plan shall be provided at the time of local development order application. Plantings outside of the indigenous preserve will be provided with the Landscape Plan. These plantings shall be installed prior to the start of vertical building construction on the site.
        i. Additionally, after the removal of exotic vegetation, supplemental shoreline planting shall be provided to ensure the parking is adequately buffered.
    b. In support of Deviation 5, at the time of local development order, the landscape and architectural plans shall demonstrate screening and buffering that meets the intent of this code section.
    c. Prior to issuance of local development order and associated building permits, the Applicant shall demonstrate consistency with the Lee County Manatee Protection Plan. The wet slip count confirmation, and amount of law enforcement fee payment required for consistency shall be provided to City staff and shall be completed/paid prior to the use of the docks or as required by Lee County.
    d. A maximum of thirty-seven (37) wet slips are permitted for the project, in the areas outlined in the Master Concept Plan, as further restricted by agency review. This number is subject to reduction based on permitting review from

all required agencies, including but not limited to the Lee County Manatee Protection Plan and Conservation/Coastal Management Element of the Bonita Plan consistency.

i. These wet slips are solely intended on a transient basis to serve the patrons visiting the on-site commercial uses. Overnight and permanent docking are prohibited. Occupancy of the dock is solely permitted for docking during use of the site. After restaurant/retail use is complete, vessels shall leave the dock. Patrons of the site are subject to the Bonita Springs Noise Control Ordinance at all times.

ii. Signage shall be posted indicating use rules of docking facilities. Additionally, signage shall be installed in visible location warning slip users against dumping of any wastes into the waterway.

1. Boat mooring is not permitted overnight. Slips are not available for rent or lease for use as boat storage.
2. No fueling facilities or boat services and repairs permitted.

iii. The mangroves shall not be trimmed for the purpose of providing view corridors to the water.

e. The kayak launch is solely intended for the patrons renting the non-powered personal water vessels on the day of rental.

i. Storage of all non-powered personal water vessels shall be enclosed at all times, except when rented. Storage in designated parking spaces is not permitted.

11. Transportation and Multimodal

a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. At time of local Development Order, the Applicant shall submit a complete Traffic Impact Statement (TIS) in accordance with the LDC. Additional conditions for off-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and

b. At time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).

c. All work within County maintained rights-of-ways (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). Accordingly, the Applicant will need to coordinate with LDOT for additional/separate permitting, design requirements and material specifications, approvals, and inspections.

12. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

SUBJECT PROPERTIES:

The Applicant indicates the STRAP numbers are: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000.

EXHIBITS:

A. Legal Description and Sketch of the Properties
B. Master Concept Plan dated March 20, 2025
C. Proposed Architectural Elevations
D. Proposed Valet Parking Plan
E. Historic Slip Approval Review
F. Proposed Schedule of Deviations and Justifications
G. Applicant's Narrative of Consistency

ATTACHMENTS:

A. Staff Informational Analysis
   i. Background and Informational Analysis
   ii. Public Notice Responses

B. Applicant's Informational Analysis
   i. Application
   ii. Request and Bonita Plan and LDC Consistency Narrative
   iii. Schedule of Deviations and Justifications
   iv. Surface Water Management Narrative
   v. Environmental Assessment Report
   vi. Traffic Impact Statement
   vii. Pre-filing and Post-sufficiency Neighborhood Meeting Information
   viii. Remainder of Application Materials

LEGAL DESCRIPTION
(PROVIDED BY CLIENT)

INSTRUMENT #2023000081012

BEGINNING AT THE POINT 207.5 FEET WEST OF WHERE THE EAST BOUNDARY OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, INTERSECTS WITH THE NORTH BOUNDARY OF THE BONITA BEACH ROAD, THEN RUNNING NORTH 210 FEET, THEN WEST 312.1 FEET, THENCE SOUTH 210 FEET, AND THEN EAST TO THE POINT OF BEGINNING, ALL IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.
AND

INSTRUMENT #2023000081767

PARCEL I:
BEGINNING AT A POINT ON THE NORTH SIDE OF BONITA BEACH ROAD 1870 FEET EAST OF INTERSECTION WITH WEST LINE OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, THENCE NORTH 210 FEET; THENCE EAST A DISTANCE OF 100 FEET; THENCE SOUTH A DISTANCE OF 210 FEET; THENCE WEST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCEL II:
BEGINNING AT A POINT ON THE NORTH SIDE OF BONITA BEACH ROAD 1770 FEET EAST OF INTERSECTION WITH WEST LINE OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, THENCE NORTH 210 FEET; THENCE EAST A DISTANCE OF 100 FEET; THENCE SOUTH A DISTANCE OF 210 FEET; THENCE WEST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCEL III:
BEGINNING ON THE NORTH SIDE OF BONITA BEACH ROAD AT A POINT 1370 FEET EAST OF THE INTERSECTION WITH THE WEST LINE OF THE SECTION; NORTH 200 FEET; EAST 150 FEET; NORTH 10 FEET; EAST 600 FEET; SOUTH 210 FEET; WEST 750 FEET TO BEGINNING, LESS THE EAST 350 FEET THEREOF, IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL IV:
BEGINNING AT A POINT 1218 FEET EAST FROM WHERE THE WEST BOUNDARY OF SECTION 32, INTERSECTS WITH THE NORTH BOUNDARY OF BONITA BEACH ROAD, THENCE NORTH 200 FEET; THENCE EAST 152 FEET, THENCE SOUTH 200 FEET, THENCE WEST TO THE POINT OF BEGINNING, IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL V:
BEGINNING AT A POINT 250 FEET NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THIS WEST BOUNDARY TO THE SHORELINE; THEN FOLLOWING THIS SHORELINE TO THE WEST AND SOUTH TO A POINT 250 NORTH OF THE SECTION; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL VI
BEGINNING AT A POINT ON THE NORTH SIDE OF BONITA BEACH ROAD, 1970 FEET EAST OF INTERSECTION WITH THE WEST LINE OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 210 FEET; THENCE EAST A DISTANCE OF 50 FEET; THENCE SOUTH A DISTANCE OF 210 FEET, THENCE WEST A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

PARCEL VII:
BEGINNING AT A POINT ON THE NORTH SIDE OF BONITA BEACH ROAD 2020 FEET EAST OF INTERSECTION WITH THE WEST LINE OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 210 FEET; THENCE EAST A DISTANCE OF 100 FEET; THENCE SOUTH A DISTANCE OF 210 FEET; THENCE WEST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF PROPERTY ACQUIRED BY LEE COUNTY FOR ROADWAY IMPROVEMENTS, RECORDED IN OFFICIAL RECORDS BOOK 2615, PAGE 2473, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

PARCEL "A" AND PARCEL "B", LEDFORD SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

"AS SURVEYED" DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

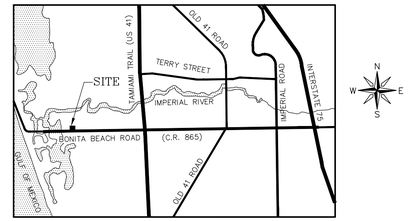
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE RUN S.89°46'03"W., ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 208.81 FEET; THENCE LEAVING SAID SOUTH LINE, RUN N.01°13'57"E., FOR A DISTANCE OF 50.00 FEET TO A THE NORTH RIGHT OF WAY LINE OF BONITA BEACH ROAD (A 100' RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.89°46'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1,209.28 FEET TO THE MEAN HIGH WATER LINE OF LITTLE HICKORY LAGOON, (ELEVATION -0.02 FEET NORTH AMERICAN VERTICAL DATUM OF 1988); THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, RUN N.28°57'28"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 27.21 FEET; THENCE RUN N.04°56'48"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 16.70 FEET; THENCE RUN N.20°23'41"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 27.81 FEET; THENCE RUN N.03°15'47"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.84 FEET; THENCE RUN N.04°35'00"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.27 FEET; THENCE RUN N.11°24'54"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 29.80 FEET; THENCE RUN N.15°24'04"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.54 FEET; THENCE RUN N.24°05'24"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.66 FEET; THENCE RUN N.31°34'48"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.12 FEET; THENCE RUN N.01°03'14"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 26.10 FEET; THENCE RUN N.47°36'14"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 17.60 FEET; THENCE RUN N.55°25'14"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 34.63 FEET; THENCE RUN N.74°50'45"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 30.90 FEET; THENCE RUN S.84°40'54"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.42 FEET; THENCE RUN S.38°31'07"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 17.81 FEET; THENCE RUN S.01°03'37"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.21 FEET; THENCE RUN S.03°26'19"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 25.56 FEET; THENCE RUN S.09°01'25"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 21.02 FEET; THENCE RUN S.04°42'33"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 25.12 FEET; THENCE RUN S.04°37'00"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.31 FEET; THENCE RUN S.11°39'27"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.11 FEET; THENCE RUN S.05°41'55"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 31.04 FEET; THENCE RUN S.07°17'13"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.67 FEET; THENCE RUN S.31°23'17"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.15 FEET; THENCE RUN S.85°26'08"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 28.06 FEET; THENCE RUN N.11°37'52"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 28.26 FEET; THENCE RUN N.01°37'29"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 28.60 FEET; THENCE RUN N.01°03'29"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 30.06 FEET; THENCE RUN N.02°06'53"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 26.26 FEET; THENCE RUN N.03°18'36"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 29.82 FEET; THENCE RUN N.00°48'05"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 26.16 FEET; THENCE RUN N.66°33'52"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 19.66 FEET; THENCE RUN S.62°46'04"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 35.19 FEET; THENCE RUN S.59°12'02"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 29.19 FEET; THENCE RUN S.56°14'23"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 32.10 FEET; THENCE RUN S.31°43'37"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 32.57 FEET; THENCE RUN S.05°56'22"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.12 FEET; THENCE RUN S.03°32'39"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 28.00 FEET; THENCE RUN S.24°00'38"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 25.08 FEET; THENCE RUN S.41°25'34"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.59 FEET; THENCE RUN S.79°23'25"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.58 FEET; THENCE RUN N.85°48'25"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 33.42 FEET; THENCE RUN N.89°03'18"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 27.40 FEET; THENCE RUN S.83°40'10"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 31.39 FEET; THENCE RUN N.83°12'03"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 32.33 FEET; THENCE RUN N.68°31'38"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 23.92 FEET; THENCE RUN N.16°16'05"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.52 FEET; THENCE RUN N.10°36'54"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 61.70 FEET; THENCE RUN N.01°27'31"W., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 18.23 FEET; THENCE RUN N.63°05'32"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.86 FEET; THENCE RUN S.88°10'37"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 51.04 FEET; THENCE RUN N.76°59'20"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 35.08 FEET; THENCE RUN N.88°35'40"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.46 FEET; THENCE RUN N.87°59'17"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 36.23 FEET; THENCE RUN S.89°33'52"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 21.84 FEET; THENCE RUN S.89°10'30"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 26.88 FEET; THENCE RUN N.88°50'41"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 45.13 FEET; THENCE RUN N.87°56'22"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 29.84 FEET; THENCE RUN N.89°33'37"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 32.70 FEET; THENCE RUN S.76°41'06"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 19.90 FEET; THENCE RUN N.80°22'30"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 51.93 FEET; THENCE RUN S.87°41'19"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 11.41 FEET; THENCE RUN N.84°26'38"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 14.49 FEET; THENCE RUN N.89°23'14"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 21.02 FEET; THENCE RUN N.89°17'53"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 19.61 FEET; THENCE RUN N.75°21'27"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 30.63 FEET; THENCE RUN N.56°56'17"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 19.17 FEET; THENCE RUN S.88°33'48"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 17.51 FEET; THENCE RUN N.64°11'27"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 21.22 FEET; THENCE RUN S.48°35'54"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 20.76 FEET; THENCE RUN S.75°17'37"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 10.20 FEET; THENCE RUN N.66°43'46"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 22.88 FEET; THENCE RUN N.88°24'21"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 26.10 FEET; THENCE RUN N.85°10'35"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 27.03 FEET; THENCE RUN N.53°14'16"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 11.40 FEET; THENCE RUN N.77°58'05"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 24.08 FEET; THENCE RUN S.89°28'34"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 30.08 FEET; THENCE RUN S.84°41'02"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 23.72 FEET; THENCE RUN N.82°39'12"E., ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 23.40 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 2012000119496 OF SAID PUBLIC REORDS OF LEE COUNTY FLORIDA; THENCE LEAVING SAID MEAN HIGH WATER LINE, RUN S.01°43'42"E., ALONG SAID WEST LINE, FOR A DISTANCE OF 200.91 FEET TO THE POINT OF BEGINNING.

Line Table		
Line #	Direction	Length
L91	N28°57'28"E	27.21
L92	N4°56'48"E	16.70
L93	N20°23'41"E	27.81
L94	N3°15'47"W	24.84
L95	N4°35'00"W	20.27
L96	N11°24'54"W	29.80
L97	N15°24'04"W	18.54
L98	N24°05'24"W	18.66
L99	N31°34'48"W	20.12
L100	N1°03'14"E	26.10
L101	N47°36'14"E	17.60
L102	N55°25'14"E	34.63
L103	N74°50'45"E	30.90
L104	S84°40'54"E	18.42
L105	S38°31'07"E	17.81
L106	S1°03'37"E	18.21
L107	S3°26'19"W	25.56
L108	S9°01'25"E	21.02
L109	S4°42'33"E	25.12
L110	S4°37'00"E	24.31

Line Table		
Line #	Direction	Length
L111	S11°39'27"E	20.11
L112	S5°41'55"E	31.04
L113	S7°17'13"E	24.67
L114	S31°23'17"E	24.15
L115	S85°26'08"E	28.06
L116	N11°37'52"E	28.26
L117	N1°37'29"W	28.60
L118	N1°03'29"E	30.06
L119	N2°06'53"E	26.26
L120	N3°18'36"W	29.82
L121	N0°48'05"W	26.16
L122	N66°33'52"E	19.66
L123	S62°46'04"E	35.19
L124	S59°12'02"E	29.19
L125	S56°14'23"E	32.10
L126	S31°43'37"E	32.57
L127	S5°56'22"W	24.12
L128	S3°32'39"E	28.00
L129	S24°00'38"E	25.08
L130	S41°25'34"E	20.59

Line Table		
Line #	Direction	Length
L131	S79°23'25"E	18.58
L132	N85°48'25"E	33.42
L133	N89°03'18"E	27.40
L134	S83°40'10"E	31.39
L135	N83°12'03"E	32.33
L136	N68°31'38"E	23.92
L137	N16°16'05"E	18.52
L138	N10°36'54"W	61.70
L139	N1°27'31"W	18.23
L140	N63°05'32"E	20.86
L141	S88°10'37"E	51.04
L142	N76°59'20"E	35.08
L143	N88°35'40"E	24.46
L144	N87°59'17"E	36.23
L145	S89°33'52"E	21.84
L146	S89°10'30"E	26.88
L147	N88°50'41"E	45.13
L148	N87°56'22"E	29.84
L149	N89°33'37"E	32.70
L150	S76°41'06"E	19.90

Line Table		
Line #	Direction	Length
L151	N80°22'30"E	51.93
L152	S87°41'19"E	11.41
L153	N84°26'38"E	14.49
L154	N89°23'14"E	21.02
L155	N89°17'53"E	19.61
L156	N75°21'27"E	30.63
L157	N56°56'17"E	19.17
L158	S88°33'48"E	17.51
L159	N64°11'27"E	21.22
L160	S48°35'54"E	20.76
L161	S75°17'37"E	10.20
L162	N66°43'46"E	22.88
L163	N88°24'21"E	26.10
L164	N85°10'35"E	27.03
L165	N53°14'16"E	11.40
L166	N77°58'05"E	24.08
L167	S89°28'34"E	30.08
L168	S84°41'02"E	23.72
L169	N82°39'12"E	23.40



LOCATION MAP
NOT TO SCALE

LEGEND

F.P/K	△	FOUND PARKER-KAYLON NAIL
F.I.R.	○	FOUND IRON ROD (SIZE & ID AS NOTED)
F.A.C.		FLORIDA ADMINISTRATIVE CODE
L.S.		LICENSED SURVEYOR
L.B.		LICENSED BUSINESS
F.I.R.M.		FLOOD INSURANCE RATE MAP
P.B.		PLAT BOOK
PG.(S)		PAGE(S)
O.R.		OFFICIAL RECORDS
INST.		INSTRUMENT
NO.		NUMBER
TOE		APPROXIMATE TOE OF SLOPE
TOB		APPROXIMATE TOP OF BANK
P.O.B.		POINT OF BEGINNING
P.O.C.		POINT OF COMMENCEMENT
NAVD		NORTH AMERICAN VERTICAL DATUM
I.D.		IDENTIFICATION
(M)		MEASURED
(P)		PLAT
(L)		LEGAL
TWSP.		TOWNSHIP
RNG.		RANGE
OHP		OVERHEAD POWER LINES
PVC		POLY VINYL CHLORIDE
		FIRE HYDRANT
		GATE VALVE
		CONCRETE POWER POLE
		WOOD POWER POLE
		CLEANOUT
		SANITARY MANHOLE
		GUY ANCHOR
		SINGLE POST SIGN

SURVEYORS NOTES

1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), VERIFIED BY REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN), WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, HAVING A BEARING OF S89°35'31"W.

2.) DIMENSIONS SHOWN HEREON ARE GRID DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

3.) THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4.) THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 10 FEET (NAVD 88), PER F.I.R.M. 12071C0654G, EFFECTIVE DATE 11/17/2022.

5.) FOUNDATIONS AND UTILITIES BENEATH THE SURFACE, IF ANY, HAVE NOT BEEN LOCATED.

6.) TOTAL AREA OF PROPERTY SURVEYED IS 5.897± ACRES (INCLUDING 1.745± ACRES OF SUBMERGED LAND). AREA OF UPLAND PARCEL IS 4.152± ACRES.

7.) LAST DATE OF FIELD WORK WAS 06/21/23.

8.) THE INTENDED USE OF THIS SURVEY IS TO BE USED FOR DESIGN PURPOSES.

9.) ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS THEY RELATE TO NATIONAL GEODETIC SURVEY BENCHMARK "Y 718" (POINT IDENTIFICATION NUMBER DN3708), HAVING AN ELEVATION OF 4.48'.

10.) COORDINATES SHOWN HEREON WERE MEASURED USING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN). COORDINATES SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE NAD 83, 2011 ADJUSTMENT.

CERTIFICATION:

I HEREBY CERTIFY TO:

1. J.R. EVANS ENGINEERING, P.A.

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 05/25/23 THROUGH 04/02/24. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051-.053, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN E. BERRY
License Number
5296
STATE OF
FLORIDA
Professional Surveyor and Mapper

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS INC. (L.B. #8033)
REVISED PER COMMENTS 07/08/2023
REVISED 05/13/2024: ADDED PARCELS "A"&"B", LEDFORD SHORES
REVISED 06/17/2024: ADDED SEWER MANHOLE DATA
REVISED 08/22/2024: REVISED LOCATION OF PARCELS A & B, LEDFORD SHORES
REVISED 09/11/2024: REVISED NOTE 6
REVISED 01/03/2025: ADDED AQUATIC PRESERVE
REVISED 02/19/2025: REVISED AREA SUMMARY

SHEET 1 OF 4

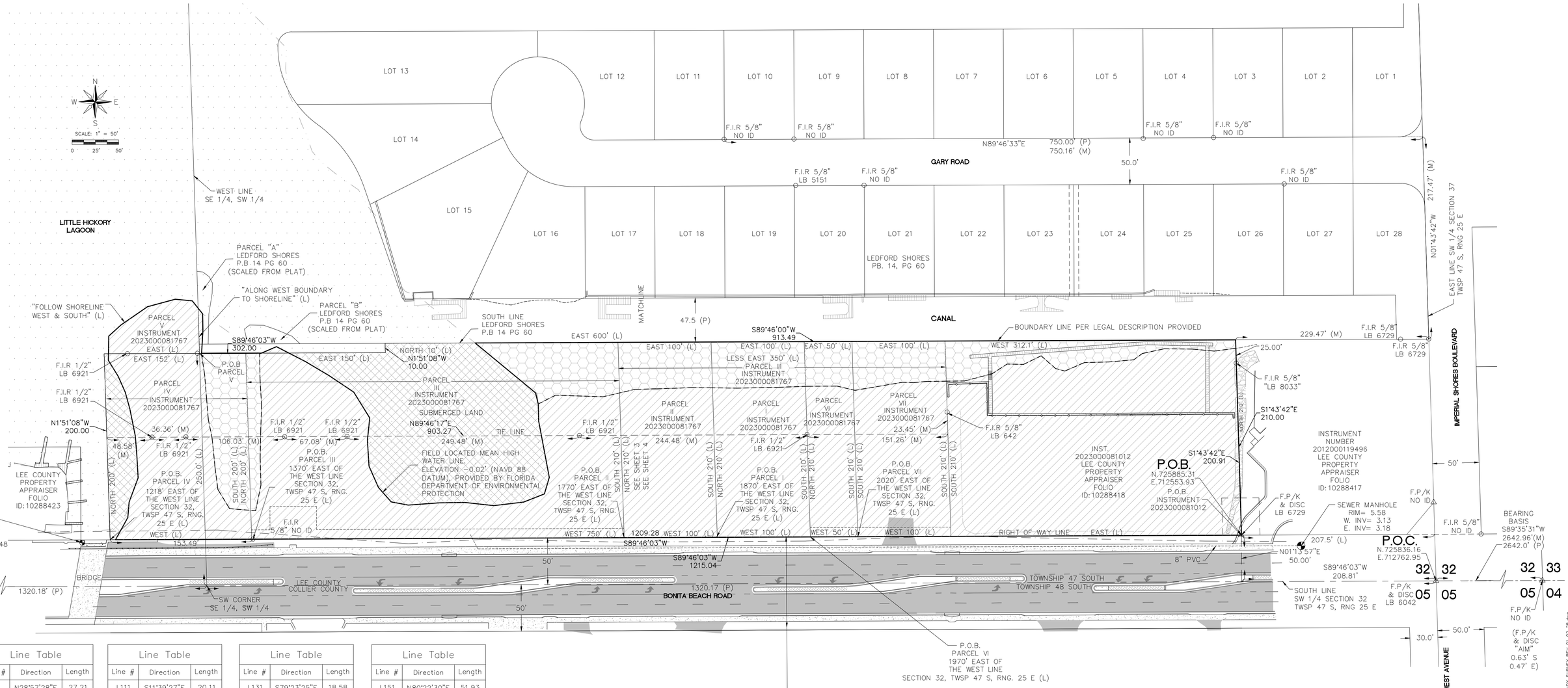
PROJECT NUMBER 23.24

DATE: 04/02/2024	
FIELD BOOK AND PAGE: SEE FILE	
DRAWN BY: SEB, JRB	
APPROVED: SEB	
SCALE: 1"=50'	

BOUNDARY SURVEY
(HICKORY AT BAYSIDE)
A PORTION OF SECTION 32, TOWNSHIP 47 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA

BBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD, SUITE 6
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315

\\10.0.0.10\data\PROJECTS\2023\23.24 HICKORY AT BAYSIDE\23.24 HICKORY AT BAYSIDE BNDY SURVEY REV 01 02 25.dwg



Line Table		
Line #	Direction	Length
L91	N28°57'28"E	27.21
L92	N4°56'48"E	16.70
L93	N20°23'41"E	27.81
L94	N3°15'47"W	24.84
L95	N4°35'00"W	20.27
L96	N11°24'54"W	29.80
L97	N15°24'04"W	18.54
L98	N24°05'24"W	18.66
L99	N31°34'48"W	20.12
L100	N1°03'14"E	26.10
L101	N47°36'14"E	17.60
L102	N55°25'14"E	34.63
L103	N74°50'45"E	30.90
L104	S84°40'54"E	18.42
L105	S38°31'07"E	17.81
L106	S1°03'37"E	18.21
L107	S3°26'19"W	25.56
L108	S9°01'25"E	21.02
L109	S4°42'33"E	25.12
L110	S4°37'00"E	24.31

Line Table		
Line #	Direction	Length
L111	S11°39'27"E	20.11
L112	S5°41'55"E	31.04
L113	S7°17'13"E	24.67
L114	S31°23'17"E	24.15
L115	S85°26'08"E	28.06
L116	N11°37'52"E	28.26
L117	N1°37'29"W	28.60
L118	N1°03'29"E	30.06
L119	N2°06'53"E	26.26
L120	N3°18'36"W	29.82
L121	N0°48'05"W	26.16
L122	N66°33'52"E	19.66
L123	S62°46'04"E	35.19
L124	S59°12'02"E	29.19
L125	S56°14'23"E	32.10
L126	S31°43'37"E	32.57
L127	S5°56'22"W	24.12
L128	S3°32'39"E	28.00
L129	S24°00'38"E	25.08
L130	S41°25'34"E	20.59

Line Table		
Line #	Direction	Length
L131	S79°23'25"E	18.58
L132	N85°48'25"E	33.42
L133	N89°03'18"E	27.40
L134	S83°40'10"E	31.39
L135	N83°12'03"E	32.33
L136	N68°31'38"E	23.92
L137	N16°16'05"E	18.52
L138	N10°36'54"W	61.70
L139	N1°27'31"W	18.23
L140	N63°05'32"E	20.86
L141	S88°10'37"E	51.04
L142	N76°59'20"E	35.08
L143	N88°35'40"E	24.46
L144	N87°59'17"E	36.23
L145	S89°33'52"E	21.84
L146	S89°10'30"E	26.88
L147	N88°50'41"E	45.13
L148	N87°56'22"E	29.84
L149	N89°33'37"E	32.70
L150	S76°41'06"E	19.90

Line Table		
Line #	Direction	Length
L151	N80°22'30"E	51.93
L152	S87°41'19"E	11.41
L153	N84°26'38"E	14.49
L154	N89°23'14"E	21.02
L155	N89°17'53"E	19.61
L156	N75°21'27"E	30.63
L157	N56°56'17"E	19.17
L158	S88°33'48"E	17.51
L159	N64°11'27"E	21.22
L160	S48°35'54"E	20.76
L161	S75°17'37"E	10.20
L162	N66°43'46"E	22.88
L163	N88°24'21"E	26.10
L164	N85°10'35"E	27.03
L165	N53°14'16"E	11.40
L166	N77°58'05"E	24.08
L167	S89°28'34"E	30.08
L168	S84°41'02"E	23.72
L169	N82°39'12"E	23.40

LEGEND

F.P/K △	FOUND PARKER-KAYLON NAIL
F.I.R. ○	FOUND IRON ROD (SIZE & ID AS NOTED)
F.A.C.	FLORIDA ADMINISTRATIVE CODE
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
F.I.R.M.	FLOOD INSURANCE RATE MAP
P.B.	PLAT BOOK
PG.(S)	PAGE(S)
O.R.	OFFICIAL RECORDS
INST.	INSTRUMENT
NO.	NUMBER
TOE	APPROXIMATE TOE OF SLOPE
TOB	APPROXIMATE TOP OF BANK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
I.D.	IDENTIFICATION
(M)	MEASURED
(P)	PLAT
(L)	LEGAL
TWSP.	TOWNSHIP
RNG.	RANGE
OHP	OVERHEAD POWER LINES
	FIRE HYDRANT
	GATE VALVE
	CONCRETE POWER POLE
	WOOD POWER POLKE
	CLEANOUT
	SANITARY MANHOLE
	GUY ANCHOR
	SINGLE POST SIGN

AREA SUMMARY

AREA ABOVE MEAN HIGH WATER LINE ("AS SURVEYED AREA")	4.152 ACRES±
AREA BELOW HIGH WATER LINE NOT LOCATED IN AQUATIC PRESERVE	
WESTERLY AREA (AREA TO BE FILLED)	0.202 ACRES±
EASTERLY AREA	0.713 ACRES±
	5.067 ACRES±
AREA BELOW HIGH WATER LINE LOCATED IN AQUATIC PRESERVE	0.830 ACRES±
TOTAL AREA	5.897 ACRES±

SHEET 2 OF 4

PROJECT NUMBER 23.24

DATE: 01/02/2025	
FIELD BOOK AND PAGE: SEE FILE	
DRAWN BY: SEB, JRB	
APPROVED: SEB	
SCALE: 1"=50'	

BOUNDARY SURVEY
(HICKORY AT BAYSIDE)
A PORTION OF SECTION 32, TOWNSHIP 47 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA

BBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD, SUITE 6
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315

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PARCEL "A"
LEDFORD SHORES
P.B 14 PG 60
GREGORY & PHILLIP
BIOLCHINI
O.R. 2772, PG. 2166
LEE COUNTY
PROPERTY
APPRAISER
FOLIO ID:10288661
(SCALED FROM PLAT)

PARCEL "B"
LEDFORD SHORES
P.B 14 PG 60
GREGORY & PHILLIP
BIOLCHINI
O.R. 2772, PG.
2166
LEE COUNTY PROPERTY
APPRAISER
FOLIO ID:10288661
(SCALED FROM PLAT)

LITTLE HICKORY
LAGOON

CONCRETE
SEA WALL
CAP

LOT 15

LEDFORD SHORES
PB. 14, PG 60

LOT 16

LOT 17

CONCRETE
SEA WALL
CAP

JET SKI
DOCK

WOOD DOCK

PLATTED LINE

APPROXIMATE
SHORELINE

WOOD DOCK

MATCHLINE

LITTLE HICKORY
LAGOON

N
W E
S

SCALE: 1" = 20'
0 10' 20'

FOLLOW SHORELINE
WEST & SOUTH (L)

"ALONG WEST BOUNDARY
TO SHORELINE" (L)

SOUTH LINE
LEDFORD SHORES
P.B 14 PG 60

EAST 600' (L)

APPROXIMATE EDGE
OF VEGETATION
(TYPICAL)

F.I.R 1/2"
LB 6921

P.O.B
PARCEL V

S89°46'03"W
302.00

NORTH 10' (L)

EAST 150' (L)

N1°51'08"W
10.00

SEE SHEET 3
SEE SHEET 4

PARCEL V
INSTRUMENT
2023000081767
LEE COUNTY
PROPERTY
APPRAISER
FOLIO ID:10288439

PARCEL IV
INSTRUMENT
2023000081767
LEE COUNTY
PROPERTY
APPRAISER
FOLIO
ID:10288439

PARCEL III
INSTRUMENT
2023000081767
LEE COUNTY
PROPERTY
APPRAISER
FOLIO
ID:10288419

MANGROVES

SUBMERGED LANDS

APPROXIMATE EDGE
OF VEGETATION
(TYPICAL)

TOE

TOB

MANGROVES

N1°51'08"W
200.00

N89°46'17"E
903.27

SOUTH 200' (L)

NORTH 200' (L)

48.58'(M)

36.36' (M)

196.03' (M)

67.08' (M)

249.48' (M)

244.48' (M)

FIELD LOCATED MEAN HIGH
WATER LINE,
ELEVATION =0.02' (NAVD 88
DATUM), PROVIDED BY
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

WOOD DOCK
(TYPICAL)

LEE COUNTY
PROPERTY
APPRAISER
FOLIO
ID:10288423

P.O.B.
PARCEL IV
1218' EAST OF
THE WEST
LINE
SECTION 32,
TWSP 47 S,
RNG. 25 E (L)

NORTH 200' (L)

WEST LINE
SE 1/4, SW 1/4

MANGROVES

MANGROVES

MANGROVES

MANGROVES

P.O.B.
PARCEL III
1370' EAST OF
THE WEST LINE
SECTION 32,
TWSP 47 S, RNG.
25 E (L)

F.I.R
5/8" NO ID

10' TEMPORARY
CONSTRUCTION
EASEMENT
O.R. 2615
PG. 2483

SEWER MANHOLE
RIM= 5.00
NW. INV= 0.64
E. INV= 0.57

SEWER MANHOLE
RIM= 3.62
SE. INV= 0.79

OHP

WEST 152' (L)

153.49'

RIGHT OF WAY LINE

S89°46'0

NATIONAL GEODETIC
SURVEY
BENCHMARK
" Y 718"
ELEVATION=4.48

CORNER
FALLS
IN WATER
(CANNOT
SET)

BRIDGE

GUARDRAIL

8' CONCRETE
WALK

CURB OPENING
FOR ACCESS

CABLE
BOX

FIBER
OPTIC BOX

8" PVC

8' CONCRETE WALK

2' CURB & GUTTER

2.3' CURB & GUTTER

LEE COUNTY
COLLIER COUNTY

GRASS MEDIAN

PAVER BRICK

TOWNSHIP 47 SOUTH
TOWNSHIP 48 SOUTH

PAVER BRICK

GRASS MEDIAN

SOUTH LINE
SW 1/4 SECTION 32
TWSP 47 S, RNG 25 E

BONITA BEACH ROAD

COUNTY ROAD 865
(100' RIGHT OF WAY)

RIGHT OF WAY LINE

100' RIGHT OF WAY
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
SECTION NO. 1260-150 & 0361-150
(STATE ROAD 865)

NOTE: SEE SHEET 1 AND 2 FOR LINE TABLES AND LEGEND.

PROJECT NUMBER 23.24

DATE: 06/20/2023	
FIELD BOOK AND PAGE: SEE FILE	
DRAWN BY: SEB, JRB	
APPROVED: SEB	
SCALE: 1"=20'	

BOUNDARY SURVEY

(HICKORY AT BAYSIDE)
A PORTION OF SECTION 32, TOWNSHIP 47 SOUTH
RANGE 25 EAST, LEE COUNTY, FLORIDA

BBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD., SUITE 6
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315

\\10.0.0.10\data\PROJECTS\2023\23.24 HICKORY AT BAYSIDE\23.24 HICKORY AT BAYSIDE BNDY SURVEY REV 01 02 25.dwg

LOT 17 | LOT 18 | LOT 19 | LOT 20 | LEDFORD SHORES PB. 14, PG 60 LOT 21 | LOT 22 | LOT 23 | 10.0' DRAINAGE EASEMENT | LOT 24 | LOT 25 | LOT 26

CONCRETE SEA WALL CAP

PLATTED LINE

WOOD DOCK

APPROXIMATE SHORELINE

MATCHLINE

N
W E
S

SCALE: 1" = 20'
0 10' 20'

LITTLE HICKORY LAGOON

S89°46'00"W 913.49

SEE SHEET 3
SEE SHEET 4

EAST 100' (L) | EAST 100' (L) | EAST 50' (L) | EAST 100' (L) | 76.52' (M) | WEST 312.1' (L)

APPROXIMATE EDGE OF VEGETATION (TYPICAL)

MANGROVES

TOE

TOB

L143 L144 L145 L146 L147 L148 L149 L150 L151 L152 L153 L154 L155 L156 L157 L158 L159 L160 L161 L162 L163 L164 L165 L166 L167 L168 L169

FIELD LOCATED MEAN HIGH WATER LINE ELEVATION −0.02' (NAVD 88 DATUM), PROVIDED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPROXIMATE EDGE OF VEGETATION (TYPICAL)

F.I.R 5/8" LB 642

STEPS

WOOD DOCK

GATE

1.6' CONCRETE SEA WALL CAP

6' CHAIN LINK FENCE

1.6' CONCRETE SEA WALL CAP

INSTRUMENT #2012000119496 LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288417

S1°43'42"E 210.00

STONE RIP RAP

2' CURB & GUTTER

S1°43'42"E 200.91

244.48' (M)

TIE LINE

151.26' (M)

234.5' (M)

110.03' (M) SOUTH 210' (L)

SOUTH 210' (L) NORTH 210' (L)

PARCEL II
INSTRUMENT 2023000081767
LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288422

PARCEL I
INSTRUMENT 2023000081767
LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288421

PARCEL VI
INSTRUMENT 2023000081767
LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288420

PARCEL VII
INSTRUMENT 2023000081767
LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288420

INST. 2023000081012
LEE COUNTY PROPERTY APPRAISER FOLIO ID: 10288420

P.O.B.
N.725885.31
E.712553.93

P.O.B. PARCEL I
1870' EAST OF THE WEST LINE SECTION 32, TWSP 47 S, RNG. 25 E (L)

P.O.B. PARCEL VI
1970' EAST OF THE WEST LINE SECTION 32, TWSP 47 S, RNG. 25 E (L)

P.O.B. PARCEL VII
2020' EAST OF THE WEST LINE SECTION 32, TWSP 47 S, RNG. 25 E (L)

PAVED APRON

10' TEMPORARY CONSTRUCTION EASEMENT O.R. 2615 PG. 2483

STACK OF 3 BRICKS

ROADWAY ACCESS EASEMENT O.R. 2540 PG. 1414

F. P/K & DISC LB 6729

1209.28

CLEAN OUT TOP ELEV.= 4.02

S89°46'03"W 1215.04

WEST 100' (L) | WEST 100' (L) | WEST 50' (L) | WEST 100' (L) | EAST (L) 312.00'

CLEAN OUT TOP ELEV.= 4.86

SWITCH CABINET

OHP

8" CONCRETE WALK

8" PVC

CURB OPENING FOR ACCESS

SEWER MANHOLE RIM= 5.29 W. INV= −0.85 E. INV= −0.90

2.3' CURB & GUTTER

PAINTED TRAFFIC STRIPE (TYP)

8" PVC (SEE SHEET 2 FOR CONTINUANCE)

N01°13'57"E 50.00'

PAVER BRICK

GRASS MEDIAN

SOUTH LINE SW 1/4 SECTION 32 TWSP 47 S, RNG 25 E

TOWNSHIP 47 SOUTH
TOWNSHIP 48 SOUTH

LEE COUNTY
COLLIER COUNTY

S89°46'03"W 208.81'

BONITA BEACH ROAD
COUNTY ROAD 865
(100' RIGHT OF WAY)

F.N.& D. "LB 642"

100' RIGHT OF WAY
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
SECTION NO. 1260-150 & 0361-150
(STATE ROAD 865)

NOTE: SEE SHEET 1 AND 2 FOR LINE TABLES AND LEGEND.

PROJECT NUMBER 23.24

DATE: 06/20/2023	
FIELD BOOK AND PAGE: SEE FILE	
DRAWN BY: SEB, JRB	
APPROVED: SEB	
SCALE: 1"=20'	

BOUNDARY SURVEY

(HICKORY AT BAYSIDE)

A PORTION OF SECTION 32, TOWNSHIP 47 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA

BBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD., SUITE 6
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315

\\10.0.0.10\data\PROJECTS\2023\23.24 HICKORY AT BAYSIDE\23.24 HICKORY AT BAYSIDE BNDY SURVEY REV 01 02 25.dwg

PROJECT SUMMARY

1. PARCEL DATA:
PROJECT SIZE: 5.07 AC±
FUTURE LAND USE GENERAL COMMERCIAL
EXISTING ZONING: C-1 & RPD
EXISTING LAND USE: UNDEVELOPED

2. REQUEST:
REZONE FROM C-1 AND RPD TO MPD.

3. ADJACENT PROPERTY ZONING/LAND USE:

	Zoning	Land Use
North	TFC-2	Canal, single and two-family residential
South	C-4 (Collier County)	Commercial marina, restaurants, retail
East	Bonita Beach Road Corridor Overlay, Beach Zone	7-Eleven
West	Bonita Beach Road Corridor Overlay, Beach Zone	Commercial marina

4. CONCEPTUAL LAND USE BREAKDOWN:
PROPOSED WETLAND AREA TO BE FILLED: 0.20 AC
EXISTING UPLANDS: 4.15 AC
SITE AREA: 4.35 AC

PROPOSED BUILDING: 0.63 AC
PROPOSED ASPHALT & SIDEWALK: 2.29 AC
OPEN SPACE / GREEN AREAS: 1.43 AC
TOTAL: 4.35 AC
STATE OWNED WATERS: 0.83 AC
OTHER WATERS: 0.72 AC
TOTAL PROJECT AREA 5.90 AC±

5. OPEN SPACE:
COMMERCIAL DEVELOPMENT: 5.00 AC X 0.2 = 1.00 AC
RESIDENTIAL DEVELOPMENT: 0.21 AC X 0.4 = 0.08 AC
OPEN SPACE REQ./PROVIDED (MIN.): 1.08 AC±

6. INDIGENOUS OPEN SPACE:
REQUIRED : 1.08 AC. X 0.5 = 0.54 AC.
PROVIDED: 0.66 AC.

7. PARKING: (6)

PARKING REQUIREMENTS			
USE	VALUE	REQUIREMENT	REQUIRED
RESTAURANT	13,879	14 SPACES PER 1,000 SQ.FT.	195
OFFICE	1,450	1 SPACES PER 300 SQ.FT.	5
MULTIPLE-FAMILY UNITS (4 - 2 BED; 2 - 1 BED)	6	1.75 SPACES PER 2 BED UNIT; 1.5 SPACES PER 1 BED UNIT; 10% GUEST PARKING.	11
RETAIL	5,388	1 SPACES PER 250 SQ.FT.	22
RESTAURANT (FAST FOOD)	1,000	13 SPACES PER 1,000 SQ.FT.	13
RESTAURANT (FAST FOOD)	2,000	13 SPACES PER 1,000 SQ.FT.	26
TOTAL PARKING SPACES REQUIRED			*272*
PARKING REDUCTION			
USE	REQUIREMENT		REDUCTION
VALET PARKING	50% REDUCTION OF REQUIRED PARKING SPACES FOR RESTAURANT		97
BIKE RACK	27 BIKE RACKS WILL BE PROVIDED THROUGH THE SITE WITH 3:1 RATIO		9
TOTAL REDUCTION OF PARKING SPACES			*106*
TOTAL PARKING SPACES REQUIRED WITH REDUCTION			***166***
TOTAL PARKING SPACES PROVIDED			***166***

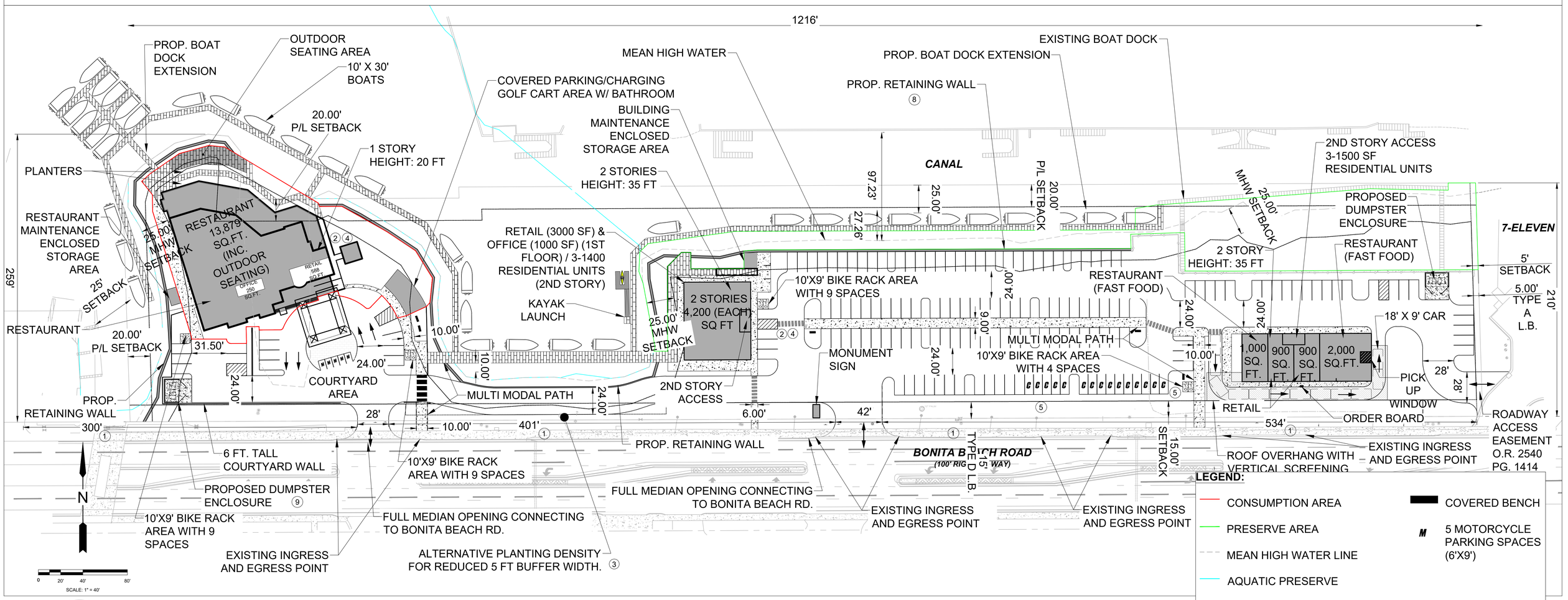
8. PUBLIC TRANSPORTATION:
THE PROPERTY IS WITHIN THE BONITA SPRINGS ULTRA ON DEMAND TRANSIT SERVICE AREA.

9. LANDSCAPE BUFFERS:
FOR DETAILS REFER TO DEVIATIONS.

10. DEVIATIONS: SEE SHEET 2

11. PROJECT NOTES:

- LDC SEC. 4-899 (B)(4) D II. IF ROADS, DRIVES, OR PARKING AREAS ARE LOCATED LESS THAN 125 FEET FROM AN EXISTING RESIDENTIAL DWELLING OR RESIDENTIAL LOT, A SOLID FENCE, OPAQUE LANDSCAPE HEDGE, OR COMBINATION BERM AND SOLID FENCE OR OPAQUE LANDSCAPE HEDGE NOT LESS THAN SIX FEET IN HEIGHT MUST BE CONSTRUCTED ALONG THE PROPERTY LINE. FENCE, BERMS, AND HEDGES MUST NOT BE PLACED SO THEY VIOLATE THE VEHICLE VISIBILITY REQUIREMENTS OF LDC.
- 37 BOAT SLIPS ARE ANTICIPATED TO BE PROVIDED.
- RESIDENTIAL UNITS LOCATED ON 2nd STORY OF 2 STORY BUILDING.



J.R. EVANS ENGINEERING

HICKORY ON THE BAY

MASTER CONCEPT PLAN

MCP.DWG
March 20, 2025

SCHEDULE OF DEVIATIONS
HICKORY ON THE BAY

DEVIATION (1) REQUESTS RELIEF FROM LDC SEC. 3-289(A), *SPECIAL ACCESS PROVISIONS FOR BONITA BEACH ROAD*, WHICH REQUIRES A MINIMUM CONNECTION SEPARATION OF 660 FEET FOR ANY ACCESS TO BONITA BEACH ROAD, TO ALLOW A MINIMUM CONNECTION SEPARATION OF 200 FEET.

DEVIATION (2) REQUESTS RELIEF FROM LDC SEC. 3-418(D)(3), *BUFFER REQUIREMENTS*, WHICH REQUIRES A MINIMUM 5-FOOT-WIDE TYPE A BUFFER BETWEEN COMMERCIAL USES, TO ALLOW NO LANDSCAPE BUFFER BETWEEN COMMERCIAL USES INTERNAL TO THE PROPERTY.

DEVIATION (3) REQUESTS RELIEF FROM LDC SEC. 3-418(D)(3), *BUFFER REQUIREMENTS*, WHICH REQUIRES A MINIMUM 15-FOOT-WIDE TYPE D BUFFER ALONG RIGHTS-OR-WAY, TO ALLOW A SECTION OF THE REQUIRED PERIMETER LANDSCAPE BUFFER TO BE 5-FEET IN WIDTH IN THE LOCATION DEPICTED ON THE MASTER CONCEPT PLAN.

DEVIATION (4) REQUESTS RELIEF FROM THE FOLLOWING REQUIREMENTS FOUND IN LDC SEC. 4-899, *SITE DESIGN STANDARDS*:

LDC SEC. 4-899(A), *PROPERTY DEVELOPMENT REGULATIONS*, WHICH REQUIRES A MAXIMUM STREET SETBACK OF 25 FEET WITHIN THE BEACH ZONE OF THE BONITA BEACH ROAD OVERLAY, TO ALLOW NO MAXIMUM STREET SETBACK FOR PRINCIPAL WATERFRONT STRUCTURES AND ACCESSORY STRUCTURES.

LDC SEC. 4-899(B)(4)B., *PARKING PLACEMENT*, WHICH REQUIRES SURFACE PARKING LOTS SHALL NOT BE PERMITTED ON A FRONTAGE LINE OR WITHIN 30 FEET OF THE FRONTAGE LINE WITHIN THE COMMERCIAL, HISTORIC, AND BEACH ZONE, TO ALLOW FOR PARKING TO BE SETBACK 20 FEET FROM THE FRONTAGE LINE.

LDC SEC. 4-899(B)(4)C., *PARKING PLACEMENT*, WHICH RESTRICTS PARKING WITHIN THE BEACH, COMMERCIAL, AND HISTORIC ZONE TO THE SIDE OR REAR YARDS OF THOSE PROPERTIES FRONTING BONITA BEACH ROAD, TO ALLOW FOR PARKING WITHIN THE BONITA BEACH ROAD FRONTAGE AND NO STREET WALL OR OPAQUE SCREEN.

LDC SECTION 4-899(B)(4)D.II., *BUFFERING ADJACENT PROPERTY*, WHICH REQUIRES THAT ROADS, DRIVES, OR PARKING AREAS LOCATED LESS THAN 125 FEET FROM AN EXISTING RESIDENTIAL DWELLING OR RESIDENTIAL LOT, A SOLID FENCE, OPAQUE HEDGE, OR COMBINATION BERM AND SOLID FENCE OR OPAQUE LANDSCAPE HEDGE NOT LESS THAN SIX FEET IN HEIGHT MUST BE CONSTRUCTED ALONG THE PROPERTY LINE, TO ALLOW FOR THE BUFFER TO CONSIST OF THE EXISTING MANGROVES AND NATIVE VEGETATION ALONG THE SHORELINE.

LDC SECTION 4-899(B)(7), *DUMPSTERS*, DUMPSTERS SHALL NOT BE LOCATED ON FRONTAGE LINES, TO ALLOW FOR A DUMPSTER WITHIN THE BONITA BEACH ROAD FRONTAGE IN THE LOCATION DEPICTED ON THE MASTER CONCEPT PLAN.

DEVIATION (5) REQUESTS RELIEF FROM LDC SECTION 4-1122(H)(1), *RIGHT-OF-WAY BUFFER LANDSCAPING*, WHICH REQUIRES THAT LANDSCAPING ADJACENT TO RIGHTS-OF-WAY EXTERNAL TO THE DEVELOPMENT PROJECT MUST BE LOCATED WITHIN A LANDSCAPE BUFFER EASEMENT THAT IS A MINIMUM OF 25 FEET IN WIDTH WHERE DRIVE-THROUGH FACILITIES ABUT RIGHTS-OF-WAY EXTERNAL TO THE DEVELOPMENT, TO ALLOW FOR A LANDSCAPE BUFFER EASEMENT A MINIMUM OF 15 FEET IN WIDTH.

DEVIATION (6) REQUESTS RELIEF FROM LDC SECTION 4-1122(H)(2), *RIGHT-OF-WAY BUFFER LANDSCAPING*, WHICH REQUIRES THAT THE BUFFER INCLUDES AN UNDULATING BERM WITH A MAXIMUM SLOPE OF 3:1 WHERE DRIVE-THROUGH FACILITIES ABUT RIGHTS-OF-WAY EXTERNAL TO THE DEVELOPMENT, TO ALLOW FOR A BUFFER WITH NO BERM.

DEVIATION (7) REQUESTS RELIEF FROM LDC SECTION 4-1022(E), *SALE FOR OFF-PREMISES CONSUMPTION*, WHICH THAT A PACKAGE STORE OR OTHER ESTABLISHMENT PRIMARILY ENGAGED IN THE RETAIL SALE OF LIQUOR FOR CONSUMPTION OFF-SITE BE SETBACK A MINIMUM OF 500 FEET TO ANY RELIGIOUS FACILITY, SCHOOL (NONCOMMERCIAL), DAY ACRE CENTER (CHILD), PARK OR DWELLING UNIT, OR ANY PUBLIC ENTRANCE OR EXIT OF ANY OTHER ESTABLISHMENT PRIMARILY ENGAGED IN THE SALE OF ALCOHOLIC BEVERAGES, TO INSTEAD ALLOW FOR A PACKAGE STORE SETBACK A MINIMUM OF 175 FEET FROM DWELLING UNITS.

DEVIATION (8) REQUESTS RELIEF FROM LDC SECTION 4-899(A)(1), *SITE DESIGN STANDARDS*, WHICH REQUIRES THAT PROJECTS EXCEEDING THREE (3) ACRES IN SIZE SHALL SUBMIT A BLOCK LAYOUT PLAN, TO ALLOW FOR NO BLOCK LAYOUT PLAN TO BE SUBMITTED.

SCHEDULE OF USES
HICKORY ON THE BAY

PERMITTED USES:

- ACCESSORY USES AND STRUCTURES
- ADMINISTRATIVE OFFICES
- CLOTHING STORES, GENERAL
- CONSUMPTION ON PREMISES ASSOCIATED WITH RESTAURANT, GROUP III, INCLUDING OUTDOOR SEATING AREAS
- DRIVE-THROUGH FACILITY (LIMITED TO ONE (1))
- DWELLING UNIT: MULTIPLE-FAMILY BUILDING (A MAXIMUM OF SIX (6) DWELLING UNITS)
- ESSENTIAL SERVICES
- ESSENTIAL SERVICE FACILITIES, GROUP I
- EXCAVATION, WATER RETENTION, INCLUDING EXCESS SPOIL REMOVAL IN COMPLIANCE WITH THE LDC
- FENCES, WALLS
- FOOD STORES, GROUP I
- GIFT AND SOUVENIR SHOP
- OPEN SPACE, MINIMUM REQUIRED/PROVIDED (20%)
- PARKING LOT, ACCESSORY
- RENTAL OR LEASING ESTABLISHMENTS, GROUP I (KAYAKS, STAND UP PADDLE BOARDS, AND OTHER NON-POWERED PERSONAL WATER VESSELS)
- RESIDENTIAL ACCESSORY USES
- RESTAURANT, FAST FOOD
- RESTAURANT, GROUPS I, II, AND III; WITH OUTDOOR SEATING
- SIGNS, IN ACCORDANCE WITH CHAPTER 6
- TEMPORARY USES
- VARIETY STORE
- VARIETY STORE WITH PACKAGE SALES OF ALCOHOL FOR OFF-PREMISES CONSUMPTION, LOCATED WITHIN A RESTAURANT (LIMITED TO ONE (1))
- WET SLIPS, ACCESSORY (A MAXIMUM OF 37 WET SLIPS). THESE SLIPS SHALL BE TRANSIENT AND ONLY BE AVAILABLE FOR USE BY PATRONS OF THE COMMERCIAL USES WITHIN THE CPD

PROPERTY DEVELOPMENT REGULATIONS
HICKORY ON THE BAY

THESE PROPERTY DEVELOPMENT REGULATIONS SET FORTH DEVELOPMENT STANDARDS SHALL APPLY TO ALL LAND USES WITHIN THE HICKORY ON THE BAY CPD. STANDARDS NOT SPECIFICALLY SET FORTH HEREIN SHALL NOT BE THOSE SPECIFIED IN APPLICABLE SECTIONS OF THE LAND DEVELOPMENT CODE IN EFFECT AS OF THE DATE OF APPROVAL OF THE DEVELOPMENT ORDER.

MINIMUM LOT AREA AND DIMENSIONS:
THE MINIMUM LOT AREA, WIDTH, AND DEPTH ARE AS DEPICTED ON TH MASTER CONCEPT PLAN FOR THE ENTIRE PROJECT. NO DIVISIONS OR LOT SPLITS SHALL BE GRANTED FOR THIS DEVELOPMENT UNLESS THE PLANNED DEVELOPMENT IS AMENDED TO PROVIDE ALTERNATIVE PROPERTY DEVELOPMENT REGULATIONS.

MINIMUM SETBACKS:
STREET (BONITA BEACH ROAD): MINIMUM 15 FT., MAXIMUM 25 FT. (1) PRINCIPAL AND ACCESSORY STRUCTURE
SIDE: 5 FT.
REAR (WATERBODY): 25 FT. PRINCIPAL STRUCTURES, MEASURED FROM MEAN HIGH-WATER LINE. 10 FT. ACCESSORY STRUCTURES (2), MEASURED FROM MEAN HIGH-WATER LINE.
PRESERVE: 30 FT. PRINCIPAL STRUCTURES; 0 FT. ACCESSORY STRUCTURES

MINIMUM BUILDING SEPERATION:
50% OF THE SUM OF THE HEIGHTS OF THE BUILDINGS, BUT NOT LESS THAN 15 FT.

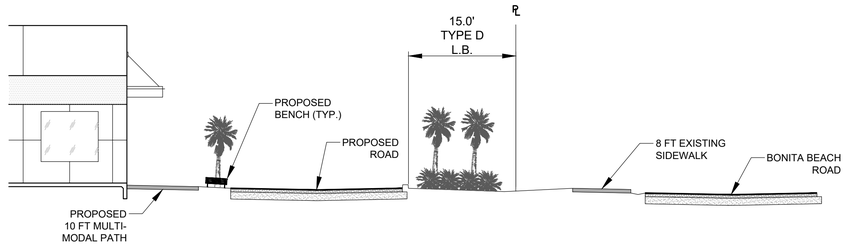
MINIMUM OPEN SPACE: 20%

MAXIMUM LOT COVERAGE: 40%

MAXIMUM BUILDING HEIGHT: 35 FT. (2 STORIES)

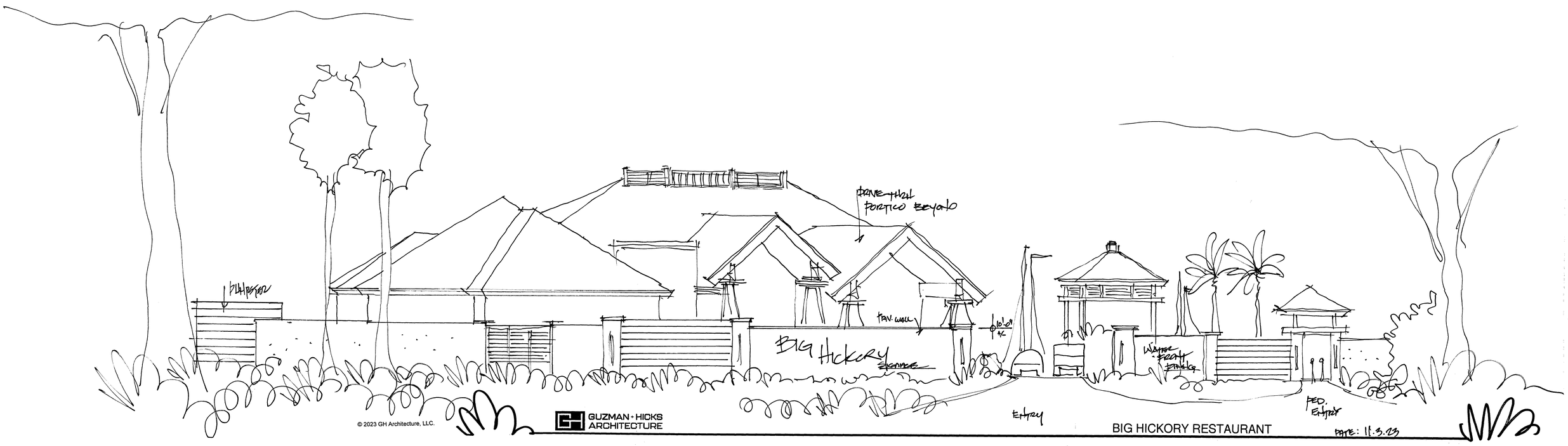
FOOTNOTES

1. PER DEVIATION (4), THE MAXIMUM SETBACK SHALL NOT BE APPLICABLE TO PRINCIPAL WATERFRONT STRUCTURES AND ACCESSORY STRUCTURES.
2. A MINIMUM SETBACK OF 0 FT. FROM WATERBODIES SHALL BE PERMITTED FOR PEDESTRIAN BOARDWALKS AND OUTDOOR SEATING.



TYPICAL SITE PAVEMENT
CROSS-SECTION

EXHIBIT C



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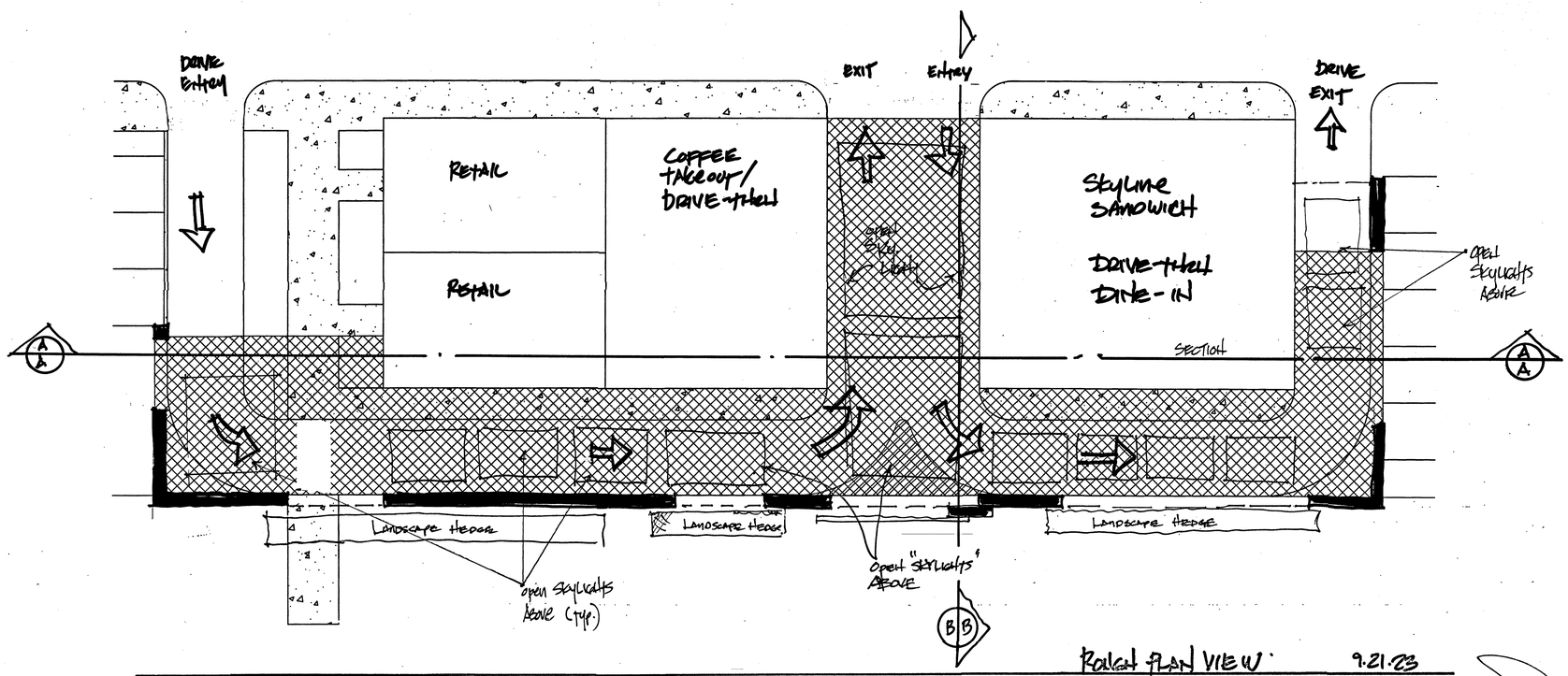
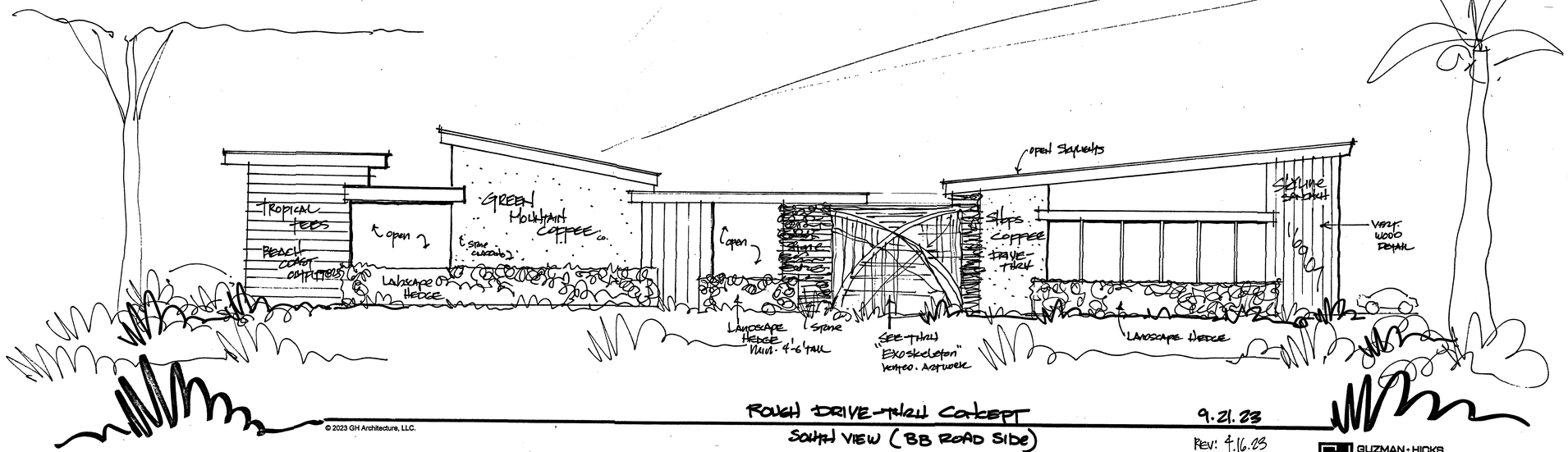
GUZMAN + HICKS ARCHITECTURE



ROOF PLAN VIEW 9.21.23



ROUGH DRIVE-THRU CONCEPT 9.21.23
SOUTH VIEW (BB ROAD SIDE)

REV: 4.16.23
REV: 4.28.23

© 2023 GH Architecture, LLC.

GUZMAN · HICKS ARCHITECTURE

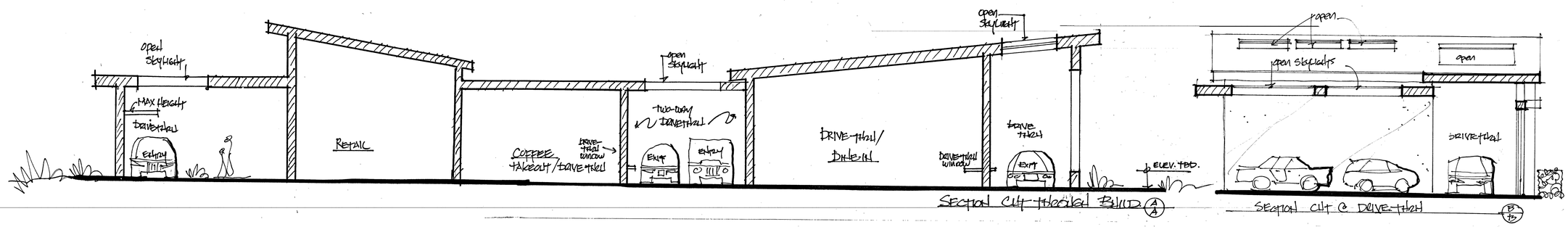
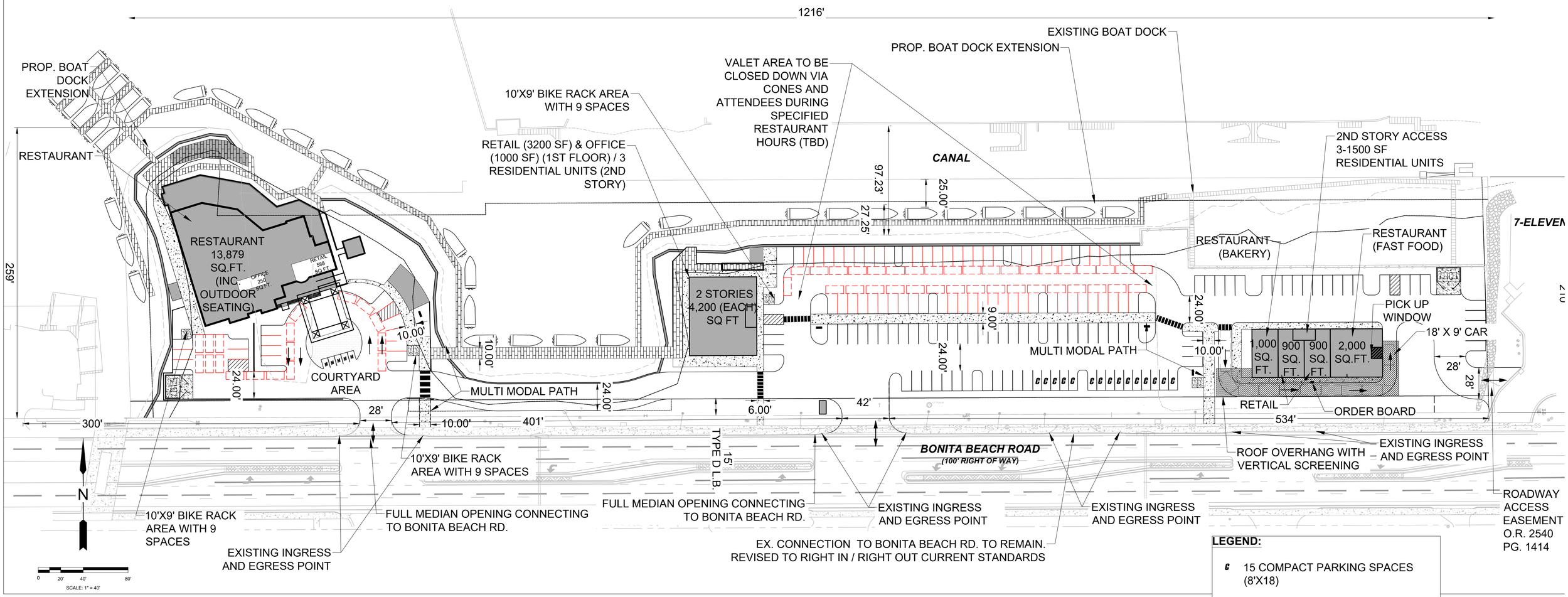


EXHIBIT D

PARKING REQUIREMENTS			
USE	VALUE	REQUIREMENT	REQUIRED
RESTAURANT	13,879	14 SPACES PER 1,000 SQ.FT.	195
OFFICE	1,450	1 SPACES PER 300 SQ.FT.	5
MULTIPLE-FAMILY UNITS (4 - 2 BED; 2 - 1 BED)	6	1.75 SPACES PER 2 BED UNIT; 1.5 SPACES PER 1 BED UNIT.	10
RETAIL	5,388	1 SPACES PER 250 SQ.FT.	22
RESTAURANT (FAST FOOD)	1,000	13 SPACES PER 1,000 SQ.FT.	13
RESTAURANT (FAST FOOD)	2,000	13 SPACES PER 1,000 SQ.FT.	26
TOTAL PARKING SPACES REQUIRED			*271*

PARKING REDUCTION		
USE	REQUIREMENT	REDUCTION
VALET PARKING	50% REDUCTION OF REQUIRED PARKING SPACES FOR RESTAURANT	97
BIKE RACK	27 BIKE RACK WILL BE PROVIDED THROUGH THE SITE WITH 3:1 RATIO	9
TOTAL REDUCTION OF PARKING SPACES		*106*
TOTAL PARKING SPACES REQUIRED WITH REDUCTION		***165***
TOTAL PARKING SPACES PROVIDED		***166***



LEGEND:

- C 15 COMPACT PARKING SPACES (8'X18)
- M 5 MOTORCYCLE PARKING SPACES (6'X9')

J.R. EVANS ENGINEERING

HICKORY ON THE BAY

VALET PLAN

VALET PLAN.DWG
September 25, 2024

EXHIBIT E

Hickory on the Bay

Folio No. 10288439, 10288419, 10288422, 10288421, 10288420, 10288418

Historic Slip Review

1994

Gary Rd
Gary Rd
Gary Rd
Gary Rd
h Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

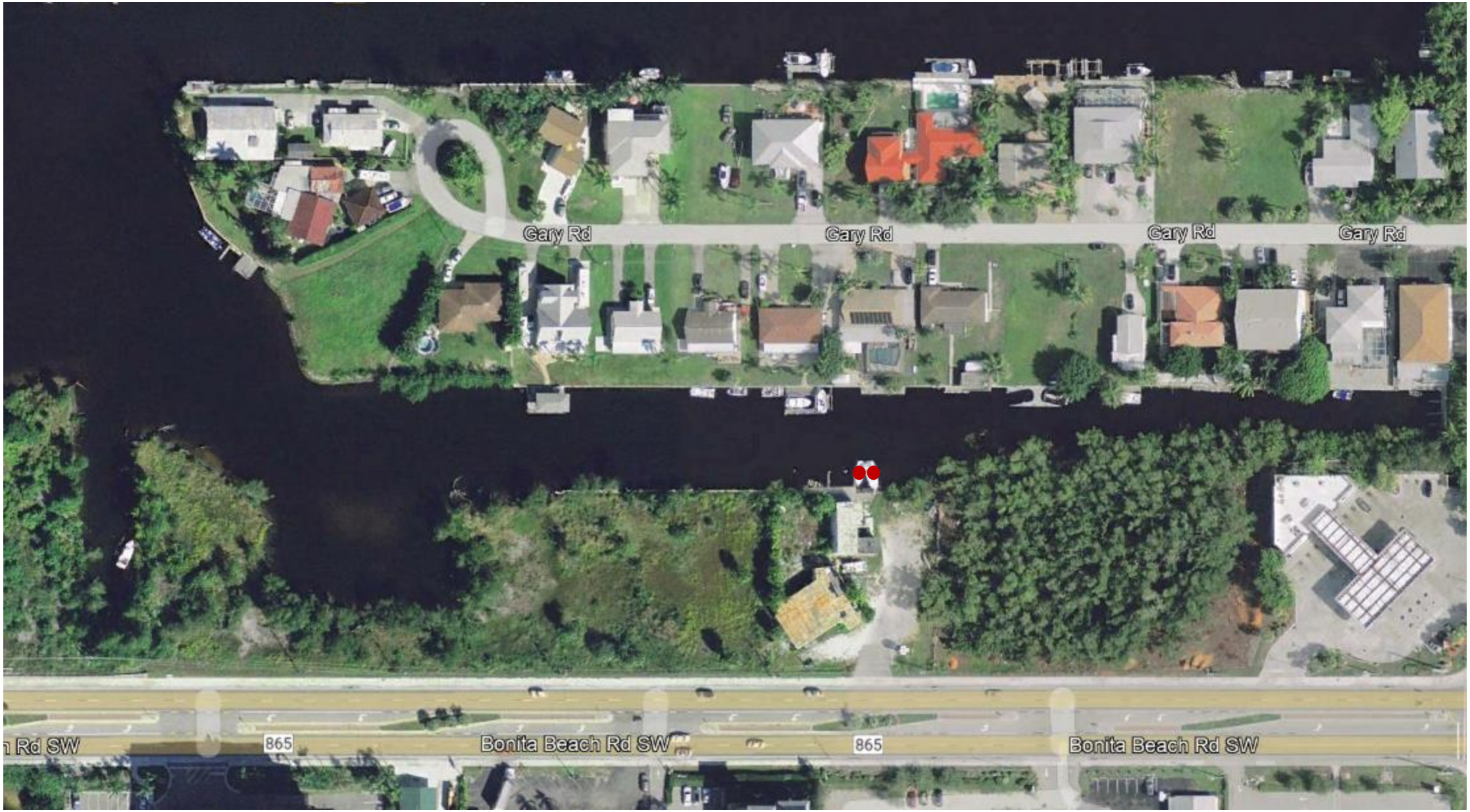
2004

Gary Rd
Gary Rd
Gary Rd
Gary Rd
Lucky Landing Associates
2 wet slips (Seagrant, 1999)
Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

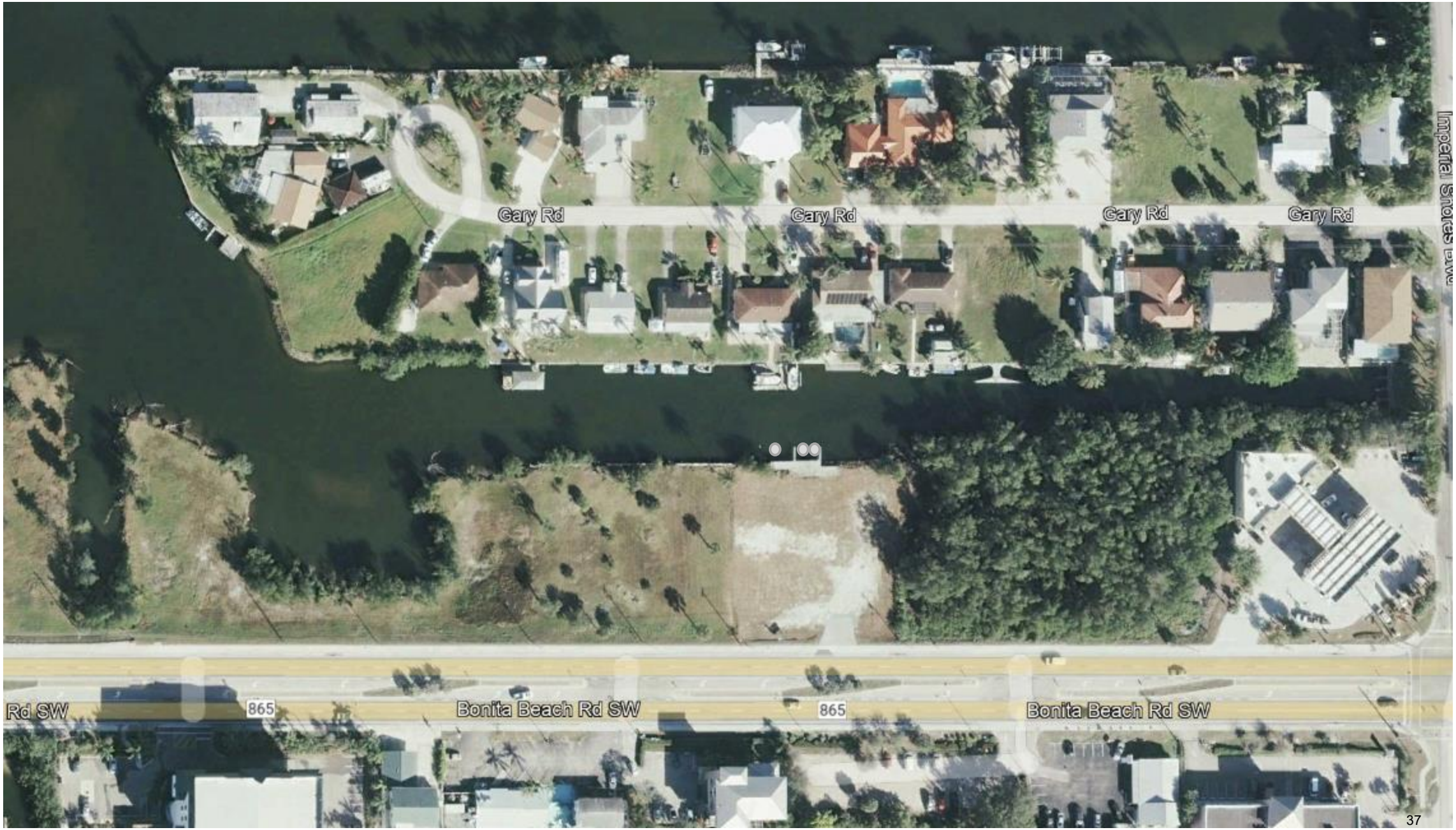
2005

Gary Rd
Gary Rd
Gary Rd
Gary Rd
Imperial Shores Pkwy
h Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

2007


Gary Rd
Gary Rd
Gary Rd
Gary Rd
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

2008


Gary Rd
Gary Rd
Gary Rd
Gary Rd
Imperial Shores Blvd
Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

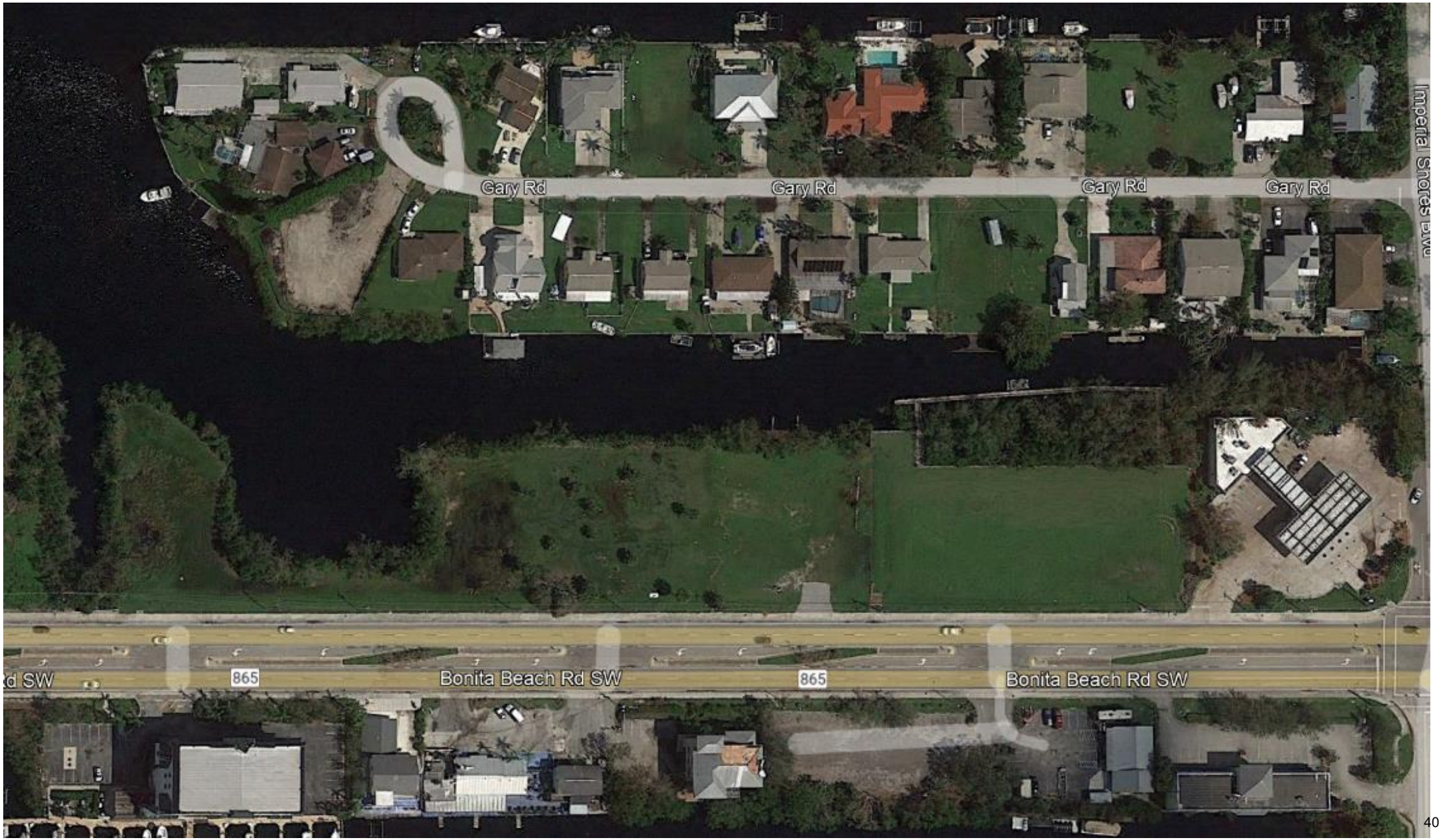
2009

Gary Rd
Gary Rd
Gary Rd
Gary Rd
h Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

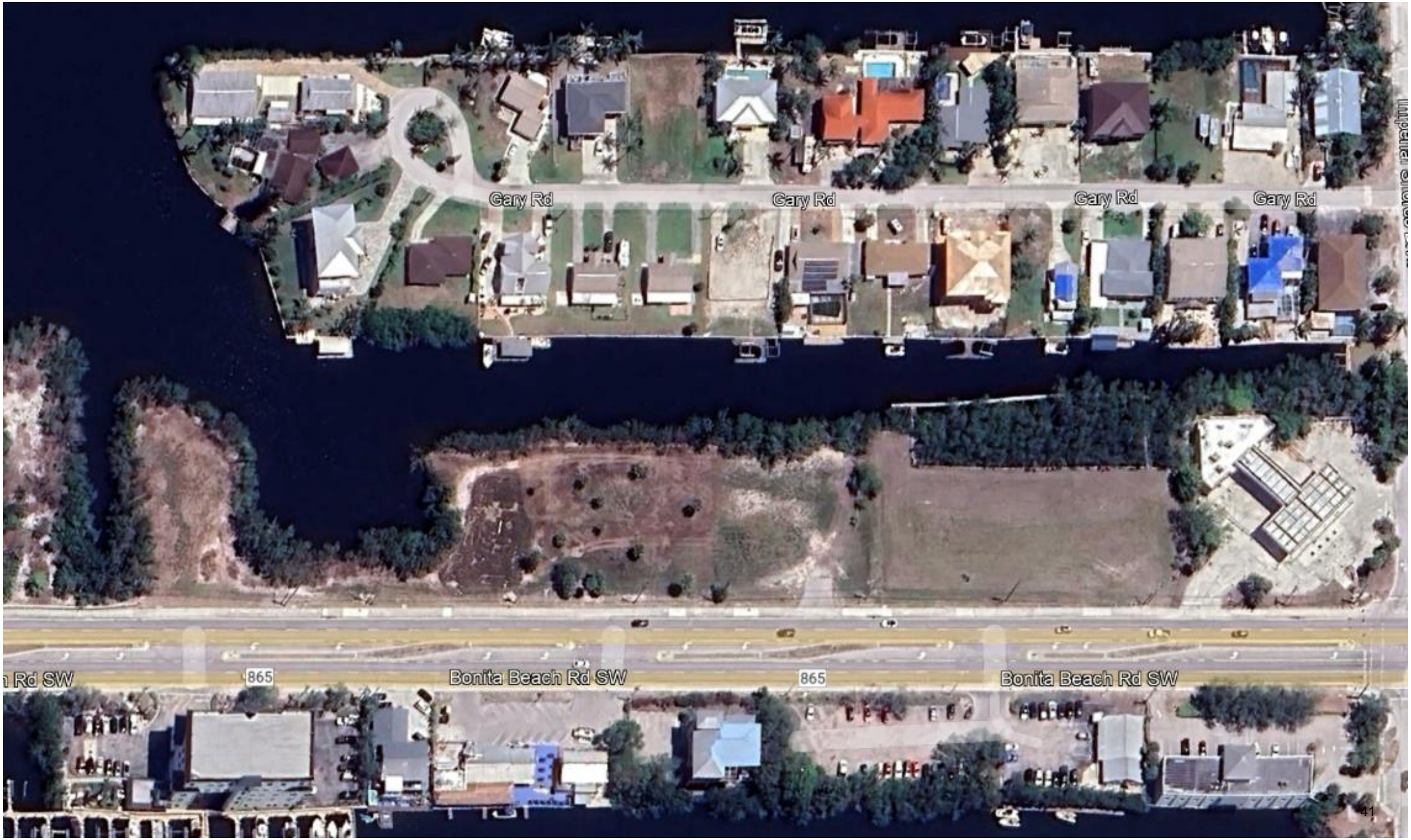
2010

Gary Rd
Gary Rd
Gary Rd
Gary Rd
Imperial Shores Blvd
Mangrove Waterways
Original authorization – 2003
(notes 6 slips)
Re-authorized – 2007
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

2017


Gary Rd
Gary Rd
Gary Rd
Gary Rd
Imperial Shores Blvd
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

2023


Gary Rd
Gary Rd
Gary Rd
Gary Rd
Rd SW
865
Bonita Beach Rd SW
865
Bonita Beach Rd SW

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 36-04603-P
DATE ISSUED: June 5, 2003

Form #0941
08/95

PERMITTEE: QUINN RUELLE INC
23 MCKEE DR
MAHWAH, NJ 07430

PROJECT DESCRIPTION: Construction and operation of a surface water management system serving 1.5 acres of commercial project known as Nease Building (F.K.A. Bonita Commercial) with ultimate discharge to Estero Bay.

PROJECT LOCATION: LEE COUNTY, SEC 32 TWP 47S RGE 25E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 020820-17, dated August 20, 2002. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 9),
3. the attached 37 Special Conditions (See Pages : 5 - 8 of 9)
5. the attached 7 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 5th day of June, 2003, in accordance with Section 120.60(3), Florida Statutes.

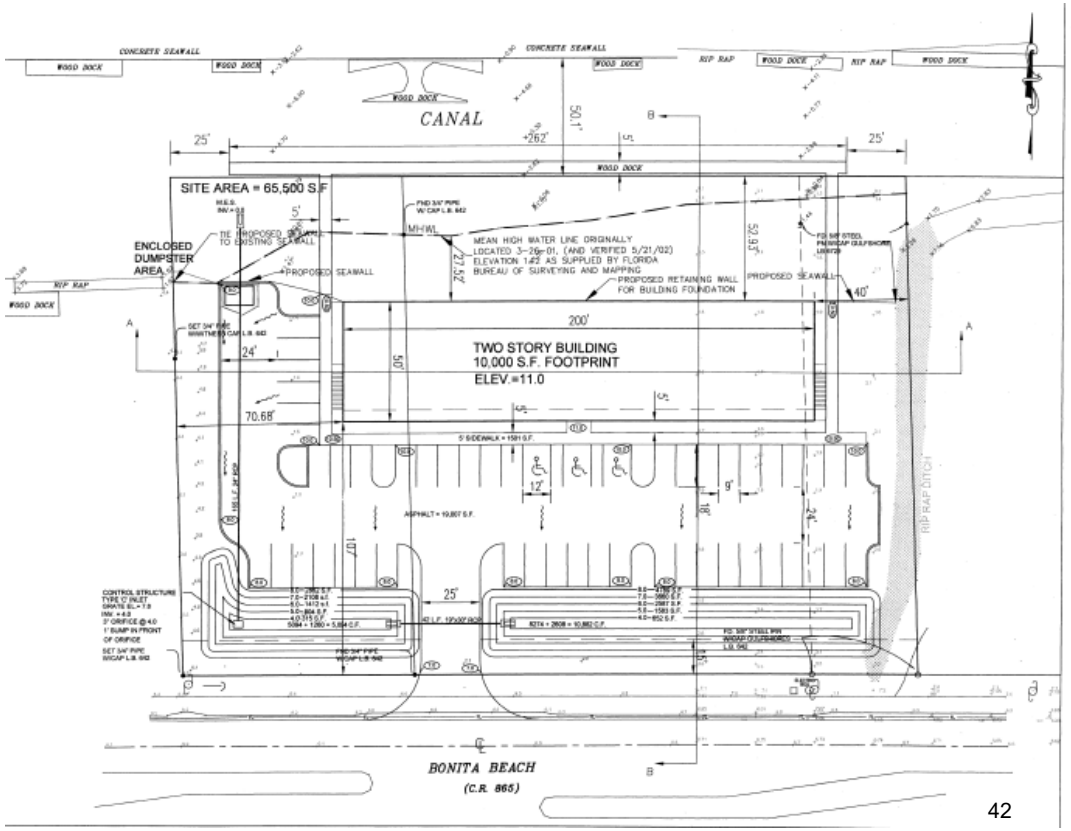
BY: Carla N. Palmer
Carla N. Palmer, P.E.
Director
Lower West Coast Service Center

Certified mail number 7002 2410 0000 5729 5828

App No. 020820-17
Parcel no. 10288418
Issued in 2003 – not constructed

No slip number noted on plans or in permit.

Manatee conditions included in permit.



FWC Comments – App No. 020820-17

No documentation of Final FWC Comments

November 7, 2002

Mary Duncan
Bureau of Protected Species Management
Florida Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399-1600

ADD/REVISED SUBMITTAL
FEB 20 2003
LWC SERVICE CENTER

RE: File No. 020820-17
Bonita Commercial, Lee County
CTE Project No. 02040640

Dear Ms. Duncan:

The purpose of this correspondence is to provide a direct response to your October 3, 2002 RAI to Mr. Harry Spotts, SFWMD. As such we offer the following:

1. **Please provide a clear and easy-to-read site plan and a location map with geographic locators that provide a frame of reference. Please send a complete application with associated drawings of the proposed six slips.**

   Response: One set of plan view and cross sectional 8 ½" x 11" drawings is enclosed for your review.

2. **What is the linear feet of shoreline owned or controlled by the applicant at this project location?**

   Response: The property line measures 312.01 ft. along the canal.

3. **Are there any existing native, submerged aquatic vegetation (such as seagrass) located in the project vicinity? If so, please forward all surveys and estimated extent of potential adverse impact.**

   Response: The canal adjacent to the subject property has been inspected for seagrass. None was observed.

4. **Please provide the number of existing wet and dry slips. Is there an existing boat ramp?**

   Response: No wet or dry slips, or boat ramp, currently exit on-site.

APPLICATION NUMBER
020820-17

5. **Will there be any temporary mooring uses such as restaurants, hotels, watertaxis, rental boats, tour/cruise boats?**

   Response: The commercial dock facility will moore a boat for short watercraft tours of water front property. The mooring is considered permanent.

6. **Is the project located on sovereign submerged lands? Will approval by the Board of Trustees be required?**

   Response: To date, a determination by the Division of State Lands is appartly pending. We will forward any related information to you as we receive it from the SFWMD.

7. **Please provide bathymetry information for the project site.**

   Response: We anticipate that a bathymetric survey will be conducted in the near future. Such information will be forwarded to you upon receipt.

8. **The application states the dock will provide mooring for watercraft related to the proposed real estate office and residential units. Please elaborate on the proposed upland use and the use of watercraft, especially for the real estate office.**

   Response: Offices will utilize the first floor and residential units will occupy the second floor of the complex. The real estate office will utilize a watercraft to show water front property in proximity to the office.

We trust the enclosed information addresses your comments and assists in your review. Should you have any additional questions, please do not hesitate to call me directly.

Sincerely,

Jeff A. Adair
Director of Environmental Services

Enclosures

ADD/REVISED SUBMITTAL
FEB 20 2003
LWC SERVICE CENTER

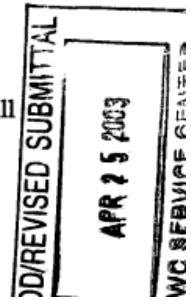
Corps Permit - 200205846 (IP-MN) - 2003

BIOLOGICAL OPINION

DESCRIPTION OF PROPOSED ACTION

The project discussed below occurs within Reach 30 of the Corps' Reach Characterization Analysis.

Nease Incorporated proposes to construct a dock that will provide watercraft access for six new boats. The project is located in Section 32, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida. The Corps has assigned application number 200205846 (IP-MN) to this project. To reduce potential construction-related impacts to the manatee, the applicant has agreed to utilize the Service's *Standard Manatee Protection Construction Conditions*. There will be no dredging or seagrass impacts associated with this project.



STATUS OF THE SPECIES/CRITICAL HABITAT

Species/critical habitat description

Manatee Protection Plans

Countywide Manatee Protection Plans (MPPs) are identified in the Manatee Recovery Plan as a method for protecting suitable manatee habitat and designated critical habitat. In 1989, the State of Florida directed 13 key manatee counties to develop MPPs. The purpose of a MPP is to present a summary of existing information about manatee use and watercraft use within the county and to develop strategies to balance manatee protection, resource protection, water resource uses, facility siting, speed zones, and boating safety as well as provide for public education and on-the-water enforcement of manatee laws and regulations. Miami-Dade County was the first county on the Atlantic Coast to adopt a MPP. The plan was approved by the State in November 1995 (Miami-Dade County DERM 1995). The MPP identified actions that can reduce manatee mortality, including regulatory speed zones for watercraft and marine facility siting policies. The MPP also discusses conservation measures to protect seagrass beds and other aquatic natural resources. The State of Florida approved the Duval County MPP in June 1999. Indian River County's MPP was approved in November 2000. Broward County has submitted a revised MPP to the State for review and approval. The State requested revisions to the plan, the revisions were expected to be complete by the middle of March 2001 (P. Fletcher, personal communication, Broward County). Other counties, including Collier, Citrus, and St. Lucie have adopted MPPs and several others are in the process of developing MPPs. Palm Beach, Martin, and Sarasota Counties have drafted plans that the State is currently reviewing.

CONCLUSION

After reviewing the current status of the manatee, the environmental baseline for the action area, the effects of the proposed action, and the cumulative effects, it is the Service's opinion that the action, as proposed, are not likely to jeopardize the continued existence of the manatee and is not likely to adversely modify critical habitat.

Our conclusion is based on the lack of reasonable certainty of take of manatees due to adequacy of existing speed zones, adequacy of existing signage, sufficiency of existing speed zone enforcement to prevent watercraft collisions from occurring as a result of the project, and the fact that these measures are in place prior to project implementation.

Description notes 6-slip dock
Final Determination: Approval
Review/Comments prior to Lee County MPP

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 36-04603-P
DATE ISSUED:January 23, 2007

Form #0941
08/95

PERMITTEE: QUINN RUELLE INC
PO BOX 340
BONITA SPRINGS, FL 34133

PROJECT DESCRIPTION: This application is a request for a Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system serving 1.5 acres of mixed use residential/commercial project known as Mangrove Waterways (FKA Bonita Commercial) with discharge into waters of Estero Bay via an existing man-made canal.

PROJECT LOCATION: LEE COUNTY, SEC 32 TWP 47S RGE 25E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 060511-19, dated May 11, 2006. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 16 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 4 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 23rd day of January, 2007, in accordance with Section 120.60(3), Florida Statutes.

BY: _____
Rhonda Haag
Service Center Director
Lower West Coast Service Center

Certified mail number 7005 1160 0001 6703 4988

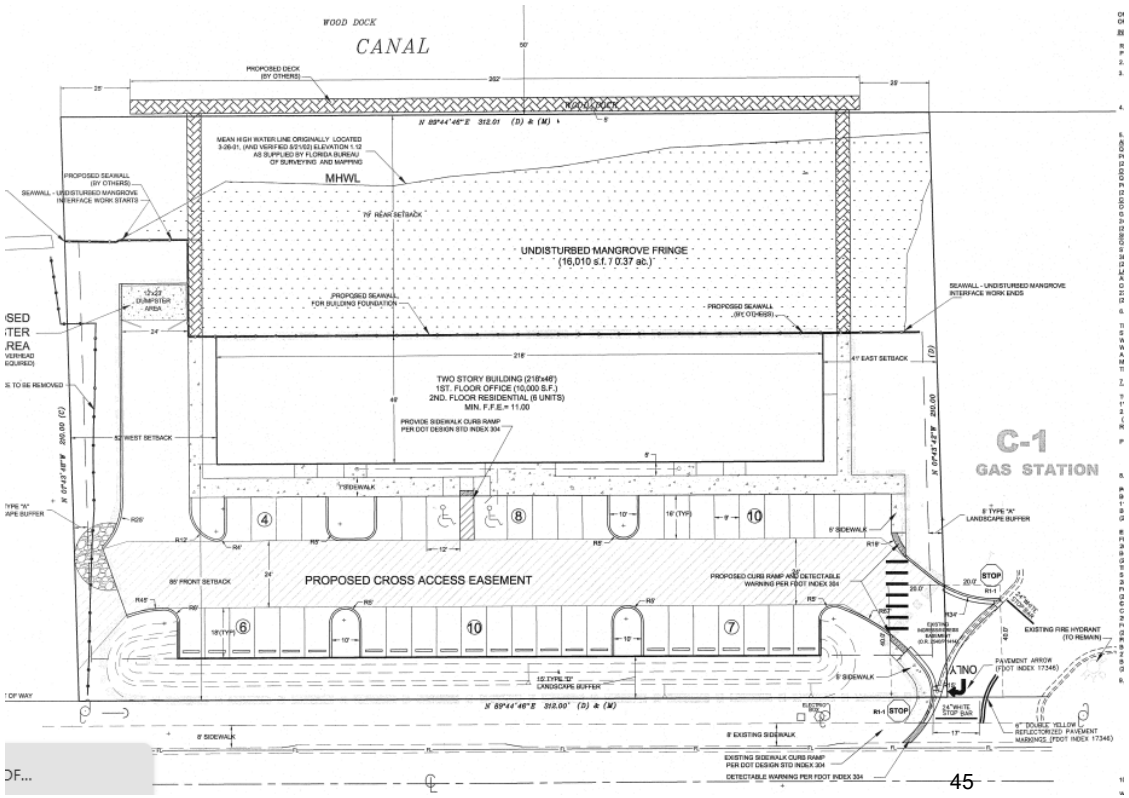
Parcel no. 10288418
Issued in 2007, constructed in 2008

- Permit extension from 2012 to 2014; 2014 to 2016

No slip number noted on plans or in permit.

Permit History:

The previously approved project under Permit No. 36-04603-P, Application No. 020820-17 was basically the same scope of work but the wetland impacts were bigger and allowed for an open storr water management system. During the ACOE permit process the applicant was forced to reduc mangrove impacts and therefore the project was moved towards the Bonita Beach Road ROW, sacrificin the stormwater management areas to preserve mangroves.



RE: MPP Review - 4752-4570 Bonita Beach Rd., Bonita Springs

HL

Haynes, Lesli <LHaynes@leegov.com>
To LaVere, Ashley

Reply | Reply All | Forward

Tue 4/15/2025 10:42 AM

Retention Policy Email Retention - 10 Years (12 years) Expires 4/12/2037

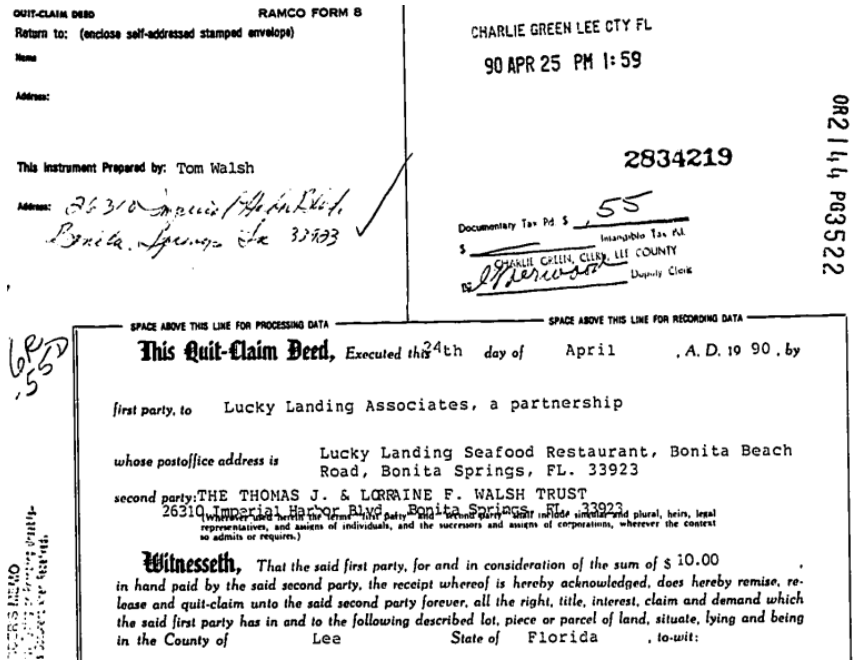
[EXTERNAL SENDER] Use Caution opening links or attachments

Hi Ashley,

Regarding the historic slip count, I was digging through old data and can confirm that there used to be a restaurant/shop on one of the parcels (32-47-25-B4-00056.0010). It was owned by Lucky Landing Associates, Sea Grant documented 2 wet slips on that parcel in 1999. Just wanted to pass that along.

Thank you,
Lesli

STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
32-47-25-B4-00056.0010	10288420	BAYSIDE HOLDINGS ON HICKORY LL	4612 BONITA BEACH RD SW, BONITA S...	3-2023	$ 4,800,000	$ 1,329,383	$ 1,329,383



QUIT-CLAIM DEED RAMCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name

Address:

This instrument Prepared by: Tom Walsh

Address: 26310 Imperial Harbor Blvd Bonita Springs Fla 33923

CHARLIE GREEN LEE CTY FL

90 APR 25 PM 1:59

2834219

OR2144 PG3522

Documentary Tax Pd $ .55

$ Intangible Tax Pd

CHARLIE GREEN, CLERK LEE COUNTY

By Deputy Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 24th day of April , A. D. 19 90 , by

first party, to Lucky Landing Associates, a partnership

whose postoffice address is Lucky Landing Seafood Restaurant, Bonita Beach Road, Bonita Springs, FL. 33923

second party: THE THOMAS J. & LORRAINE F. WALSH TRUST

26310 Imperial Harbor Blvd Bonita Springs FL 33923

(Wherever used herein the terms first party and second party shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00 , in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee State of Florida , to-wit:

Listed in MPP under Lucky Landing Associates pg. 130

MPP Language

Pg. 43

Projects that have valid permits and currently hold Chapter 380 vested status which allows for construction of slips (wet or dry) that may not be constructed at the time in which the Lee County Manatee Protection plan is adopted and implemented by the Board of County Commissioners, shall be exempted from the MFSE screening process.

Conclusion

Parcel Folio No. 10288420 – Lucky Landings Association – 2 slips (1999)
Parcel Folio No. 10288418 – Mangrove Waterways – 6 slips (2003; re-authorized 2007)

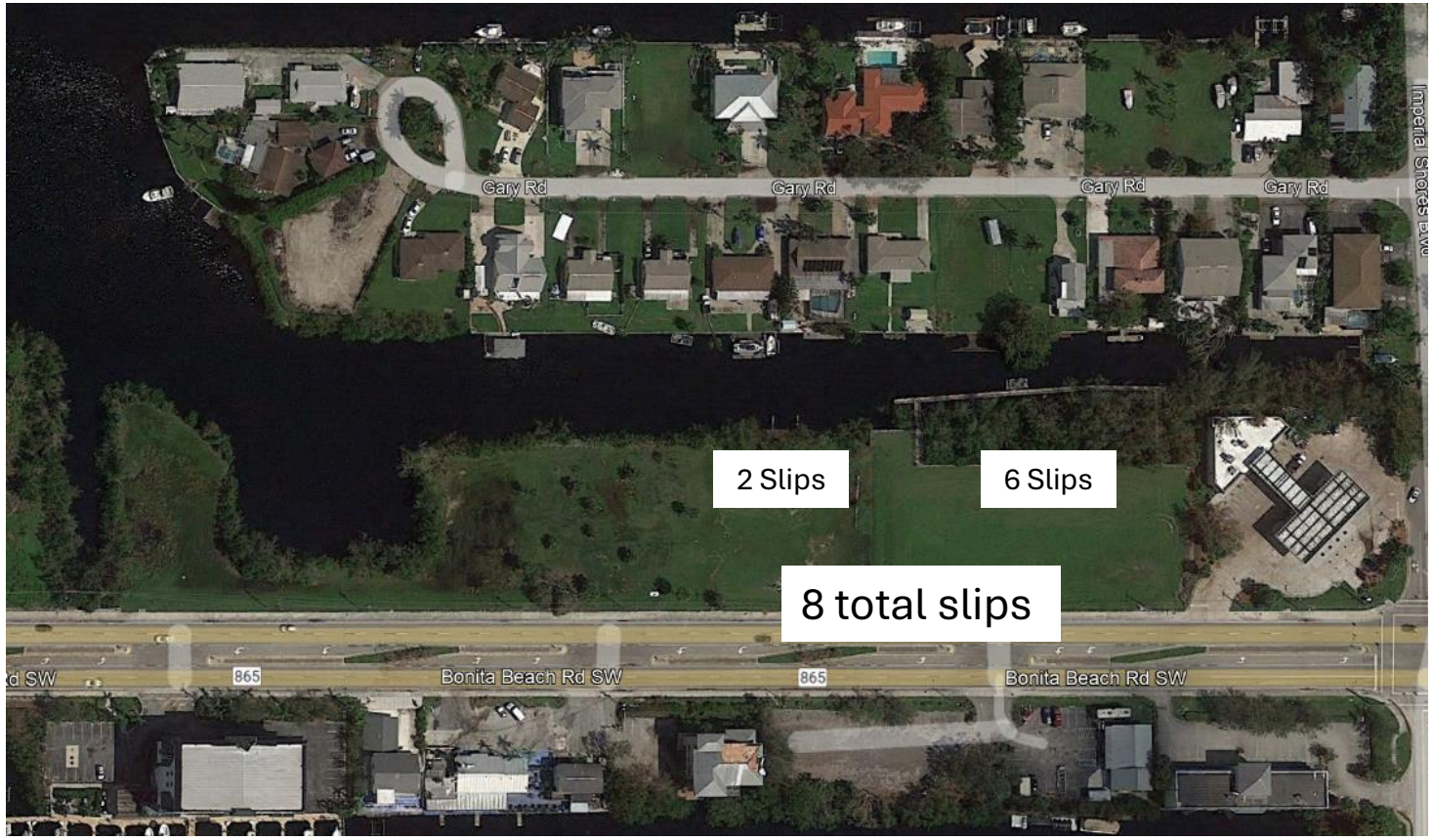


Exhibit IV-H
Schedule of Deviations & Justification
Hickory on the Bay CPD

Deviation (1) requests relief from LDC Sec. 3-289(a), *Special access provisions for Bonita Beach Road*, which requires a minimum connection separation of 660 feet for any access to Bonita Beach Road, to allow a minimum connection separation of 200 feet.

Justification: The proposed MCP provides three access points: two right-out, egress only in the eastern and western portion of the project and one full access centrally located. Due to the irregular shape of the property caused by the bank of the canal, the proposed egress only access points have been located to facilitate the flow of traffic through the project. The full access point is centrally located in the MPD. Due to the presence of a full median opening and the central location, the connection will allow for improved site circulation and provide a direct route from development to the east and west of the proposed development. There is sufficient distance from between the accesses for cars to safely enter and exit the site.

Deviation (2) requests relief from LDC Sec. 3-418(d)(3), *Buffer requirements*, which requires a minimum 5-foot-wide Type A buffer between commercial uses, to allow no landscape buffer between commercial uses internal to the property.

Justification: This is proposed to be a walkable, waterfront project with an emphasis on interconnection for all users. Landscape buffers separating commercial elements are not necessary nor are they consistent with a more walkable, urban environment. All other required landscaping (for parking areas, general tree requirements, and building perimeter plantings) will be provided as required by code.

Deviation (3) requests relief from LDC Sec. 3-418(d)(3), *Buffer requirements*, which requires a minimum 15-foot-wide Type D buffer along rights-or-way, to allow a section of the required perimeter landscape buffer to be 5-feet in width in the location depicted on the Master Concept Plan.

Justification: In this section of the project, an inlet from the canal is ±35 feet from the property line. In order to facilitate the flow of traffic through the project and make the best use of a limited developable area, an internal access is proposed in this location. To accommodate the required setback to the waterbody, seawall, and 24 foot-wide-access drive, a reduced width landscape buffer is necessary. There is no parking proposed in this portion of the site.

Deviation (4) requests relief from the following requirements found in LDC Sec. 4-899, *Site design standards*:

LDC Sec. 4-899(a), *Property development regulations*, which requires a maximum street setback of 25 feet within the Beach Zone of the Bonita Beach Road Overlay, to allow no maximum street setback for principal waterfront structures and accessory structures.

Justification: A maximum street setback of 25 feet will not allow for the proposed waterfront uses. The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area. The proposed CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas.

LDC Sec. 4-899(b)(4)b., *Parking placement*, which requires surface parking lots shall not be permitted on a frontage line or within 30 feet of the frontage line within the Commercial, Historic, and Beach Zone, to allow for parking to be setback 20 feet from the frontage line.

Justification: The developable area of the site is limited by the undulating bank of the canal and the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed restaurant and provide a safe design to facilitate the movement of pedestrians and vehicles through the site. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.

LDC Sec. 4-899(b)(4)c., *Parking placement*, which restricts parking within the Beach, Commercial, and Historic Zone to the side or rear yards of those properties fronting Bonita Beach Road, to allow for parking within the Bonita Beach Road frontage and no street wall or opaque screen.

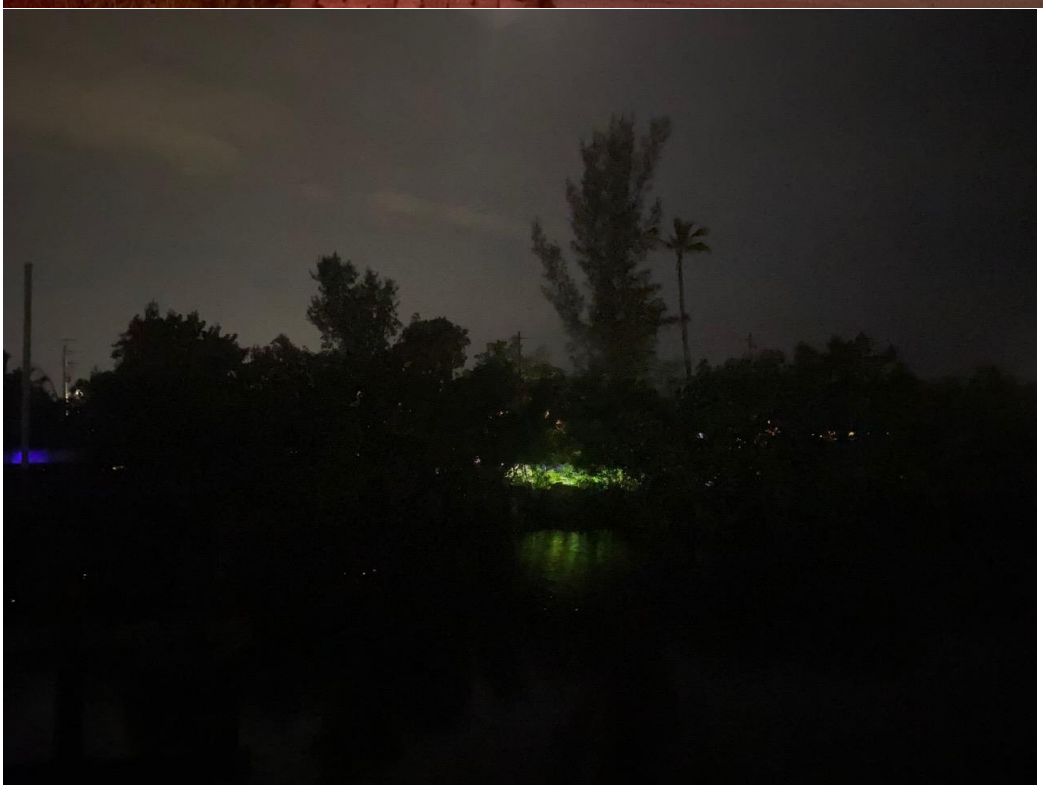
The developable area of the site is limited by the undulating bank of the canal and the inlet. The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area. The proposed CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips; and an internal, cohesively designed pedestrian network within the site that utilizes internal sidewalks and waterfront walkways and seating areas. The required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.

LDC Section 4-899(b)(4)d.ii., *Buffering adjacent property*, which requires that roads, drives, or parking areas located less than 125 feet from an existing residential dwelling or residential lot, a solid fence, opaque hedge, or combination berm and solid fence or opaque landscape hedge not less than six feet in height must be constructed along the property line, to allow for the buffer to consist of the existing mangroves and native vegetation along the shoreline.

There are existing, mature mangroves along the shoreline between the proposed parking and the residential development to the north. The mangroves can be maintained to provide opaque screening at a height greater than the required hedge (if necessary) and will provide buffering and screening that meets the intent of the required plantings. After the removal of exotic

vegetation, supplemental shoreline plantings (such as Sea Grapes or Green Buttonwood) shall be provided to ensure the parking is adequately buffered.

Photos from a vacant lot located on Gary Street, looking south across the canal towards the subject property:



LDC Section 4-899(b)(7), *Dumpsters*, dumpsters shall not be located on frontage lines, to allow for a dumpster within the Bonita Beach Road frontage in the location depicted on the Master Concept Plan.

The dumpster shall be located behind a street wall six feet in height. The proposed wall will fully screen the dumpster from view off-site, as well as screened from the waterbody in the rear by the proposed development. Additionally, this location ensures that solid waste vehicles will easily be able to serve the proposed development.

Deviation (5) requests relief from LDC Section 4-1122(h)(1), *Right-of-way buffer landscaping*, which requires that landscaping adjacent to rights-of-way external to the development project must be located within a landscape buffer easement that is a minimum of 25 feet in width where drive-through facilities abut rights-of-way external to the development, to allow for a landscape buffer easement a minimum of 15 feet in width.

The developable area of the site is limited by the undulating bank of the canal and the inlet. The reduced frontage setback is required to accommodate the required parking for the proposed use and provide a safe design to facilitate the movement of pedestrians and vehicles through the site. The proposed building will utilize a roof overhang attached to a wall adjacent to the perimeter buffer. This wall and the required perimeter landscaping will provide sufficient screening of the parking area and shade for the adjacent Bonita Beach Road right-of-way, establishing a more attractive landscaped view for the traveling public.

Deviation (6) requests relief from LDC Section 4-1122(h)(2), *Right-of-way buffer landscaping*, which requires that the buffer includes an undulating berm with a maximum slope of 3:1 where drive-through facilities abut rights-of-way external to the development, to allow for a buffer with no berm.

The proposed drive through facilities will be designed to be incorporated into the buildings and screened from view from Bonita Beach Road. The buildings will utilize a roof overhang attached to a wall located adjacent to the proposed buffer along Bonita Beach Road to provide vertical screening, exceeding the screening that would be provided by the 3-foot-tall berm required by the LDC. Please see the architectural elevations of drive through included with this application for additional details.

Deviation (7) requests relief from LDC Section 4-1022(e), *Sale for off-premises consumption*, which that a package store or other establishment primarily engaged in the retail sale of liquor for consumption off-site be setback a minimum of 500 feet to any religious facility, school (noncommercial), day acre center (child), park or dwelling unit, or any public entrance or exit of any other establishment primarily engaged in the sale of alcoholic beverages, to instead allow for a package store setback a minimum of 175 feet from dwelling units.

There will be a small retail shop within the proposed waterfront restaurant, similar to the previous location. It is anticipated that the retail shop will sell the following items:

- ***Promotional items, such as apparel, hats, souvenirs, etc.***

- ***Snacks and candy.***
- ***Toys, stuffed animals, puzzles, books, cards.***
- ***Bags of ice.***
- ***Ice cream novelties.***
- ***Beverage cooler for singles and 6 packs of beer and seltzers, soft drinks, water, energy drinks.***
- ***Sundries including packaged over the counter medicine (Tylenol, dramamine, tums), phone chargers, sunscreen, bandages, etc.***
- ***Boat supplies - oil, ropes, etc. This is mainly just as a convenience when boaters need something while out on the water.***

Based on the previous location, the estimated breakdown of sales is as follows:

- ***Promotional items: 85%***
- ***Snacks, drinks, ice, etc.: 10%***
- ***Sundries and toys: 5%***

The retail shop will operate with the same operating hours as the restaurant and will not stay open past the closing time of the restaurant. The package sales are provided as a convenience for boaters and are not expected to be a substantial portion of the overall retail shop sales. Package sales such as these are typically found in other waterside restaurants in the area without issue. Additionally, there is a 7-Eleven adjacent to the east of the project making it more unlikely that the retail shop will sell large quantities of packaged alcohol. There are dwelling units along Gary Road to the north of the proposed developed that are within 500 feet of the proposed restaurant and accessory retail shop. The closest residential lot is approximately 175 feet north. The uses are separated by a canal and do not share a common property line. Due to the low volume of packaged alcohol sales expected and the natural separation of the uses, the requested deviation to allow for the sale of alcoholic beverages for off-premises consumption will have no adverse impact on the nearby dwelling units.

Deviation (8) requests relief from LDC Section 4-899(a)(1), *Site design standards*, which requires that projects exceeding three (3) acres in size shall submit a block layout plan, to allow for no block layout plan to be submitted.

Justification: LDC Section 9-27 defines blocks as follows:

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

The proposed development does not meet the definition of blocks, above, as it consists of various commercial uses utilizing a centralized parking area that will not be subdivided into multiple lots. Furthermore, there is an existing canal and the aquatic preserve to the north and Bonita Beach Road to the south. Because of the shoreline, the depth of the project is inconsistent and as such there are no internal roadways, but rather internal access drives through the parking

lot. Since there are no vehicular roadways or lots proposed, blocks cannot be established and a block layout plan cannot be submitted.

Exhibit II-E-2
Narrative and Bonita Plan Consistency
Hickory on the Bay CPD

Summary of Request

This application requests a rezone to Commercial Planned Development (CPD) to allow for a mixed-use development consisting of six multi-family dwelling units; and 25,500 square feet commercial/retail consisting of restaurants, retail, and offices; along with customary accessory uses, such as transient wet slips. The proposed slips are transient and only for use by the patrons of the proposed commercial uses within the PD. Boats will not be moored overnight and the slips will not be available for members of the public to rent or lease for use as boat storage. There are no fueling facilities or boat services and repairs proposed.

There is a companion Comprehensive Plan Amendment to the Future Land Use Map (FLUM) to redesignate a ±0.66-acre portion of the subject property from Medium Density Multi-Family Residential to General Commercial.

Development Location

The subject property is ±5.90 acres in size and located north of Bonita Beach Road SW, approximately 200 feet west of the intersection of Imperial Shores Blvd. and Bonita Beach Road SW. The property is designated Commercial General (±5.13 ac.) and Medium Density Multi-Family Residential (±0.66 ac.) on the FLUM in the Comprehensive Plan of Bonita Springs. There is a companion Comprehensive Plan Amendment to the Future Land Use Map (FLUM) to redesignate a ±0.66-acre portion of the subject property from Medium Density Multi-Family Residential to General Commercial.

The site is within the Bonita Beach Road Corridor Overlay, Beach Zone and a portion is currently zoned RPD (Blue Marlin Cove). The subject property is currently undeveloped. Please see the table below for zoning and existing land uses surrounding the property.

	Zoning	**Existing Land Use**
North	TFC-2	Canal, single and two-family residential.
South	C-4 (Collier County)	Commercial marina, restaurants, retail.
East	Bonita Beach Road Corridor Overlay, Beach Zone	7-Eleven.
West	Bonita Beach Road Corridor Overlay, Beach Zone	Commercial marina.

Justification

The Applicant for this petition and developer of the proposed project is Bayside Holdings on Hickory, LLC. Previously, they were the owners of the popular Big Hickory Waterfront Grille &

Marina waterfront style dining destination located Hickory Blvd. Due to damages because of Hurricane Ian, this location has since been shut down. Bayside Holdings on Hickory is introducing a similar casual "boater style" restaurant concept that is specifically designed for a waterfront setting and primed for the subject site. The intent is to establish an attractive waterfront destination. The proposed development will consist of a waterfront restaurant, family friendly waterfront activities along the bay for the community to enjoy (such as ping pong, cornhole, etc.), a coffee shop, ice cream and candy shop, and/or specialty regional retail or food shops along a boardwalk. The applicant intends to provide an attractive "boater style" destination for the area that is compatible with the surrounding community, and which adds a desired benefit to the area. The CPD also permits a kayak launch. It is not the intent currently for the kayak launch to be open for public use for free, but instead to allow for private kayak rental if there is interest from potential tenants. If developed, this kayak launch will provide additional opportunities for access to the adjacent aquatic preserve. The project will be designed to enhance the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area to take pride in and enjoy. The proposed development also includes transient wet slips for use by patrons of the CPD to reduce parking demands and encourage alternative means of transportation to the development.

Based on the data and analysis provided with this application, the proposed rezoning is consistent with the land use pattern established by the Future Land Use Map; and represents a suitable zoning change, which will provide an attractive commercial destination that furthers the Goals, Objectives, and Policies of the Bonita Plan. The subject property is located off a major arterial that has adequate transportation capacity and the appropriate infrastructure required for the property to connect to central water and sewer.

Bonita Beach Road Corridor Overlay

The proposed development has been designed to be consistent with the vision of the Bonita Beach Road Overlay. The design seeks to organize the buildings in a way that highlights the natural features of the adjacent waterbody while inviting a public presence by locating walking paths along the waterfront that connect to Bonita Beach Road; and creating a waterfront destination for Bonita Springs using outdoor seating areas and wet slips to provide parking for boats.

Permitted Uses

The uses proposed within the CPD are permitted within the Beach Zone of the Bonita Beach Road Corridor Overlay district. For uses considered special exceptions, analysis of the criteria for approval of special exceptions has been provided below.

Site Design Standards

The proposed development will meet or exceed all performance and location standards set forth in the LDC for the Bonita Beach Road Corridor Overlay. The deviations requested enhance the planned development and meet the intent of the overlay; and will not be detrimental to the public health, safety, and welfare. The requested deviations are in response to the smaller size of the parcel and unique, waterfront uses not typically found along Bonita Beach Road.

Parking

The proposed development shall provide the minimum required parking set forth in LDC Section 4-132. Deviations have been requested regarding the location of the parking. Again, the deviations requested enhance the planned development and meet the intent of the overlay; and will not be detrimental to the public health, safety, and welfare. Application of the locational requirements for parking within the overlay would make the development of the proposed waterfront uses impossible and would instead result in locating parking along the shoreline of the adjacent waterbody.

Landscaping

The proposed perimeter buffering will meet the intent of the standards set forth in the LDC for the Bonita Beach Road Corridor Overlay. The deviations requested enhance the planned development and meet the intent of the overlay; and will not be detrimental to the public health, safety, and welfare.

There are existing, mature mangroves along the shoreline between the proposed parking and the residential development to the north. The mangroves can be maintained to provide opaque screening at a height greater than the required hedge (if necessary) and will provide buffering and screening that meets the intent of the required plantings. After the removal of exotic vegetation, supplemental shoreline plantings (such as Sea Grapes or Green Buttonwood) shall be provided to ensure the parking is adequately buffered.

The proposed dumpster along the Bonita Beach Road frontage shall be located behind a street wall six feet in height. The proposed wall will fully screen the dumpster from view off-site, as well as screened from the waterbody in the rear by the proposed development. Additionally, this location ensures that solid waste vehicles will easily be able to serve the proposed development.

Relevant Land Development Code Criteria

Restaurants, fast food, require a special exception in the Beach Zone of the Bonita Beach Road Corridor Overlay. The criteria for approval of special exceptions are found in Sec. 4-131. Please see below for analysis of how the requested Restaurants, fast food use complies with all relevant criteria.

c) Special exceptions…

2) Considerations. In reaching their decision, the zoning board must consider the following, whenever applicable:

   a. Whether there exist changed or changing conditions that make approval of the request appropriate.

Changing conditions such as an increase in tourism and increased population in the City of Bonita Springs make this an appropriate site for the proposed drive-through. Numerous design elements, such as a solid wall to screen the drive-through lane from Bonita Beach Road, have been utilized to minimize impact to the surrounding area. The property, and the surrounding area, is within the Bonita Beach Road Corridor Overlay. The intent of the overlay is to support urbanized development patterns that focus on human-scale development, an appropriate mixture of land uses, site design, interconnectivity, mobility, architectural standards, and a vibrant aesthetically pleasing streetscape. The proposed development furthers the intent of the overlay by providing an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area; and six multi-family dwelling units for employees of the commercial uses. The CPD rezoning will allow for site to be designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips for use by patrons of the proposed development; and an internal, cohesively designed pedestrian network within the site.

b. The testimony of the applicant.

   To be provided.

c. The recommendation of staff.

   To be provided.

d. The testimony of the public.

   To be provided.

e. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.

   Please see the analysis provided below which demonstrates the request is consistent with the goals, objectives, and policies of the Bonita Plan.

f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

   The request meets or exceeds all performance and locational standards. Requested deviations will enhance the objectives of the CPD and are not detrimental to public health, safety, and welfare. Please see the schedule of deviations with justifications.

g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.

The project site is a filled and previously developed property located along Bonita Beach Road. According to past aerial photographs, this property was one of the first sites west of US 41 that was cleared and filled for development. Mangroves have grown in along the shoreline since the site was first cleared and this mangrove shoreline will be protected and enhanced because of the proposed development. The wetland areas landward of the shoreline are not natural wetlands. They have established because of the past site clearing activities to remove nuisance and invasive vegetation. This has been done several times, in accordance with the City Code requirements to maintain open properties and has resulted in removal of small amounts of fill along with the stump and root material which has lowered the ground elevation over time. There are no high-quality uplands or wetlands present on the property which will be impacted by the proposed development activities.

h. Whether the request will be compatible with existing or planned uses.

Bonita Beach Road acts as a major commercial corridor within the City. The property is located within a mostly developed, urban area. The requested use is compatible with the surrounding area. Property to the south (across Bonita Beach Road), east, and west is developed with commercial uses (gas station, restaurants, office, commercial marina). There is single and two-family residential development to the north, across a canal. The requested uses are compatible with and complementary to the surrounding area. The proposed development standards and perimeter buffering will further ensure compatibility. The proposed drive-through use is located along Bonita Beach Road and is setback approximately 182 feet from the residential properties to the north. Additionally, the proposed preserve area is located between the proposed drive through use and the residential development to provide further buffering and screening. The preserve area is heavily vegetated with mangrove.

i. Whether the request cause damage, hazard, nuisance or other detriment to persons or property.

The request will not 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 set forth in this chapter.

The requested use is in compliance with all applicable zoning provisions and supplemental regulations, please see the additional analysis provided below.

3) Findings. Before making a recommendation to the city council to grant any special exceptions, the zoning board must find that the applicant has proved entitlement to the special exception by demonstrating compliance with:

a. The Bonita Plan;

The property is designated General Commercial on the Future Land Use Map. The existing and proposed uses are consistent with the FLU designation, which is 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 been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan." Appropriate uses are recognized as a wide range of commercial retail and service uses.

The landscaping at time of D.O. and will be consistent with FLU Objective 1.3, which encourages improving the visual and aesthetic appearance of the City; and Transportation Element Objective 1.4, which states the City shall improve the aesthetic qualities and appearances of roadways and their adjacent land uses. The site has access to adequate public facilities and services in accordance with FLU Objective 1.11.

b. This chapter; and

Provided above.

c. Any other applicable ordinances or codes.

Provided below.

4) Authority.
   a. The zoning board must make the recommendation to grant the special exception unless they find the request is contrary to the public interest and the health, safety, comfort, convenience and welfare of the citizens of the city, or that the request is in conflict with subsection (c)(3) of this section.

The request is not contrary to the public interest or to the health, safety, comfort, convenience or welfare of the citizens of the city and is not in conflict with the required findings of subsection (c)(3).

Bonita Plan Consistency

The proposed CPD rezoning is consistent with the goals, objectives, and policies set forth in the various elements of the Bonita Springs' Comprehensive Plan (Bonita Plan). More specifically, the proposed land uses are not contrary to any goals, objectives, and policies outlined in the Bonita Plan. The proposed CPD rezoning is consistent with and furthers the following applicable Goals, Objectives, and Policies, as demonstrated by the analysis below.

Future Land Use Element

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 uses proposed are consistent with those permitted by the land use category and height and FAR limitations.

Policy 1.1.22: In order to minimize incompatibility when commercial, industrial or more intensive land uses share a common boundary with residential land uses, lower intensity uses shall be located adjacent to residential uses and the Land Development Code shall include provisions for buffering in the form of fences, walls, vegetation or spatial buffers to minimize the impacts upon the residential use.

The subject property does not share a common boundary with the residential land uses to the north. There is an ±46-foot-wide canal/navigable waters owned by the state between the subject property and the nearby residential parcels, that is not part of either the subject property nor the residential parcels. The PD provides property development regulations to ensure compatibility with the surrounding area; and the shoreline of the canal meanders within the subject property, providing further separation. Additionally, the more intense uses proposed (the restaurant and drive-through facilities) are located so as to provide increased separation to the residences to the north along Gary Road. Further more, the proposed development incorporates buffering minimize the impacts to the residential uses to the north via a preserve area in the southeastern corner of the property; and retaining and maintaining existing mangroves and vegetation along the shoreline at an appropriate height to provide adequate screening and buffering. The existing shoreline plantings will be enhanced with additional shoreline vegetation where necessary to further ensure adequate screening is provided.

Policy 1.1.24: In order to limit further strip commercial development, new major roadways in the City will be protected from over-commercialization.

The proposed amendment will allow for commercial development on commercially zoned property, in an area with existing commercial uses. The property fronts on Bonita Beach Road, a roadway that already serves as a commercial corridor.

Objective 1.7: To maintain, protect, and where feasible restore, the City's natural environment and resources, and to protect the City's historic resources.

Subsurface and surface water resources will be improved and enhanced as a result of the design and best management practices criteria. A Storm Water Management Plan will be provided as part of this PD rezoning. The project will not adversely affect the long-term water and wastewater supply and disposal needs of the utility. The site will have access to potable water and sanitary sewer. The development will have positive effects on water resources; adhere to best management practices; and improve surface and subsurface water quality.

Objective 1.16: Bonita Beach Road Corridor and Bonita Beach Road Corridor Quadrant Map: Establish regulations to implement the Bonita Beach Road Visioning Study by Toole Design Group date November 1, 2016 for the Bonita Beach Road Corridor, which is generally located between the Gulf of Mexico and the City limits to the East. The corridor serves as the main gateway to the City, and is intended for an interconnected mix of uses including commercial, civic, residential, and mixed-use development, with emphasis on compatibility, a human-scale of development, walkability and bike-ability, and a vibrant aesthetically-pleasing streetscape.

Policy 1.16.1: Implement a cohesive set of provisions in the Land Development Code to provide enhanced standards for new development along the Bonita Beach Road Corridor relating to site design, access, land use, landscaping, parking requirements, interconnectivity, and mobility.

Policy 1.16.2: Provide for the protection and enhancement of viewsheds along Bonita Beach Road through design features and elements that emphasize the gateway character of this corridor.

Policy 1.16.3: Ensure that publicly-owned land and right-of-way is attractively and appropriately landscaped with a consistent design theme.

Policy 1.16.4: Promote use of aesthetically pleasing architectural standards, accessory structures, and additional hardscape and landscape features to create a strong sense of place along Bonita Beach Road.

Policy 1.16.5: New development and redevelopment projects shall be designed and developed to coordinate land uses, site design, access, and required infrastructure improvements with the mobility network identified in the Bonita Beach Road Visioning Study by Toole Design Group dated November 1, 2016.

Policy 1.16.6: Evaluate new development and redevelopment projects along the Bonita Beach Road Corridor in relationship to the "Bonita Beach Road Corridor Quadrant Map" and "Corridor Network Zones Map" to encourage appropriate land use, site design techniques, interconnectivity, and multi-modal access.

The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area; and six multi-family dwelling units for employees of the commercial uses. The CPD rezoning will allow for site to be

designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips for use by patrons of the proposed development; and an internal, cohesively designed pedestrian network within the site.

The design will incorporate Complete Street design elements to promote walkability within the site and along Bonita Beach Road. There will be a centralized, pathway system consisting of a multi-use-path (MUP) a minimum of 8' in width that travels east/west through the site to connect the proposed uses to Bonita Beach Road and establish internal walkability. The MUP will connect to Bonita Beach Road via multiple direct, pedestrian only connections to the existing sidewalk within the Bonita Beach Road right-of-way. The parking lot utilizes multiple pedestrian paths, the MUP, and landscaped islands to interrupt the parking and create a more pedestrian friendly experience. The proposed drive-through facilities will be designed to be incorporated into the buildings and screened from view from Bonita Beach Road. The buildings will utilize a roof overhang attached to a wall to provide vertical screening to create a visually appealing building frontage. The design assimilates the function of a drive-through with the site conditions to create a building that will be practical for the owner but also integrated into the context of the overall site design and the street. There is a courtyard area proposed in front of the restaurant to soften the valet parking area and facilitate pedestrian movement. The courtyard will also act as an extension of the restaurant, allowing for the building to appear closer to Bonita Beach Road and activating the frontage. The project will be designed to utilize a consistent, architectural theme throughout that will be a positive contribution to the City and Bonita Springs. The six residential units proposed will be affordable for and are to provide housing for the workers of the proposed development.

The proposed development has been designed to be consistent with the vision of the Bonita Beach Road Overlay. The design seeks to organize the buildings in a way that highlights the natural features of the adjacent waterbody while inviting a public presence by locating walking paths along the waterfront that connect to Bonita Beach Road; and creating a waterfront destination for Bonita Springs through the use of outdoor seating areas and wet slips to provide parking for boats.

In summary, the goal of the project planning and design was to create a project that creates public, waterfront space via the emphasis on public walking paths and uses providing outdoor gathering spaces and seating areas.

Transportation Element

Objective 1.1: The implementation of a safe, convenient, healthy, and energy efficient multi-modal transportation system which will be maintained and improved to accommodate the forecasted traffic demand for the year 2040 and which is consistent, to the extent possible, with the most current Long Range Transportation Plan of the Metropolitan Planning Organization (MPO), the roadway system established by Lee County, and the Adopted Five-Year Work Program of the Florida Department of Transportation (FDOT).

Any traffic impacts must be mitigated during the required Planned Development rezoning process through payment of road impact fees; dedication of grant or property; or construction of all or a portion of the necessary transportation infrastructure improvement.

Based on the transportation analysis, no modifications are necessary to the adopted work programs of the City of Bonita Springs, Lee County, or FDOT. No changes are required to the adopted Long Range Transportation Plan to support the proposed Comprehensive Plan amendment. Please also refer to the TIS included with this submittal for specific information.

Infrastructure Element

Sanitary Sewer Sub-Element

Policy 1.1.3: The City shall enforce these levels of service standards under the concurrency requirements of Florida law by requiring on of the following before issuance of development permits:

a. Development orders or building permits will be issued subject to the condition that, at the time of issuance of a certificate of occupancy, the necessary facilities and services must be in place and available to serve the development being authorized; or
b. At the time development orders or building permits are issued, the necessary facilities and services are guaranteed to be in place and available ot serve the development at the time of issuance of a certification of occupancy through an enforceable development agreement pursuant to Section 163.3220, Florida Statues, or through an agreement or development order pursuant to Chapter 380, Florida Statutes.

The property is located within the Bonita Springs Utilities (BSU) wastewater service area. BSU has adequate capacity to serve the site.

Solid Waste Sub-Element

Goal 1: To ensure the health, safety and general welfare of the citizens of Bonita Springs through the proper management and disposal of solid waste.

The Comprehensive Plan indicates that the minimum acceptable level of service standards for availability of solid waste disposal shall be 7 pounds per capita per day. The project will have no impact on solid waste disposal, which is contracted through Lee County to a private waste hauler.

Stormwater Management/Aquifer Recharge Sub-Element

Objective 1.1: Improve stormwater management, in terms of both quantity and quality, within the City.

Stormwater facilities will be designed in accordance with applicable regulations and will incorporate and be compatible with on-site wetland systems. A master drainage and surface

water system will be constructed to serve the developed lands. The system will be composed of Best Management Practices (BMP's) which will provide improved water quality and flood protection. Please also refer to the Drainage/Surface Water Management Analysis included with this submittal for more detailed information.

Conservation/Coastal Management Element

Policy 4.1.1: Development shall be limited in Rare and Unique Upland Habitats and strictly controlled in wetlands (as stated in Policy 15.1.1.) in the City.

The project site is a filled and previously developed property located along Bonita Beach Road. According to past aerial photographs, this property was one of the first sites west of US 41 that was cleared and filled for development. Mangroves have grown in along the shoreline since the site was first cleared and this mangrove shoreline will be protected and enhanced as a result of the proposed development. The wetland areas landward of the shoreline are not natural wetlands. They have established because of the past site clearing activities to remove nuisance and invasive vegetation. This has been done several times, in accordance with the City Code requirements to maintain open properties and has resulted in removal of small amounts of fill along with the stump and root material which has lowered the ground elevation over time. There are no high-quality uplands or wetlands present on the property which will be impacted by the proposed development activities.

Goal 5: Protection of Life and Property in Coastal High Hazard and Coastal Management Areas. To protect human life and developed property from natural disasters.

Objective 5.1: Development in Coastal High Hazard Areas - The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA). The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 5.1.1: Comprehensive plan amendments within the CHHA must meet one of the following criteria in accordance with state statutory requirements in Section 163.3178(8)(a), F.S.

Not applicable.

Objective 5.2: Development in the Coastal Management Area (CMA). The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise in the Coastal Management Area (CMA).

Policy 5.2.1: Rezoning to allow higher densities shall not be permitted on barrier and coastal islands.

Although the project is not located on barrier and coastal islands, the proposed rezoning furthers this policy as it will result in a density lower than what is currently permitted.

Policy 5.2.2: Shoreline development in V Zones shall be protected from flood risk, coastal erosion, wave action, and storms by vegetation, setbacks, and/or beach renourishment, rather than by seawalls or other hardened structures that tend to hasten beach erosion. Repairs of lawfully constructed, functional, hardened structures as defined in F.S. Chapter 161 may be allowed subject to applicable state and local review and approval.

Not applicable. The subject property is located Zone AE.

Policy 5.2.3: Through the City's Comprehensive Plan amendment process, land use designations of undeveloped areas within the Coastal Management Area shall be considered for reduced density categories (or assignment of minimum allowable densities where density ranges are permitted) in order to limit the future population exposed to coastal flooding.

Although this is not a request to amend the Comprehensive Plan, the proposed rezoning furthers this policy as it will result in a density lower than what is permitted within the Commercial General Future Land Use.

Policy 5.2.4: Development in the Coastal Management Area, except as otherwise restricted by 5-2 1 and the City's redevelopment project on Old U.S. 41, shall be infill only and shall not exceed the surrounding properties' density/intensity except as allowed by existing zoning at the time of the adoption of this Comprehensive Plan.

The subject property is adjacent to development to the north, south, east, and west. The proposed rezoning will result in infill development that will not exceed the surrounding properties' density/intensity.

Policy 5.2.5: The City shall continue to target its land acquisition program to provide public access to the estuary, open space, preservation and recreation, and shall consider vacant properties in the Coastal Management Area for public acquisition.

Not applicable.

Policy 5.2.6: All development and major redevelopment in the Coastal Management Area shall conform to the City's Flood Damage Protection Ordinance and be consistent with the flood-resistant construction requirements in the Florida Building Code and applicable flood plan management regulations set forth in 44 C.F.R. part 60.

The proposed development shall conform to the applicable requirements in the City's Flood Damage Protection Ordinance; and consistent with the applicable flood-resistant construction requirements in the Florida Building Code and flood plan management regulations set forth in 44 C.F.R. part 60.

Policy 5.2.7: No new mobile home parks will be allowed within the Coastal Management Area.

Mobile home parks are not a permitted use within the proposed CPD.

Policy 5.2.8: Development seaward of the Coastal Construction Control Line (CCCL) shall require applicable State of Florida approval and will be consistent with Ch. 161. F.S.

No portion of the subject property is seaward of the Coastal Construction Control Line (CCCL).

Policy 5.2.9: New development requiring seawalls for protection from coastal erosion shall not be permitted.

The walls proposed for this development are not being installed to protect against coastal erosion but are instead being installed to protect the coastal resources from the proposed upland development. The walls will be placed on the landward side of the existing mangroves and allow for the project to meet the flood plain elevation requirements of the project without impacting the shoreline mangroves. The only location where the wall will cross/meet the open waters is where the small canal is proposed to be filled in. In this location, a rock planter will be established on the waterward side of the wall to allow for future growth of mangroves and other shoreline vegetation.

Policy 5.2.10: Development in coastal areas shall consider site development techniques to reduce losses due to flooding and claims made under flood insurance policies issued in the state. These may include accommodation strategies, such as elevating structures, drainage improvements, or green infrastructure techniques that function to absorb or store water.

The site will be filled and elevated by means of a retaining wall and will provide underground detention for traditional stormwater management. The main restaurant will be elevated further to completely raise it above anticipated flood elevations. The remaining development structures will be wet flood proofed where necessary if they do not exceed anticipated flood elevations.

Policy 5.2.11: The Downtown District, as defined in the Future Land Use Element, is exempt from Policies 5.2.3 and 5.2.4 of this Coastal Management Element.

Not applicable.

Goal 7: Resource Protection. To mange the City's wetland and upland ecosystem so as to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics.

As stated in the response under Policy 4.1.1, there are no historically natural habitats on this property. The entire site was cleared for development several decades ago and has been cleared several times since to remove invasive and nuisance vegetation. The small ditch which is proposed to be filled is a man-made ditch which originally was open to the south then was later modified to open to the north instead. It is a dead-end surface water with a lot of organic debris. The shoreline is a mix of mangroves and invasive vegetation. Filling this canal will enhance water quality within the adjacent Aquatic Preserve eliminating the poorer flushed area as well

as the organic conglomeration within it. The loss of the mangroves along the ditch will be offset by the supplemental plantings which will be done along the remainder of the project shoreline after the invasive vegetation is removed. The benthic habitat under the proposed docks has been investigated to ensure that no benthic resources such as seagrasses or oysters will be impacted by the proposed slips. The construction of the slips will be done in accordance with approvals that will be needed from both the FDEP and USACE and will include protective measures to ensure that impacts to the adjacent waters are minimized.

Policy 7.2.4: The city shall encourage the protection of viable tracts of sensitive or high-quality natural plant communities within developments.

The only high-quality plant assemblage on the project site is the mangrove shoreline and this will be protected and maintained throughout and following the development of the site.

Policy 7.2.8: The City shall use regulations and incentives, such as the following for preserving and planting native species for controlling invasive exotic plants, particularly within environmentally sensitive areas…

All applicable goals, objectives, and policies of the Bonita Plan will continue to be applied within the proposed CPD. The project area will remove invasive exotic vegetation and maintain control of exotics in perpetuity.

Policy 7.2.9: Development adjacent to aquatic and other nature preserves and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.

The intent is to provide an attractive waterfront, commercial experience adding to the aesthetics of the Bonita Beach Road corridor for residents and visitors of the area. The CPD rezoning will allow for the site to be designed to create a multi-modal, waterfront destination. In addition to the expansion of the multi-modal network and waterfront pedestrian facilities, the proposed development will provide a public restroom, public seating, and multiple bike racks throughout the development.

Policy 7.7.9: The City shall utilize the Boat Facility Siting Plan for Lee County to review proposed marina and other boat facility permitting requests.

The proposed project site was reviewed under the Boat Facility Siting criteria from the Lee County Manatee Protection Plan and the site warrants a Conditional ranking allowing up to 5 slips per 100 feet of shoreline. The property has approximately 2,041 feet of shoreline so would be allowed up to 102 slips. The project is proposing 37 slips so is consistent with the MPP and Siting criteria.

Policy 14.2.2: Vertical seawalls shall not be constructed along natural waterways except where such a wall is the most reasonable alternative (using criteria established by ordinance), and vertical seawalls along artificial canals shall not be permitted unless an adequate littoral zone consistent with the surrounding environment is provided. Seawalls in artificial canals where 50% of the canal

or greater is seawalled or for seawalls of less than 300 feet where both adjoining properties are seawalled, will be exempt for this requirement.

As outlined in the response related to Policy 5.2.9, the wall proposed is located behind the mangrove shoreline, The mangrove shoreline to remain will provide the littoral component required under this Policy. As seen on the site plans, the only location where the seawall abuts open water will be where the small canal is being filled in. For this stretch of the wall, a rip-rap planter will be placed waterward on the wall to allow for mangrove plantings and additional recruitment in the future.

Policy 14.2.3: The City shall encourage planting of mangroves or placement of rip-rap in artificial and natural canal systems to replace existing seawalls in need of repair.

As stated previously, rip-rap will be placed on the waterward side of the proposed wall in the location where the canal is being filled in. Mangrove plantings will also be installed within this rip-rap placement.

Policy 15.1.1: Development in wetlands shall be limited to very low density residential uses and uses of a recreational, open space, or conservation nature that are compatible with wetland functions. The maximum density in wetlands is one unit per 20 acres, except that one single-family residence will be permitted on lots meeting the standards in the administration section of the Future Land Use Element of the City's Comprehensive Plan.

The property is currently zoned for commercial use and has been zoned as such in the past. The location along a busy highway amongst other commercial uses makes this zoning designation appropriate for the property. As stated in other responses (Policy 4.1.1, Goal 7), the presence of the wetland on this site are the result of past activities. They are not natural as any wetlands which would have been present historically, were filled in during the sites original development back in the 1950's. Limiting this property to residential development is not consistent with the City's zoning map and is not the highest and best use for this site.

Policy 15.1.6: The natural functions of wetlands located in the City, as identified in the wetland inventory and evaluation contained in the Conservation/Coastal Management Element, shall be maintained and not degraded; and, degraded wetlands shall be restored whenever possible.

Wetlands will be impacted because of the proposed project, but as stated previously these wetlands are not natural and are instead the result of activities which have occurred over time on the project site. Every time the property has been cleared; the elevation has lowered due to the loss of soil associated with the vegetation removal. The minimal wetland functions which will be lost because of the project will be compensated/mitigated for through the state FDEP/SFWMD and federal USACE permitting process. Remaining wetland (mangrove) areas will be protected during construction, enhanced through the elimination of invasive vegetation, and maintained along the shoreline following the development of the site.

Objective 19.3: Marine Sanitation - The City shall prevent the dumping of marine generated waste into the waters of the City.

The facility is providing transient mooring for patrons visiting the restaurant and other upland uses on the site. No long-term mooring is anticipated at this time. Signage will be installed in visible location warning slip users against dumping of any wastes into the waterway.

Objective 19.5: Propeller Scarring of Grass Beds - The City shall ensure the protection of sea grass beds reduce propeller scarring of grass beds in the estuary and the pollution attendant to such scarring.

There are no seagrass beds at the project site. If there are seagrass beds that the City is aware of that need protection, the owners would be amenable to assisting with signage to help protect seagrass areas. As stated previously, the project is not adding boats to the waterway, it is simply providing mooring for restaurant and business patronage within the water, providing an alternative to visiting the site by car.

Objective 20.1: Public Access, Physical and Visual - The City shall increase the public's access to waters within the City.

Policy 20.1.1: Upon adoption of this Comprehensive Plan, the City shall include visual and physical access to waters within the City as components of the City's parks and recreation planning.

The proposed development furthers Objective 20.1 and Policy 20.1.1 by providing visual access to waters within the City. The proposed multi-modal facilities within the site are located along the water where possible, are connected to the existing pedestrian facilities within the Bonita Beach Road right-of-way and are open to the public.

Policy 20.2.1: The establishment of vegetated buffer zones along waterways in the City to prevent erosion of natural shorelines, establish additional wetlands habitat, and enhance the scenery shall be preferred to the indiscriminate clearing of vegetation. These buffer zones shall be evaluated in the review of planned developments and developments of regional impact, and also by specific City regulations.

The shoreline vegetation present will be protected and enhanced through the proposed development. A retaining wall is proposed on the landward side of the shoreline vegetation to protect the vegetation from the upland uses and stormwater runoff. In addition, the exotic vegetation present along the shoreline will be removed and replaced with native mangroves and other shoreline vegetation where needed to protect the shoreline.

Goal 22: Shoreline Management. To encourage the maintenance and development of water-dependent shoreline uses and to avoid their displacement by non-water-dependent uses.

Policy 22.2.2: In all other non-wetland shoreline areas, water-dependent land uses shall have priority over water-related uses. Water-related land uses that provide some form of water access for the public shall be encouraged, particularly when the site has previously provided water access for the public. (This policy shall not be interpreted as a prohibition of new land uses which are only water-related, but instead as a reminder of the diminishing opportunities for water access in the City and the desirability of maintaining and increasing such access.)

a. Water-dependent uses: Land uses are those for which water access is essential and which could not exist without water access.
b. Water-related uses: Land uses that might be enhanced by proximity to the water, but for which water access is not essential.

The proposed development includes water-related uses that provide water access via a public, waterfront walking path and wet slips that provide boat parking for patrons.

Objective 22.3: The City of Bonita Springs shall consider the following marina siting criteria in evaluating requests for new and substantially expanded marinas, other wet slip facilities, and boat ramps in order to make efficient use of limited shoreline locations and to minimize environmental impacts.

Proximity to other docking facilities will minimize environmental impacts by concentrating similar uses in an area that already supports the use, as opposed to within a natural waterway with higher quality natural shorelines. This waterway has supported commercial use of docks in the past and the adjacent property is commercially zoned. The proposal to provide temporary mooring to travel to the site by boat instead of cars encourages recreational use of the waterways, will result in a reduction of vehicular trips to the proposed development, and is being done in a manner that preserves the more natural shoreline vegetation as opposed to the sea-walled residential properties on the opposite side of the waterway. The proposed use is less environmentally impactful than the single-family residences across the waterway because of the protection of the shoreline, temporary mooring as opposed to long term mooring, and less overall vessels that are associated with the single-family residences.

Policy 22.3.1: Proposed marinas (and expansion of wet slips at existing marinas and new boat ramps) in the following areas face a variety of technical, legal, or environmental obstacles which must be addressed during the review process:

a. Aquatic Preserve (FDEP)
b. Outstanding Florida Waters (FDEP)
c. Class I Waters (FDEP)
d. Marine or Estuarine Sanctuaries (NOAA)
e. Manatee Sanctuaries or Critical Manatee Habitats (FFWCC, USFWS, COE)
f. Approved or conditionally approved shellfish harvesting area's (FFWCC)
g. Bridge/road right-of-way easement (County DOT, State DOT)
h. Other Endangered/Threatened Species Habitat (USFWS, FFWCC, COE)

Extra Caution and consideration shall be given prior to authorizing uses of areas with high environmental values.

The project falls within the area between Imperial Shores Blvd and the Bonita Beach Road Bridge to Little Hickory Island which is identified under Policy 22.1 as an area designated for marine-related water dependent use. The proposed project is specifically identified as a restaurant destination for boaters within the local waterways. Given that it is located within the Estero Bay Aquatic Preserve, additional coordination with the permitting regulatory agencies and with aquatic preserve staff will be undertaken during the permitting review of the project.

Policy 22.3.2: Cumulative effects of several marinas and/or boat ramps in a small area shall be considered in the review of proposed marina projects.

The project proposed is not a full-service marina, but instead a transient mooring facility ancillary to the restaurant and other proposed uses within the project. This facility will not add any vessels into the local waterways and proposes no overnight mooring. It is simply a safe destination for boaters to visit for a meal without having to drive their cars to get there. The proposed docks will also provide launching for non-motorized vessels such and paddle and pedal craft.

Policy 22.3.3: Marina and/or boat ramp siting shall be consistent with the aquatic preserve management plan.

The project will undergo review by the Aquatic Preserve staff and will be consistent with the aquatic preserve management plan, in accordance with this policy.

Policy 22.3.4: Marinas and boat ramp site shall be consistent with the following recommendations of the FDNR Blue Ribbon Marina Committee (Final Report, January 1983):

a. Priority should be given to the expansion of existing facilities, if environmentally sound, over new facilities.
b. Marinas are encouraged in previously disturbed areas and in areas that have historically been used for marina-related activities.
c. Marinas should be located as close as possible to boating demand.
d. Marinas should be encouraged where adequate uplands are available to develop related support activities and to allow for possible future expansion.
e. Location of marinas in highly productive marine habitats should be discouraged.
f. Location of marinas in or near well-flushed, deep-water areas should be encouraged.
g. Impacts upon state-designed manatee sanctuaries should be considered. Particular marina locations or design features which threaten manatees in sanctuaries should be discouraged.

As stated previously, while this proposed facility meets the definition of a marina under the City Codes, it will not provide facilities normally associated with marina use. There will be no fueling or repair services, there will be no overnight mooring. The docks are for temporary transient mooring for patrons of the upland restaurant and for launching of non-motorized craft such as paddle boards, canoes, and kayaks. The location has been previously disturbed through

dredging and filling activities and is in a well flushed area. The filling in of the dead-end canal proposed will help improve flushing within the immediate vicinity of the project site.

Policy 22.3.5: The siting of all board facilities in the City of Bonita Springs shall be consistent with the guidelines, methodologies, procedures, and policies established in the *Boat Facility Siting Plan for Lee County*. This applies to any plans for the expansion of existing facilities or the development of new facilities.

The project is consistent with the Lee County Manatee Protection Plan (MPP) as well as the siting criteria outlined within the MPP.

Policy 22.3.6: New marinas shall be designed to avoid erosion on adjacent shorelines.

The project as proposed maintains all the natural shoreline currently present at the site. The mangroves present in association with the supplemental planting proposed will ensure that the shoreline is maintained. Retaining walls planned as a component of the upland development will minimize the potential for upland erosion into the mangrove shoreline.

Policy 22.3.7: Marina and boat ramp siting preference shall be given to those properties which are located in proximity to large navigable water bodies outside areas of critical manatee concern.

This project is not located within an area of critical manatee concern. Navigable waters are present adjacent to the project site to provide safe access to and from the site.

Policy 22.3.8: Marinas, multi-slip docking facilities, and boat ramps which would disturb or destroy wetlands or grass beds must demonstrate a pressing need and public purpose for the proposed facility and must provide for continued use by the general public.

The adjacent waters have been inspected by the project team as well as by Aquatic Preserve staff and no seagrasses or other benthic resources are present which would be impacted by the proposed slips. The project site has been cleared and filled for decades. Ongoing maintenance of the site involving periodic removal of exotic vegetation has depressed the site elevation in area to the point that wetlands have been created on the site and these wetlands compose enough of the property that it could not be re-developed without impacting these manmade wetland areas. Likewise, the shoreline vegetation on the property is there only because this area was dredged and filled in the past. The impacts to shoreline vegetation along the man-made canal as well as the impacts for the development overall, will be reviewed by the State and Federal regulatory agencies and appropriate mitigation provided as a part of the regulatory permitting process.

The docking facility does not result in any wetland impacts except for the access walkways across the shoreline. The access walkways are in areas with minimal impact to the shoreline vegetation. The wetland impacts associated with the project (filling in of the dead-end canal and filling of man-made wetlands on the site) are the result of trying to build anything on this project site. The parking and stormwater management for any upland use would still impact these wetlands even if the boat docks are eliminated from the project. There are no impacts to

submerged resources (seagrasses, oysters, etc.) or the shoreline vegetation except for trimming of overhanging branches. As such, the impacts to wetlands on the upland portion of the site are not associated with the proposed docks and the project is consistent with this policy.

Policy 22.3.9: New marinas should be located in areas of maximum physical advantage (e.g. adequate water depth). Adequate existing water depths between the proposed facility and any navigational channel, inlet, or deep water, are preferred, as only minimal dredging may be considered.

Water depths at the site are sufficient for the uses proposed. Navigational access to and from the site is of sufficient water depths to allow safe navigation. No dredging is proposed for the project.

Policy 22.3.10: Marina and boat ramp locations which minimize natural shoreline disruption are preferred.

All the proposed docks are located waterward of the mangrove shoreline. Access walkways to the dock will be field located to minimize any mangrove impacts associated with the access.

Policy 22.3.11: Marina and boat ramp construction in dead-end canals are discouraged due to difficulty in meeting State water quality standards.

The proposed project is not in a dead-end canal and proposes to fill in an existing dead-end canal which will improve flushing within the adjacent waters. The proposed plan limits the number of vessels within the canal to 9 or 10 vessels at any one time and proposes none within the back 450 feet of the canal. These vessels would only be there on a temporary basis during the day, with no overnight mooring. The number of vessels proposed in the canal is less than half what is currently permitted on the opposite side of the canal and the transitory use poses less risk to water quality that permanent mooring would. As part of the State permitting process, water quality concerns will be examined and addressed as part of the permitting process.

The docks proposed within the canal are located towards the mouth of the canal to minimize any potential water quality issues associated with the docks being in the canal. The orientation of the moorings also limits the number of vessels that can moor in this area. For comparison's sake, there are 14 residential properties on the opposite side of the canal which could each propose 2 vessels. This would result in between 14 and 28 vessels on the north side of the canal (there currently appear to be moorings for 13 vessels). The project under review is proposing only 11 vessels along the south side of the canal. Plus, these vessels are for transient mooring only, so will not be moored in the canal long term. The project as proposed will have less impact on the canal waters than the homes across the waterway in that there are less vessels, and the vessels will be within the canal for less time. Additionally, the applicant has conducted a flushing study of the marina basin which shows that the waterway flushes within the parameters set by the State so no adverse impacts to water quality are expected.

Policy 22.3.12: Proposed marinas and boat ramps shall demonstrate that the marina site has adequate uplands to provide support facilities for all activities proposed on site without damaging or removing wetlands or rare and unique systems.

The upland properties associated with the proposed docks have been filled in the past and cleared several times of exotic vegetation. The past clearing has lowered the previously filled elevations to the point where wetlands have been created on the property which will be filled as part of the upland development. The wetland areas are disturbed sites and not any rare or unique system. Mitigation for the wetland impacts proposed will be required as a part of the regulatory permitting for the proposed project.

Objective 22.4: Marina Design Criteria - The City shall utilize the following criteria in evaluating the design of new marinas or expansion of wet slip facilities at existing marinas in order to minimize negative impacts to water quality. Detailed regulations on these subjects may be contained in the City's Land Development Regulations.

Policy 22.4.1: Piling construction and other non-dredge-and-fill techniques shall be utilized where possible to minimize habitat destruction.

Due to the nature of the site in which a small canal has been dredged through the property in the past, some fill will be required to create conditions allowing the proposed development. Piling construction will be utilized to meet the floodplain and other regulatory requirements for the project. The small canal which will be filled in was dredged out of the uplands in the 1950's so filling it will be restoring the upland peninsula to its historical configuration.

Policy 22.4.2: Mitigation or restoration to offset proposed adverse environmental effects will be required as a condition of approval for any new or expanded marina facilities. Mitigation/restoration is not preferred over preservation of existing resources.

The project is currently under review by both the SFWMD and USACE regulatory agencies. Any mitigation required will be provided prior to the start of construction.

Policy 22.4.3: To reduce dredging, docks should extend to naturally deep waters when possible. City regulations shall specify the criteria for such extensions.

No dredging is proposed.

Policy 22.4.5: Marina designs shall not reduce water quality in adjacent natural water bodies in order to accommodate an increase in water quality in the marina basin itself.

As stated above, the facility proposed is for the transient mooring of vessels visiting the upland restaurant and providing launching for paddle and pedal craft. No impacts to water quality are anticipated because of the proposed use.

Policy 22.4.6: Existing navigational channels shall be used to access new marina sites where possible.

No new navigational channel(s) are proposed or necessary to access the proposed development.

Policy 22.4.7: Expansion of dry storage capabilities shall be strongly encouraged to reduce dredging.

No dredging is proposed. The upland portion of the site is not capable of supporting a dry storage facility but the use for transient mooring provides a safe destination for vessels to visit the upland commercial use (restaurant) without adding any new vessels into the adjacent waters.

ATTACHMENT "A"

BACKGROUND AND INFORMATIONAL ANALYSIS:

Introduction/Synopsis

The purpose and intent of the various planned development districts is to further implement the goals, objectives, and policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in Land Development Code (LDC) 4-200(2). The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff's recommendation on this rezoning request as outlined in LDC 4-131(d)(3) and LDC 4-299(a)(2) and (4). This recommendation is then presented to the City Council which has the final decision-making authority.

This request is to rezone the subject property into a Commercial Planned Development (CPD) to allow for a new waterfront restaurant with an ancillary store and boat slips for patrons, retail and office facilities, take-out and fast food restaurants, one (1) drive-thru restaurant, and six (6) multi-family dwelling units located above the proposed commercial buildings.

Master Concept Plan

The rezoning request includes a two (2) page Master Concept Plan (**Exhibit "B"**), that depicts the proposed Master Concept Plan; Site Summary, Open Space calculations, Deviations, Notes, and Development Regulations; and Schedule of Uses. The maximum proposed height of the project is thirty-five (35) feet in height. Only two structures are proposed to be two-story, with multi-family dwelling units on the second floor. Interconnectivity to the eastern parcel, the 7-Eleven Gas station, is provided, as a cross-access easement already exists.

The CPD provides for the required Bonita Beach Road multi-modal pathway through the site, providing the public with a closer view at the waterfront property. Up to thirty-seven (37) boat slips are proposed, subject to the conditions recommended and further review by all applicable agencies. The project satisfies the required parking space count with the incorporation of the Valet Plan (**"Exhibit D"**).

The Schedule of Uses included in Sheet 2 of **Exhibit "B"** identifies the specific uses for the proposed project. The property development regulations are also included on Sheet 2 of **Exhibit "B"** and further determine how these uses may develop under this Master Concept Plan, while maintaining consistency with the Bonita Beach Road Corridor Overlay intent.

Staff agree with the Applicant's Narrative and analysis of Planned Development Criteria in **Exhibit G**.

Surrounding Land Use:

Existing Zoning & Land Use	Future Land Use Map
Subject Parcels: Beach Zone of Bonita Beach Road Corridor Overlay and Residential Planned Development (RPD), Vacant	Medium Density Multi-Family Residential: 6 du/acre, up to 10 and General Commercial: 10 du/acre*, 1.2 FAR
North: Two-Family Residential Conservation District (TFC-2), Single-Family, Two-Family and Multi-Family Homes	Med. Den. Res.: 11.6 du/ac
East: Beach Zone of the Bonita Beach Road Corridor Overlay, 7-Eleven Gas Station and Convenience Store	General Commercial: 10 du/acre, 1.2 FAR
South: Bonita Beach Road Right-of-Way, Collier County Commercial Zoning (C-4), Commercial Marina Restaurants, Retail Stores and Offices	
West: Beach Zone of Bonita Beach Road Corridor Overlay, Vacant	General Commercial 10/du/ac, 1.2 FAR

*Companion Comprehensive Plan Map Amendment application (CPA23-109179-BOS so all Properties are located within the General Commercial Future Land Use category.

Planned Development Analysis

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation	Yes – The application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations, provided the Companion Comprehensive Plan Map Amendment is approved.
The request meets or exceeds performance and location standards set forth for the proposed uses	Yes – The MCP with associated conditions presented by Staff will meet the standards of the Land Development Code, except where specific deviations are approved.

Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan	Yes – The proposed density and intensity is below the maximum allowance of the Future Land Use Category of the Comprehensive Plan.
The request is compatible with existing or planned uses in the surrounding area	Yes – The adjacent uses and sites are commercial in nature. The proposed development is also commercial in nature and is considered an infill project. The nearby residential uses will be adequately buffered and shielded. The conditions outlined in the Staff Report are to promote compatibility with all surrounding uses, including required buffering, Noise Ordinance compliance, and use restrictions.

Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development	Yes- adequate facilities and infrastructure are available to serve and service the project.
Will the request adversely affect environmentally critical areas and natural resources	No – Wetland impacts will be appropriately mitigated. The wet slip count will meet the Boat Facility Siting Criteria, as found in the Bonita Plan and Lee County Manatee Protection Plan. The project is required to be approved by the State in compliance with the Estero Bay Aquatic Preserve Management Plan.
Public facilities are, or will be, available and adequate to serve the proposed land use	Yes - Public facilities are available to the site.
Deviations needed to enhance or to achieve the objectives of the planned development	Yes– Staff recommends approval of the eight (8) requested deviations.
Deviations needed to preserve, promote and or protect the public health, safety, and welfare.	Yes – the eight (8) proposed deviations, as conditioned, will provide safeguards for the health safety and welfare of the proposed development and the existing surrounding development.

Environmental

The site has been impacted since the 1950's, as seen on historic aerials and has been used for water-based activities for many years. The eastern end of the site was cleared and filled with permits more recently, and a dock and access walkway were constructed. A retaining wall was installed adjacent to the mangroves. A mangrove fringe has reestablished along the northern boundary over time on the rest of the parcels included in the project.

The Applicant provided a listed species survey and a wetland map for review by the City's Senior Environmental Specialist. The site was reviewed for evidence of a variety of species, including: the American Alligator, Blue Heron, Reddish Egret, Spoonbills, Snowy Egrets, Tri-Colored Herons, and the Florida Bonneted Bat. There was one listed species, the Blue Heron (Egretta caerulea) observed onsite. Additionally, approximately 2.75 acres of potential wetlands were observed, and 1.26 acres of the project are covered by water. There are expected to be 1.85 acres of wetlands impacted and 0.58 acres of secondary wetland impacts, both of which will need to be mitigated. Of the 2.43 acres of wetlands to be impacted, 0.85 acres would consist of native wetlands with exotic vegetation coverage under 50%.

The project will preserve 0.66 acres of mangroves and additional mangrove fringe outside of the indigenous preserve area. All invasive exotic vegetation will be required to be removed from the site in perpetuity. Additional native plantings will be required in the indigenous preserve area after exotic vegetation removal to restore the preserve and provide buffering for the residences to the north.

The project proposes thirty-seven (37) wet slips for use by the public with no overnight mooring. A Marina Facility Siting Evaluation was approved which resulted in a Conditional Rating for the project. Lee County Natural Resources will verify the Screening Results and the number of slips allowed prior to local development order approval. The docks will be required to meet all requirements of the Manatee Protection Plan, including signage and fee payment for education and enforcement, as well as the requirements of the Land Development Code for construction, design, and placement of the docks.

Stormwater

The Applicant provided a Surface Water Management narrative for review by Staff. A more detailed water management plan will be required as part of the development order process. The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, and as outlined in the City's Comprehensive Plan, will provide water quality treatment for beyond that of the SFWMD requirement. Consistent with the City of Bonita Springs Land Development Code, the Applicant will be required to demonstrate

no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of local development order permitting.

Traffic

The City's transportation engineer reviewed the Applicant's Traffic Impact Statement (TIS) as part of this rezoning request. Additional review will take place at time of local development order.

The Applicant's TIS is available for review as part of the Application backup.

Comprehensive Plan

A companion Comprehensive Plan Amendment accompanies this request under CPA23-109179-BOS to amend the future land use of the western parcels so all Properties within the project will be located in the General Commercial Future Land Use category. The Applicant's analysis can be found in **Exhibit G.** The General Commercial future land use category is described as follows:

> **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 uses proposed within the project are commercial in nature and include retail uses for residents and visitors below a floor area ratio of 1.2. Additionally, recreational opportunities are provided for. Six (6) multi-family dwelling units are also proposed, which do not exceed the density allowances of the future land use category and the proposed housing type is compatible.

Objective 1.16: Bonita Beach Road Corridor and Bonita Beach Road Corridor Quadrant Map: Establish regulations to implement the Bonita Beach Road Visioning Study by Toole Design Group date November 1, 2016 for the Bonita Beach Road Corridor, which is generally located between the Gulf of Mexico and the City limits to the East. The corridor serves as the main gateway to the City, and is intended for an interconnected mix of uses including commercial, civic, residential, and mixed-use development, with emphasis on compatibility, a human-scale of development, walkability and bike-ability, and a vibrant aesthetically-pleasing streetscape.

Policy 1.16.1: Implement a cohesive set of provisions in the Land Development Code to provide enhanced standards for new development along the Bonita Beach Road Corridor relating to site design, access, land use, landscaping, parking requirements, interconnectivity, and mobility.

Policy 1.16.2: Provide for the protection and enhancement of viewsheds along Bonita Beach Road through design features and elements that emphasize the gateway character of this corridor.

Policy 1.16.4: Promote use of aesthetically pleasing architectural standards, accessory structures, and additional hardscape and landscape features to create a strong sense of place along Bonita Beach Road.

Policy 1.16.5: New development and redevelopment projects shall be designed and developed to coordinate land uses, site design, access, and required infrastructure improvements with the mobility network identified in the Bonita Beach Road Visioning Study by Toole Design Group dated November 1, 2016.

Policy 1.16.6: Evaluate new development and redevelopment projects along the Bonita Beach Road Corridor in relationship to the "Bonita Beach Road Corridor Quadrant Map" and "Corridor Network Zones Map" to encourage appropriate land use, site design techniques, interconnectivity, and multi-modal access.

As required, the project was designed to be consistent with the Bonita Beach Road Corridor Overlay, except where specific deviations are approved. As discussed in the Applicant's narrative, the project was designed to create a multi-modal, waterfront destination via multiple connections to the existing pedestrian network within the Bonita Beach Road right-of-way; transient boat slips for use by patrons of the proposed development; and an internal, cohesively designed pedestrian network within the site.

Staff agrees with the Applicant's analysis of Objective 1.16, which states:

> The design will incorporate Complete Street design elements to promote walkability within the site and along Bonita Beach Road. There will be a centralized, pathway system consisting of a multi-use-path (MUP) a minimum of 8' in width that travels east/west through the site to connect the proposed uses to Bonita Beach Road and establish internal walkability. The MUP will connect to Bonita Beach Road via multiple direct,

pedestrian only connections to the existing sidewalk within the Bonita Beach Road right-of-way. The parking lot utilizes multiple pedestrian paths, the MUP, and landscaped islands to interrupt the parking and create a more pedestrian friendly experience. The proposed drive-through facilities will be designed to be incorporated into the buildings and screened from view from Bonita Beach Road. The buildings will utilize a roof overhang attached to a wall to provide vertical screening to create a visually appealing building frontage. The design assimilates the function of a drive-through with the site conditions to create a building that will be practical for the owner but also integrated into the context of the overall site design and the street. There is a courtyard area proposed in front of the restaurant to soften the valet parking area and facilitate pedestrian movement. The courtyard will also act as an extension of the restaurant, allowing for the building to appear closer to Bonita Beach Road and activating the frontage. The project will be designed to utilize a consistent, architectural theme throughout that will be a positive contribution to the City and Bonita Springs. The six residential units proposed will be affordable for and are to provide housing for the workers of the proposed development.

The proposed development has been designed to be consistent with the vision of the Bonita Beach Road Overlay. The design seeks to organize the buildings in a way that highlights the natural features of the adjacent waterbody while inviting a public presence by locating walking paths along the waterfront that connect to Bonita Beach Road; and creating a waterfront destination for Bonita Springs through the use of outdoor seating areas and wet slips to provide parking for boats.

In summary, the goal of the project planning and design was to create a project that creates public, waterfront space via the emphasis on public walking paths and uses providing outdoor gathering spaces and seating areas.

Transportation Element

The Applicant provided a Traffic Impact Statement (TIS), which was reviewed by the City's transportation engineer and analyzed earlier in this Report. Additionally, Objective 1.2 of the Transportation Element provides for the City's Complete Streets Policy, which is designed to provide for multi-modal transportation opportunities. The project will be

providing multi-modal transportation opportunities, including sidewalks on both sides of Miller Road and along Bonita Beach Road.

Conservation and Coastal Management Element

Objective 5.2: Development in the Coastal Management Area (CMA). The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise in the Coastal Management Area (CMA).

Policy 5.2.4: Development in the Coastal Management Area, except as otherwise restricted by 5-2 1 and the City's redevelopment project on Old U.S. 41, shall be infill only and shall not exceed the surrounding properties' density/intensity except as allowed by existing zoning at the time of the adoption of this Comprehensive Plan.

The subject property is adjacent development and future redevelopment The proposed rezoning will result in infill development that will not exceed the surrounding properties' density/intensity. The Applicant has provided an FAR map to demonstrate this within **Attachment B**.

Policy 5.2.6: All development and major redevelopment in the Coastal Management Area shall conform to the City's Flood Damage Protection Ordinance and be consistent with the flood-resistant construction requirements in the Florida Building Code and applicable flood plan management regulations set forth in 44 C.F.R. part 60.

The proposed development shall conform to the applicable requirements in the City's Flood Damage Protection Ordinance, Florida Building Code and FEMA requirements.

Policy 5.2.9: New development requiring seawalls for protection from coastal erosion shall not be permitted.

Staff agrees with the Applicant's analysis, which states:

> The walls proposed for this development are not being installed to protect against coastal erosion but are instead being installed to protect the coastal resources from the proposed upland development. The walls will be placed on the landward side of the existing mangroves and allow for the project to meet the flood plain elevation requirements of the project without impacting the shoreline mangroves. The only location where the wall will cross/meet the open waters is where the small canal is proposed to be filled in. In this location, a rock planter will be established on the waterward side of the wall to allow for future growth of mangroves and other shoreline vegetation.

Policy 5.2.10: Development in coastal areas shall consider site development techniques to reduce losses due to flooding and claims made under flood insurance policies issued in the state. These may include accommodation strategies, such as elevating structures,

drainage improvements, or green infrastructure techniques that function to absorb or store water.

The site will be filled and elevated by means of a retaining wall and will provide underground detention for traditional stormwater management.

Staff finds that the project complies with the Coastal Management Area requirements of the Bonita Plan.

Goal 7: Resource Protection. To manage the City's wetland and upland ecosystem so as to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics.

Policy 7.2.4: The city shall encourage the protection of viable tracts of sensitive or high-quality natural plant communities within developments.

Policy 7.2.8: The City shall use regulations and incentives, such as the following for preserving and planting native species for controlling invasive exotic plants, particularly within environmentally sensitive areas…

Policy 7.2.9: Development adjacent to aquatic and other nature preserves and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.

Policy 7.7.9: The City shall utilize the Boat Facility Siting Plan for Lee County to review proposed marina and other boat facility permitting requests.

Policy 14.2.3: The City shall encourage planting of mangroves or placement of rip-rap in artificial and natural canal systems to replace existing seawalls in need of repair.

Staff agrees with the Applicant's analysis of Goal 7 of the Conservation and Coastal Management Element of the Bonita Plan. Staff finds that the project complies with Goal 7.

The project is located within the Coastal High Hazard Area and the Coastal Management Area. However, the proposal is an infill project and the proposed density is less than the permitted maximum. The project will be required to be designed in accordance with the City's Flood Damage Protection Ordinance and the Florida Building Code. Any wetland impacts will need to be appropriately mitigated.

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

City of Bonita Springs
City Council
Draft Budget Hearing Minutes
September 3, 2025
5:30 p.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:39 p.m.*
2. **Invocation** - *Provided by Pastor Jeff Chitwood of Anchor Christian Church.*
3. **Pledge of Allegiance** - *Mayor Gibson led the Pledge of Allegiance.*
4. **Roll Call**

   Present: 7 *Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.*

   Absent: 0

5. **Public Comment on Budget Hearing Agenda Items**

   Ron George - Commented on the proposed budget and planned improvements to Little Hickory Island.

6. **Adopt a Resolution for the Tentative Levying of Ad Valorem Taxes for the Fiscal Year 2025-2026 and Establishing the Date, Time and Place for a Final Hearing. (Green Sheet 25-09-213)**

   The Clerk read the proposed Resolution into the record, including the percent by which the proposed millage rate exceeds the rolled-back rate, and the tentative millage rate is established to provide funding for the fiscal year 2025-2026 budget, and the resulting increase in ad valorem tax revenues is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects and other capital projects.

   Council Member Corrie motioned to adopt the tentative millage rate of 0.8470 mills*; Seconded by Council Member Fullick.* ***The motion carried 5-2*** *(Deputy Mayor Purdon and Council Member Carr opposed).* ***(Resolution 25-108 adopted).***

7. **Adopt a Resolution for the Tentative Budget for Fiscal Year 2025-2026. (Green Sheet 25-09-214)**

   The Clerk read the proposed Resolution into the record, including appropriations and revenue estimates for Fiscal Year 2025-2026. Council Member Carr motioned to adopt the tentative budget for Fiscal Year 2025-2026; Seconded by Council Member Fitzpatrick. ***The motion carried 7-0****.* ***(Resolution 25-109 adopted).***

8. **Public Comment** - *No additional public comments.*
9. **Adjournment** - *The Public Hearing adjourned at 5:39 p.m.*

Prepared by:

_____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL
Date: _____

_____
Mike Gibson, Mayor

DRAFT

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

City of Bonita Springs
City Council
Draft Regular Meeting Minutes
September 3, 2025
5:30 p.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:30 p.m.*

2. **Invocation** - *Observed at Budget Hearing.*

3. **Pledge of Allegiance** - *Observed at Budget Hearing.*

4. **Roll Call**

   Present: 7 *Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.*
   Absent: 0

5. **Public Comment on Agenda Items** - *None*

6. **Public Hearings - Zoning and Land Use:**

   A. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST TO ALLOW A GROUP II ESSENTIAL SERVICE FACILITY (DATA CENTER) ON A PROPERTY LOCATED WITHIN THE BEACH ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SECTION 4-888; LOCATED AT 27695 IMPERIAL RIVER ROAD, STRAP NUMBER 32-47-25-B3-03202.0080, BONITA SPRINGS, FLORIDA, 34134; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-09-207)

   The City Clerk read the title block into the record, and the City Attorney administered the oath to those giving testimony for this, and all public hearings on the agenda. Michael Fiigon, Senior Planner with Community Development, summarized the applicant's request and the staff report, and noted the applicant is in agreement with staff-recommended conditions of approval. Additionally, he noted that the Zoning Board recommended approval. Council Member Carr motioned to approve; Seconded by Deputy Mayor Purdon. Mayor Gibson called for public comment; seeing none, he asked the Clerk to record a roll-call vote. ***The motion carried unanimously. Zoning Resolution 25-110 approved.***

   B. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 0.7 ACRES +/- FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00064.0000 AND 32-47-25-B4-0030A.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-09-208)

   City Attorney Rooney recommended that both the comprehensive plan amendment and the rezone items be heard jointly in a single public hearing, further noting that all individuals providing testimony have been

sworn in. The City Clerk read both title blocks into the record. Mary Tornberg, Senior Planner with Community Development, introduced the items and provided brief summaries of the proposed comprehensive plan amendment and rezone requests. She noted that each received recommendations of approval by staff, and by the LPA and Zoning Board, respectively.

Rich Yovanovich, attorney representing the applicant, began the applicant's presentation by introducing the project team and outlining the scope of the project and associated requests. Mr. Yovanovich highlighted the LPA's recommendation that the applicant work with staff to explore a deviation to the set-back standard for Bonita Beach Road for an appropriate landscaping plan rather than a wall. Next, Traci Kautzman, property owner and applicant, read a personal statement detailing the history and future vision for the restaurant. Her remarks were succeeded by individual presentations from members of the project team. (Applicant presentation is on file in the Clerk's office.)

Next, Senior Planner Mary Tornberg reviewed the proposed Comprehensive Plan amendment and planned development, and summarized staff findings and recommended conditions. She addressed questions from Council members regarding several topics including headlight screening, outside dining/noise, boat slips/boat traffic, and mangroves*. (Staff presentation on file in the Clerk's office).*

Next, Mayor Gibson called for public comment:

- *Deborah Apel - Spoke in support of the project.*
- *Jesse Olsovsky - A neighboring resident, expressed concerns regarding noise, headlight glare, and traffic congestion. (Handouts distributed by Mr. Olsovsky on file with the City Clerk).*
- *Shanna Olsovsky - A neighboring resident, expressed concerns about the project's compatibility with the neighborhood.*
- *Stu Young - A neighboring resident, expressed concerns about compatibility and environmental impact.*
- *Dianne Miller - Spoke in support of the project.*
- *Terry Lenick - Attorney representing the Bonita Fish House Restaurant, shared objections related to traffic and environmental concerns. (Handout distributed by Mr. Lenick on file with the City Clerk).*
- *Kevin McKeever - Commented on potential traffic and parking issues, but expressed support for the project.*
- *Vicky Demao - Expressed concerns about traffic congestion, environmental effects, and noise.*

7:26 pm, Mayor Gibson recessed the hearing for a short break.
7:41 pm, Mayor Gibson reconvened the hearing.

Following a brief rebuttal to public comments by Mr. Yovanovich, Council advised the applicant to work with staff prior to Second Reading to revise the proposed planned development. The revisions should address resident concerns, including headlight screening, boating activity, and noise mitigation. Mayor Gibson announced that both Ordinances will advance to Second Reading Public Hearings.

DRAFT

C. (FIRST READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY FIVE (5) +/- ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATIONS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS; LOCATED AT 4570, 4612, 4640, 4654, 4696, AND 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-09-209)

Minutes for Item 6c provided under item 6b.

7. Consent Agenda Items:

Council Member Corrie motioned to approve the items on the Consent Agenda; Seconded by Council Member Bogacz. ***The motion carried 7-0.***

A. Approve minutes from the City Council Meeting held on August 20, 2025.

B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.

C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.

D. Approve a special event permit for the Bonita Springs Downtown Alliance to use City greenspace to set up tables for their Bonita Springs Trick or Treat event on Friday, October 31, 2025. (Green Sheet 25-09-199)

E. Approve a Resolution awarding the Mowing & Maintenance of Vacant Parcels, Medians & Rights-of-Way Project RFB 25-11 to Superior Landscaping & Lawn Service, Inc. (Green Sheet 25-09-200)

F. Approve a Resolution awarding the Logan Boulevard Landscaping & Irrigation Maintenance Project RFB 25-10 to Duval Landscape Maintenance, LLC. (Green Sheet 25-09-201)

G. Approve a Resolution awarding the I-75/Bonita Beach Road Interchange Mowing & Litter Clean-Up Project RFB 25-12 to P & T Lawn and Tractor Service, Inc. (Green Sheet 25-09-202)

H. Accept proposal submitted by Wright Construction for Banyan Tree Splash Pad project and approve allocation of budget funding in the FY 25-26 draft Budget. (Green Sheet 25-09-203)

I. Approve an agreement between the City and ADEAS-Q, LLC for the City's Mobility Study. (Green Sheet 25-09-205)

J. Approve a Resolution authorizing the City Manager to enter into a Construction Agreement with FDOT per the permit process for the Pelican Landing/Old 41/US 41 Intersection Improvement Project. (Green Sheet 25-09-206)

K. Approve Task Order #3 with Portland State University for the scoping, drafting, and adoption of Comprehensive Plan and Land Development Code Amendments. (Green Sheet 25-09-213)

DRAFT

8. Public Hearings:

A. (FIRST READING) AN ORDINANCE ESTABLISHING VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet 25-09-204)

The City Clerk read the title block into the record, followed by a summary of the proposed Ordinance provided by the City Attorney. Seeing no public comment, Mayor Gibson announced that the Ordinance would proceed to Second Reading.

9. City Manager Items:

A. Discussion of the City of Bonita Springs 2026 Legislative Priorities. (Green Sheet 25-09-212)

City Manager Hunter stated that this item is a continuation of the discussion from the previous City Council meeting, aimed at gathering Council's input and direction on the City's legislative priorities for 2026. The final Council-approved priorities will be presented at the upcoming Lee County Delegation Hearing, scheduled for October 28. She provided a brief recap of suggestions raised during the prior meeting and introduced Tim Stanfield of the City's contract lobbying firm, Greenberg Traurig, who joined the conversation remotely.

Council Member Corrie suggested ongoing routine maintenance and renourishment of Bonita Beach. Mayor Gibson suggested a request to fund underground power lines along Bonita Beach Road, from US 41 to the beach. Deputy Mayor Purdon suggested a funding request for undergrounding power lines at Marni Fields. Council Member Carr suggested a funding request to support aesthetic improvements at the Bonita Beach Rd/Imperial Parkway intersection.

City Manager Hunter noted that the discussion will continue at the next Council meeting.

B. Update on the Fiscal Year 2025-2026 draft budget. (Green Sheet 25-09-210)

Finance Director Lisa Griggs Roth provided an update on the Fiscal Year 2025-2026 draft budget, noting that the final public hearing to adopt the millage rate and proposed budget will be held at 5:30 pm, September 17.

Council Member Fitzpatrick referenced the previously shared franchise and communication fee comparison study, pointing out that Bonita Springs ranks near the bottom. He recommended that Council explore options to increase these fees.

Council Member Fullick proposed a review of the budget allocation for the Historic Preservation Board. Council Member Fitzpatrick cautioned that preservation projects are currently in early stages, including one involving the cemetery. Additionally, Council Member Fullick noted that it has been four years since the City Manager's salary was last adjusted. Council members agreed that a salary review is overdue and requested that Director Griggs Roth prepare a comparative compensation analysis for consideration at the next meeting.

DRAFT

C. Review and discuss Community Development fees in accordance with current standards and applicable state law. (Green Sheet 25-09-211)

City Manager Hunter opened the discussion, explaining that the purpose of the item is to obtain Council's direction on a review of Community Development fees, to ensure alignment with community standards and neighboring jurisdictions. Jacqueline Genson, Planning and Zoning Manager, added that it would be necessary to retain an independent consultant to conduct an impact fee study, to ensure compliance with legal requirements.

Council Member Corrie motioned to direct staff to proceed with an analysis of planning, zoning, and building fees for potential adjustments, and secure a consultant to conduct the impact fee study; Seconded by Council Member Fullick. ***The motion carried 6-1*** *(Deputy Mayor Purdon opposed).*

D. Update on hurricane recovery efforts. *Covered under 9c.*

Additional Discussion Topics

City Manager Hunter informed Council of a written request from the School District to temporarily utilize a City-owned lot next to the Elementary School for staging and operational purposes during the school's construction period. The City Manager and City Attorney will bring back an item for Council review and approval at a future meeting.

City Attorney Rooney advised Council that a FLUEDRA mediation session has been scheduled for 9:00 am, Sept. 12, potentially via Zoom. He requested that one Council Member volunteer to attend and report back to Council on the proceedings. Council Member Fullick volunteered to attend.

10. Mayor and Council Member Reports

Council Member Bogacz provided an update on the San Carlos Estates Water Control District, reporting the results of the 8/23 Landowner Referendum. The vote, 365 NO to 47 YES, confirmed the district will remain independent. She also reminded Council that the Bonita Springs Fire Department will host its annual Patriots Days Ceremony at 5:30 pm, Wed., Sept 11, at Fire Station One, 27490 Old 41 Rd.

Council Member Corrie announced that Bonita Beach has received the Critical Beach designation, expressing appreciation to Representative Botana and Speaker-designate Harrison for their advocacy. He also thanked Rep. Botana for supporting the BERT project, which has now been added to the Florida Forever project funding list.

Mayor Gibson shared that he recently attended the grand opening of a new medical dispensary within the City.

11. Public Comment - *None*

12. Adjournment - *There being no further business, the meeting adjourned at 8:53 p.m.*

Prepared by:

_____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL
Date: _____

_____
Mike Gibson, Mayor

DRAFT

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

City of Bonita Springs
City Council Land Use Workshop
Draft Minutes
August 6, 2025
1:00 p.m.

1. **Call to Order** - *Mayor Gibson called the workshop to order at 1:05 pm.*

2. **Roll Call**

   Present: 7 *Mayor Gibson; Council Member Bogacz; Deputy Mayor Purdon; Council Member Carr, Council Member Corrie; Council Member Fullick; Council Member Fitzpatrick.*

   Absent: 0

   Also Present: City Manager Hunter; City Attorney Rooney; Assistant City Manager Feeney; Community Development Director Dulmer, Planning/Zoning Manager Genson; Dr. Margaret Banyan; and Special Legal Counsel David Theriaque (via zoom).

3. **Public Comment** - *None*

City Manager Hunter introduced the co-facilitators for the workshop, Special Legal Counsel David Theriaque and Dr. Margaret Banyan. Dr. Banyan reviewed the agenda for the session and presented an overview of the City's Future Land Use Map (FLUM). She explained that the FLUM serves as a strategic blueprint for guiding long-term development within the community. It defines the types of land uses permitted in specific areas and sets parameters for development density and intensity. In addition, the FLUM identifies locations that are already developed or have received approval for development, identifies environmentally sensitive areas, and supports responsible redevelopment of vacant or underutilized areas.

Mr. Theriaque presented an historical overview of community planning in Florida and described the distinction between legislative and quasi-judicial decisions. He also presented an overview of Senate Bill 180, which was recently signed into law by the Governor, with a focus on the potential impacts of Section 28 on local governments. This section prohibits counties and municipalities from imposing moratoriums on construction, reconstruction, or redevelopment, and from enacting more restrictive procedures or amendments to comprehensive plans or land development regulations than those that were in effect prior to recent hurricanes, even when such changes are unrelated to disaster recovery. The summary was followed by a discussion among attendees.

Council members identified key topics for future exploration, including the following: Proactive economic development focused on white-collar jobs; workforce housing; seasonal population growth; and reevaluation of traditional downtown perimeters.

The workshop adjourned at 4:11 p.m.

Prepared by:

_____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

_____
Mike Gibson, Mayor

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-217
September 17, 2025

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Helene.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2024-208 and 2024-209 in response to the anticipated landfall of Tropical Storm Helene and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Tropical Storm Helene poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on September 24, 2024, Mayor Steinmeyer executed Resolution 24-72 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-106 issued on September 1, 2025
2. Resolution No. 25-116 issued on September 8, 2025

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE HELENE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 1st day of September, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/1/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE HELENE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 8th day of September, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/08/25

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-218
September 17, 2025

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Milton.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2024-214 in response to the anticipated landfall of Hurricane Milton and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Hurricane Milton poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on October 6, 2024, Mayor Steinmeyer executed Resolution 24-76 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-107 issued on September 1, 2025
2. Resolution No. 25-117 issued on September 8, 2025

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE MILTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 1st day of September, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/1/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE MILTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 8th day of September, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/08/25

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-219
September 17, 2025

ITEM TITLE: Informational update on drainage improvement project agreement with BS Parcel Holdings LLC.

REQUESTOR: Matt Feeney, Assistant City Manager & Derek Rooney, City Attorney

AGENDA SECTION: Consent

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

BACKGROUND:

On February 1, 2023, City Council entered into two (2) agreements with BS Parcel Holdings LLC (a subsidiary of Barron Collier Companies), for the regional drainage improvement project developed by the City's design engineers Singhofen & Associates, to mitigate localized flooding in the area.

On June 19, 2024, City Council amended the Purchase & Sale and Infrastructure Oversizing Agreements, to account for project modifications and infrastructure pricing.

The drainage project is reaching its completion; the South Florida Water Management District has accepted the engineers' certificates of completion for the lakes and converted the permit from the construction phase to the operation and maintenance phase.

Barron Collier Company is ready to transfer ownership of the three (3) stormwater lakes and the infrastructure oversizing agreement in accordance with the agreement of sale between the City of Bonita Springs and BS Parcel Land Holdings.

The agreement identifies the following pricing:

a. Parcel 4, Lake 10 – Closing no sooner than October 1, 2023 $2,050,454.36
b. Parcel 2, Lake 1 – Closing no sooner than October 1, 2024 $10,367,168.26
c. Parcel 3, Lake 8 – Closing no sooner October 1, 2025 $3,473,492.97
d. Infrastructure Oversizing - $1,994,401.34

The City Attorney and staff will, according to the agreement, begin to execute the closings on the property and transfer of ownership and operation of the stormwater system.

STAFF RECOMMENDATION: Accept update.

ATTACHMENTS:

1. First Amendment to Agreement of Sale
2. First Amendment to Infrastructure Oversizing Agreement

REVIEWERS:

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

FIRST AMENDMENT TO AGREEMENT OF SALE

This First Amendment to Agreement of Sale ("Amendment") is made among the City of Bonita Springs, Florida ("City"), BS Parcel Holdings, LLC, a Florida limited liability company, BSGC Land Holdings, LLC, a Florida limited liability company, and BDSFW 2023, LLC, a foreign limited liability company (collectively "Seller").

WHEREAS, Seller is the owner of parcels of land in Bonita Springs Florida, Florida with more particularly described in the Agreement of Sale between the City and BS Parcel Holdings, LLC, and BSGC Land Holdings, LLC, entered into on February 1, 2023 ("Property"); and

WHEREAS, the Agreement was assigned in part to BDSFW 2023, LLC, a subsidiary of Pulte Home Company, LLC, a foreign limited liability company who presently developing the property as a residential planned development; and

WHEREAS, the City has identified the Property as a location where surface water management improvements can be made that would provide a public benefit to both the surrounding neighborhoods and region; and

WHEREAS, the City hired Singhofen and Associates, Inc. who completed the Spring Creek – Bonita Springs Golf Course Flood Reduction Project ("Singhofen Design"), dated August 8, 2022, which includes a substantial portion of the Property; and

WHEREAS, the Seller is a willing seller who has voluntarily agreed to incorporate into its development plans the Singhofen Design and to construct the stormwater improvements contained in the Singhofen Design within the Seller's Property prior to and during Seller's construction of its residential planned development and to convey portions of those improvement to the City; and

WHEREAS, during the course of constructing the improvements, unforeseen field conditions were identified requiring modifications to the design of the stormwater improvements; and

WHEREAS, the Parties have agreed to revised terms to resolve these design changes and the increased costs of the revised designs.

NOW THEREFORE, in consideration of $10.00, and in consideration of the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Seller do hereby agree as follows:

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as material parts of this Amendment.

2. Amendment to Agreement. Section 2 of the Agreement is modified, with ~~strikethroughs~~ representing deletions and underlined language as additions, as follows:

2.1. Buyer covenants and agrees to pay to Seller the total and collective sum of Fifteen Million ~~Five~~ Eight Hundred Ninety-One Twenty-Three and ~~Six~~ One Hundred ~~Sixty-Six~~ Fifteen Dollars and Fifty-Nine Cents ~~($15,523,666.00)~~ ($15,891,115.59) (the "Purchase

BSC-24-11-252

Price") and other good and valuable consideration for the Lake Parcels as specified for each parcel as provided in Section 2.3 (the "Closing Date(s)").

2.3 Timing. Closing for each of the three Lake Parcels identified in Exhibit B shall occur separately and upon the later of the substantial completion of the improvement of and acceptance by the Buyer of each lake in compliance with the Singhofen Design or the corresponding date listed below:

a. Parcel 4, Lake 10 - Closing no sooner than October 1, 2023 ~~($2,018,666)~~ ($2,050,454.36).

b. Parcel 2, Lake 1 - Closing no sooner than October 1, 2024 ~~($9,977,000)~~ ($10,367,168.26).

c. Parcel 3, Lake 8 - Closing no sooner than October 2025 ~~($3,528,000)~~ ($3,473,492.97).

3. Exhibits. All Exhibits referenced in the body of the Agreement are hereby incorporated by reference herein as material parts of this Amendment. Exhibit C, attached hereto, consisting of approved revisions and costs to the Singhofen Design is to be incorporated to the Agreement and supersedes any conflicting provisions in any other exhibit attached thereto.

4. Additional Terms.

a. The City Manager is authorized to execute any supplemental documents to facilitate the closing and terms of this Amendment.

5. Ratification. Except as amended and modified hereby, the Agreement shall be and shall remain unchanged and in full force and effect in accordance with its terms, and, as the Agreement is amended and modified hereby, the Agreement is hereby ratified, adopted and confirmed.

6. Reservation of Authority. It is understood between the parties that nothing contained herein shall limit the City's ability in the future to otherwise obtain necessary drainage, utility, pedestrian or vehicular access through any portion of the Property through use of its eminent domain powers.

7. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

8. Non-Waiver. Failure by the City or Seller to insist upon the strict performance of any of the terms, conditions, or provisions of the Agreement or this Amendment shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Seller, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Amendment as set forth herein.

9. Construction; Headings. Should any provision of this Amendment require interpretation in any judicial, administrative, or other proceeding or circumstance, it is agreed that the court, adminstrative body, or other entity interpreting or construing the same shall not apply a presumption that the construction of a document is to be construed more strictly against the party who prepared the same, it being agreed that the Parties hereto have fully participated in the preparation of this Amendment. The Parties have entered into this Amendment without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the their respective interests. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Amendment and that they enter into this Amendment freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Amendment are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. Interpretation. This Amendment shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term, or otherwise, shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Amendment in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Amendment in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Amendment, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

11. Amendments. This Amendment or any part hereof may not be changed, amended, waived, discharged, or terminated, except by an instrument in writing, executed by all Parties affected by such amendment.

12. Severability. If any clause or provision of the Agreement or this Amendment is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of a court of competent jurisdiction, the remainder of the Agreement or this Amendment will not be affected thereby so long as the remainder does not result in a material forfeiture of either party's agreed exchange of consideration. It is the intention of the Parties that if any such clause or provision is held to be illegal, invalid, or unenforeceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

13. Disclaimer of Third-Party Beneficiaries. The Agreement and this Amendment are solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party that is not a formal party hereto. Nothing in the Agreement or this Amendment, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of the Agreement or this Amendment, or any provisions or conditions hereof, other than as expressly stated herein.

Section 19. Purpose of this Amendment; Not Establishing Precedent. By entering into this Amendment, the Parties do not admit any liability whatsoever to the other, or to any other person,

arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Amendment is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Amendment is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Amendment in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Litigation. The acceptance of proposals for purposes of this Amendment is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

Section 20. Attorneys' Fees; Costs. The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the prior litigation and in the preparation of the Agreement and this Amendment.

Section 22. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Amendment fully and legally effective, binding, and enforceable as between them and as against third parties.

Section 23. Effective Date. This Amendment shall become effective upon the date of execution by the last of the Parties.

Section 24. Survivability. All provisions that logically ought to survive termination and of this Amendment shall survive.

IN WITNESS WHEREOF, the City and the Seller have executed this Amendment effective on the date the last party hereto executes below.

CITY OF BONITA SPRINGS:
Date Signed: 11/6/24

Rick Steinmeyer, Mayor

ATTEST:

Mike Sheffield, City Clerk

Derek Rooney, City Attorney

IN WITNESS WHEREOF, City and Seller have executed this Agreement as of the date and year first above written.

WITNESSES:

Print Name: NICK CASALANGUIDA

Print Name: Nick Kotoheras

BS Parcel Holdings, LLC, a Florida limited liability company
By: Barron Collier Corporation, a Florida corporation, its Manager

By: _____

Name: Brian Goguen

Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ~~LEE~~ COLLIER)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of November, 2024, by Brian Goguen, as VICE PRESIDENT OF BARRON COLLIER CORPORATION, MANAGER of BS Parcel Holdings, LLC., a Florida limited liability company, on behalf of the corporation, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

SABINA HARDY
MY COMMISSION # HH 343836
EXPIRES: January 14, 2027

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

WITNESSES:

Print Name: NICK CASALANGUIDA

Print Name: Nick Kavloheras

BSGC Land Holdings, LLC,
a Florida limited liability company
By: BSGC, LLC, a Florida limited liability company its Manager
By: Barron Collier Corporation, a Florida corporation its Manager
By: _____

Name: Brian Goguen
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ~~LEE~~ COLLIER)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of November, 2024, by Brian Goguen, as V.P. OF BARRON COLLIER CORP. MANAGER OF BSGC, LLC, MANAGER of BSGC Land Holdings, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

SABINA HARDY
MY COMMISSION # HH 343836
EXPIRES: January 14, 2027

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

WITNESSES:

Print Name: Joseph Poolker

Pamela S. Kraft

Print Name: Pamela S. Kraft

BDSFW 2023, LLC,
a foreign limited liability company

By: Naomi Robertson

Name: Naomi Robertson
Title: manager

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of August, 2024, by Naomi Robertson, as Manager of BDSFW 2023, LLC, a foreign limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

CRISTOBAL REYES
MY COMMISSION # HH 586580
EXPIRES: August 26, 2028

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Cristobal Reyes

Exhibit C

City of Bonita Springs Stormwater Improvement Project Change Order Summary		
Lake #	**Description**	**Change Order Amount**
1	Drainage and Miscellaneous	$ 390,168.26
8	Drainage and Miscellaneous	$ (54,507.03)
10	Drainage and Miscellaneous	$ 31,788.36
	Drainage and Miscellaneous TOTAL	**$ 367,449.59**

FIRST AMENDMENT TO
INFRASTRUCTURE OVERSIZING AGREEMENT

This First Amendment to the Infrastructure Oversizing Agreement ("Amendment") is made among the City of Bonita Springs, Florida ("City"), BS Parcel Holdings, LLC, a Florida limited liability company, BSGC Land Holdings, LLC, a Florida limited liability company, and BDSFW 2023, LLC, a foreign limited liability company (collectively "Developer").

WHEREAS, the City and the Developer entered into an Infrastructure Oversizing Agreement ("Agreement") on February 1, 2023 by and between the City and BS Parcel Holdings, LLC, and BSGC Land Holdings, LLC, to provide for the construction, improvement, and alteration of land for public improvements by Developer on property owned by or within easements in favor of the City; and

WHEREAS, the Agreement was assigned in part to BDSFW 2023, LLC, a subsidiary of Pulte Home Company, LLC, a foreign limited liability company who is developing a residential planned development on the Property; and

WHEREAS, Developer is the owner of parcels of land in Bonita Springs Florida, Florida with more particularly described in the Agreement of Sale between the City and BS Parcel Holdings, LLC, and BSGC Land Holdings, LLC, entered into on February 1, 2023 ("Property"), and as modified by the First Amendment to the Agreement of Sale approved by the City on June 19, 2024; and

WHEREAS, City engaged Singhofen and Associates, Inc. to study its existing stormwater infrastructure and design a public surface water management system to address future potential flooding events; and

WHEREAS, the resulting Spring Creek – Bonita Springs Golf Course Flood Reduction Project, dated August 8, 2022 ("Singhofen Design") identified several portions of the Property for utilization; and

WHEREAS, the Developer agreed to modify their development plans and incorporate the Singhofen Design into their planned development master concept plan; and

WHEREAS, the City was desirous to take further advantage of the significant cost-savings in Developer's mobilization resulting from their development to construct public infrastructure; and

WHEREAS, the Developer's preliminary opinion of probably costs for the Additional Improvements was $1,170,000 but after final pricing and project modifications requested by the City the complete reimbursable costs are $1,994,401.34; and

WHEREAS, the purpose of this Amendment is to memorialize change orders in the scope of easements, design, and costs of the infrastructure provided for by the Agreement as they have been authorized by the City during the construction phases of the development due to unforeseen field conditions; and

WHEREAS, the Parties have agreed to revised terms to resolve these outstanding issues.

BSC-24-11-251

NOW THEREFORE, in consideration of $10.00, and in consideration of the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Developer do hereby agree as follows:

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as material parts of this Amendment.

2. Amendment to Agreement. Section 3 of the Agreement is modified, with ~~strikethroughs~~ representing deletions and underlined language as additions, as follows:

> 3. Cost. Developer's ~~preliminary opinion of probably costs $1,170,000 is an estimate only. Developer will bid and provide~~ final pricing for the Additional Improvements to City is reflected in Exhibit B attached hereto ~~upon request~~. ~~Upon review of Developer pricing and before expiration of any bid prices therein, City shall at its sole discretion notify Developer to authorize all or a portion of the Additional Improvements.~~ Developer will be responsible for any change orders and cost increases attributable to conflicts or discrepancies in Developer's Development plans and the City would similarly be responsible for any change orders and cost increases attributed to any conflicts or discrepancies attributable to the Singhofen Design. The City shall be responsible for causing to be relocated any existing Bonita Springs Utilities facilities that conflict with the construction of any improvement set forth in the Singhofen Design. The City shall be responsible to have Singhofen and Associates, Inc. available through construction to respond to any Developer questions related to the approved plans. The City will participate in public meetings and work cooperatively with the Developer to address public comments or concerns related to the work contemplated in this Agreement.

3. Exhibits. All Exhibits referenced in either the foregoing recitals or in the body of the Agreement are hereby incorporated by reference herein as material parts of this Amendment. Exhibit A of the Agreement is amended to replace the Area Maps 2, 3, 4, 5, 6, 7, 9, 10, and 11 with the revised exhibits attached hereto.

4. Ratification. Except as amended and modified hereby, the Agreement shall be and shall remain unchanged and in full force and effect in accordance with its terms, and, as the Agreement is amended and modified hereby, the Agreement is hereby ratified, adopted and confirmed.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

6. Severability. If any clause or provision of the Agreement or this Amendment is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of a court of competent jurisdiction, the remainder of the Agreement or this Amendment will not be affected thereby so long as the remainder does not result in a material forfeiture of either party's agreed exchange of consideration. It is the intention of the Parties that if any such clause or provision

is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

7. Disclaimer of Third-Party Beneficiaries. The Agreement and this Amendment are solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party that is not a formal party hereto. Nothing in the Agreement or this Amendment, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of the Agreement or this Amendment, or any provisions or conditions hereof, other than as expressly stated herein.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Amendment fully and legally effective, binding, and enforceable as between them and as against third parties.

9. Effective Date. This Amendment shall become effective upon the date of execution by the last of the Parties.

10. Survivability. All provisions that logically ought to survive termination and of this Amendment shall survive.

IN WITNESS WHEREOF, the City and the Developer have executed this Amendment effective on the date the last party hereto executes below.

CITY OF BONITA SPRINGS:
Date Signed: 11/6/24

Rick Steinmeyer, Mayor

ATTEST:

Michael J. Sheffield, City Clerk

Derek Rooney, City Attorney

IN WITNESS WHEREOF, City and Seller have executed this Agreement as of the date and year first above written.

WITNESSES:

Print Name: MICK GASALANGUIDA

Print Name: Nick Kaloheras

BS Parcel Holdings, LLC, a Florida limited liability company
By: Barron Collier Corporation, a Florida corporation, its Manager

By: _____

Name: Brian Goguen
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ~~LEE~~ COLLIER)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of NOVEMBER, 2024, by Brian Goguen, as VICE PRESIDENT OF BARRON COLLIER CORP, MANAGER OF BS PARCEL HOLDINGS of BS Parcel Holdings, LLC., a Florida limited liability company, on behalf of the corporation, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

SABINA HARDY
MY COMMISSION # HH 343836
EXPIRES: January 14, 2027

_____
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

WITNESSES:

BSGC Land Holdings, LLC,
a Florida limited liability company
By: BSGC, LLC, a Florida limited liability company its Manager
By: Barron Collier Corporation, a Florida corporation its Manager
By: _____

Print Name: Nick Casalanguida

Name: Brian Goguen
Title: Vice President

Print Name: Nick Koulocheras

STATE OF FLORIDA)
) SS:
COUNTY OF ~~LEE~~ COLLIER)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of NOVEMBER, 2024, by BRIAN Goguen, as VP OF BARRON COLLIER CORPORATION ~~MANAGER OF BSGC~~, LLC MANAGER of BSGC Land Holdings, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

SABINA HARDY
MY COMMISSION # HH 343836
EXPIRES: January 14, 2027

_____
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

WITNESSES:

Print Name: Joseph Parker

Print Name: Pamela S. Kraft

BDSFW 2023, LLC,
a foreign limited liability company

By: Naomi Robertson

Name: Naomi Robertson
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

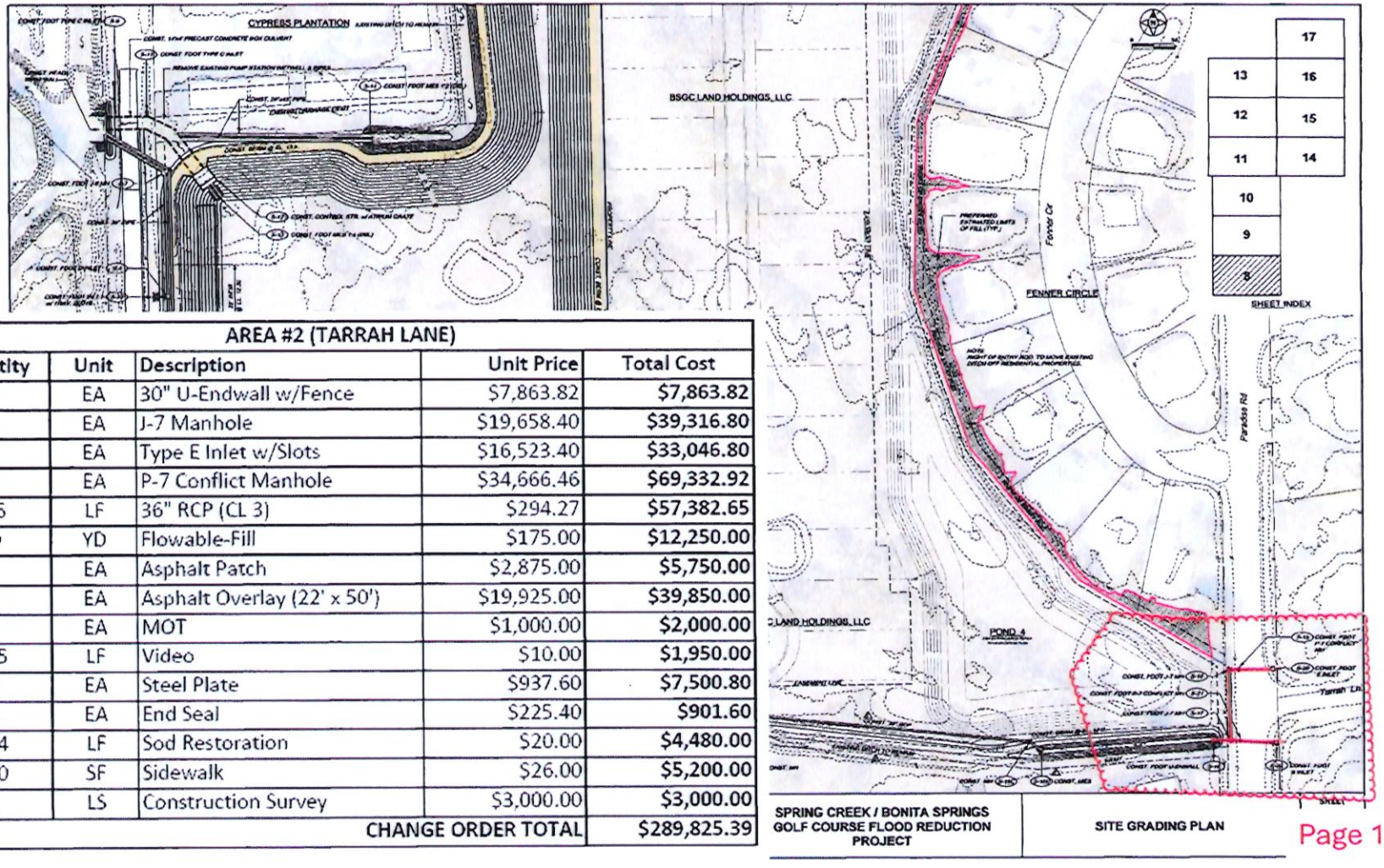
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of August, 2024, by Naomi Robertson, as Manager of BDSFW 2023, LLC, a foreign limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

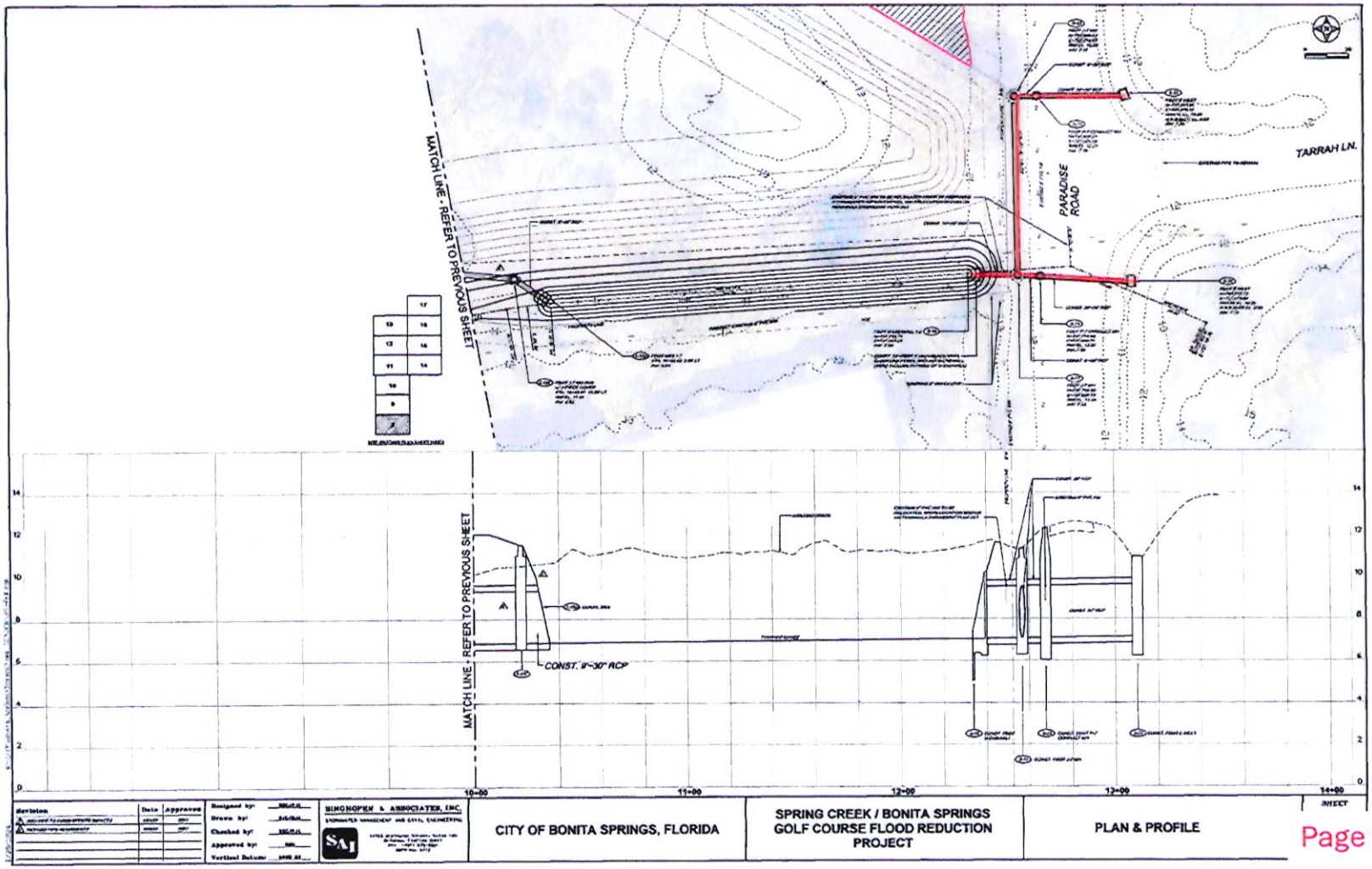
CRISTOBAL REYES
MY COMMISSION # HH 586580
EXPIRES: August 26, 2028

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Cristobal Reyes

Exhibit A



AREA #2 (TARRAH LANE)				
Quantity	Unit	Description	Unit Price	Total Cost
1	EA	30" U-Endwall w/Fence	$7,863.82	$7,863.82
2	EA	J-7 Manhole	$19,658.40	$39,316.80
2	EA	Type E Inlet w/Slots	$16,523.40	$33,046.80
2	EA	P-7 Conflict Manhole	$34,666.46	$69,332.92
195	LF	36" RCP (CL 3)	$294.27	$57,382.65
70	YD	Flowable-Fill	$175.00	$12,250.00
2	EA	Asphalt Patch	$2,875.00	$5,750.00
2	EA	Asphalt Overlay (22' x 50')	$19,925.00	$39,850.00
2	EA	MOT	$1,000.00	$2,000.00
195	LF	Video	$10.00	$1,950.00
8	EA	Steel Plate	$937.60	$7,500.80
4	EA	End Seal	$225.40	$901.60
224	LF	Sod Restoration	$20.00	$4,480.00
200	SF	Sidewalk	$26.00	$5,200.00
1	LS	Construction Survey	$3,000.00	$3,000.00
			CHANGE ORDER TOTAL	$289,825.39



Revisions	Date	Approved

Designed by:
Drawn by:
Checked by:
Approved by:
Vertical Datum:

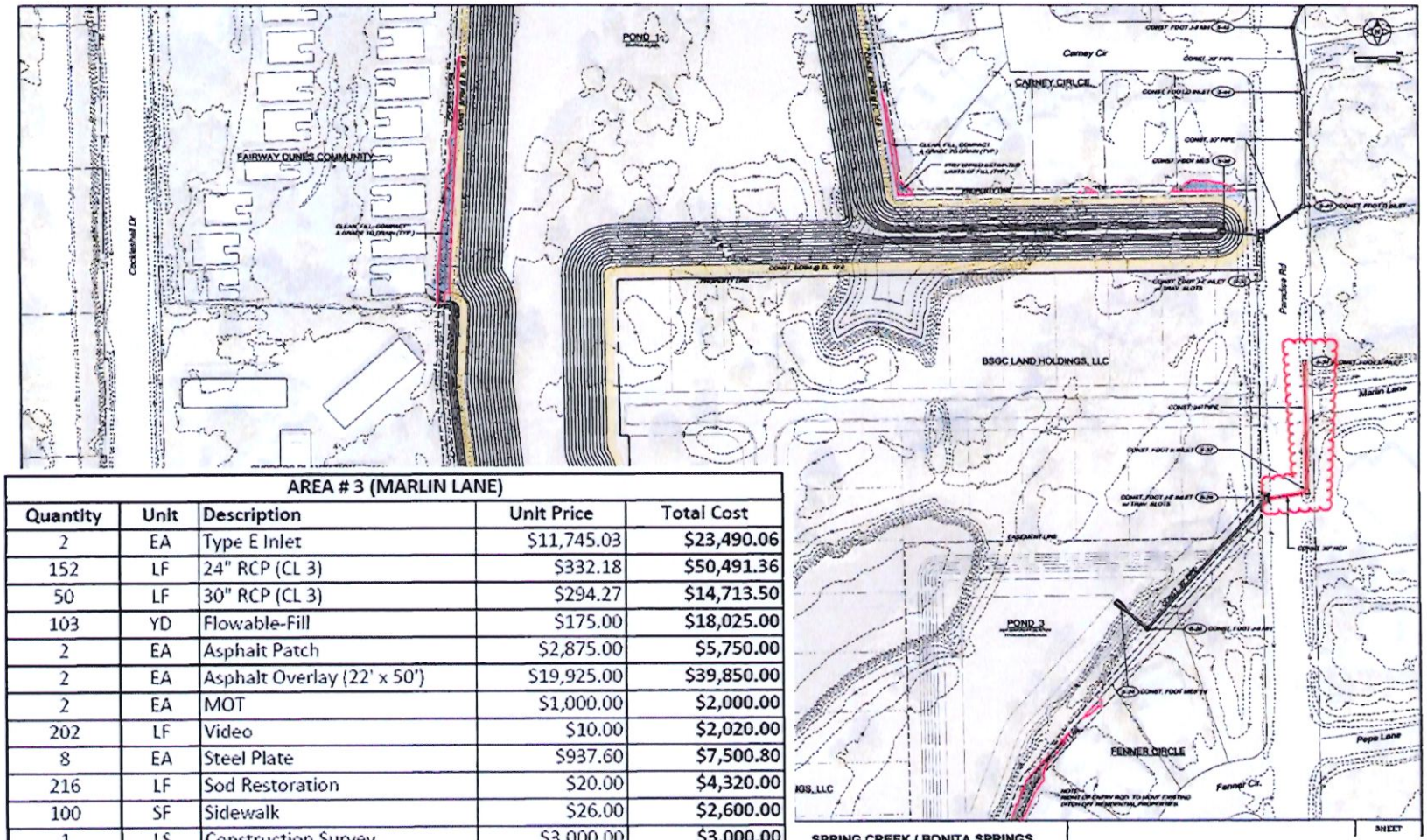
WINGROPER & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET

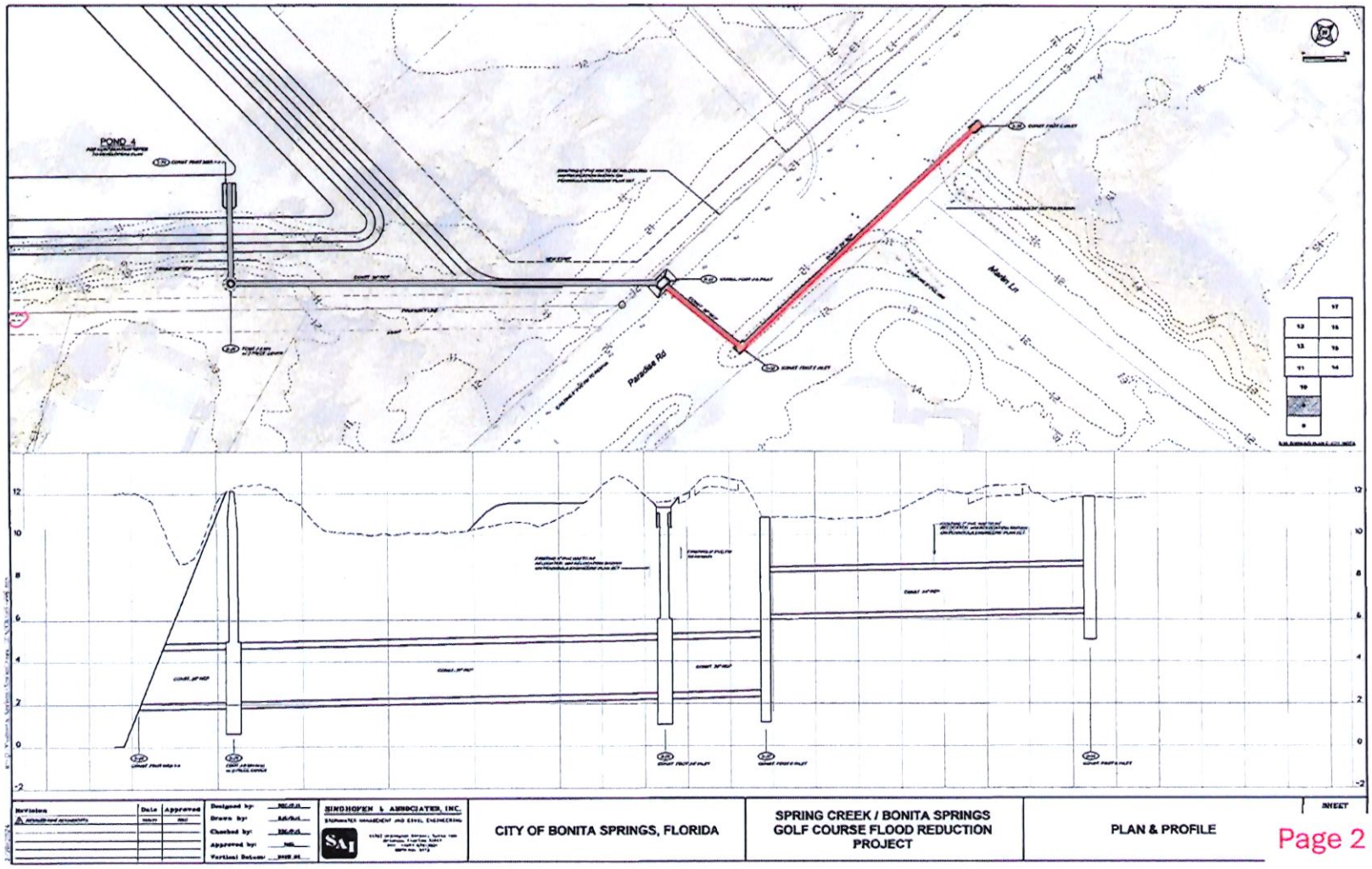


AREA # 3 (MARLIN LANE)				
Quantity	Unit	Description	Unit Price	Total Cost
2	EA	Type E Inlet	$11,745.03	$23,490.06
152	LF	24" RCP (CL 3)	$332.18	$50,491.36
50	LF	30" RCP (CL 3)	$294.27	$14,713.50
103	YD	Flowable-Fill	$175.00	$18,025.00
2	EA	Asphalt Patch	$2,875.00	$5,750.00
2	EA	Asphalt Overlay (22' x 50')	$19,925.00	$39,850.00
2	EA	MOT	$1,000.00	$2,000.00
202	LF	Video	$10.00	$2,020.00
8	EA	Steel Plate	$937.60	$7,500.80
216	LF	Sod Restoration	$20.00	$4,320.00
100	SF	Sidewalk	$26.00	$2,600.00
1	LS	Construction Survey	$3,000.00	$3,000.00
			CHANGE ORDER TOTAL	$173,760.72

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

SITE GRADING PLAN

SHEET



Revision	Date	Approved

Designed by: MCCS
Drawn by: AA/BJ
Checked by: BMCS
Approved by: MB
Vertical Datum: NAVD 88

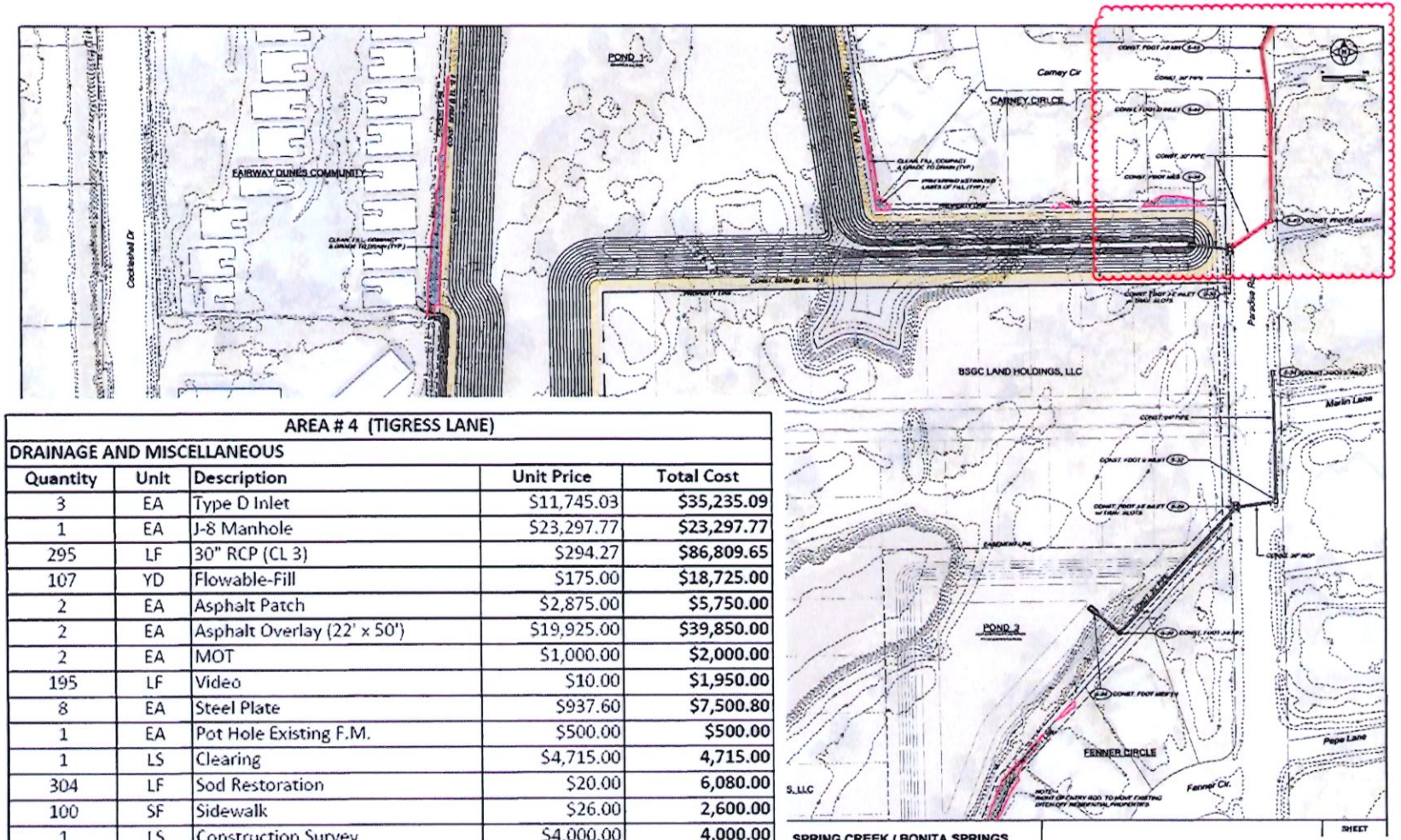
BINDHOFEN & ASSOCIATES, INC.
ENGINEERS MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET



AREA # 4 (TIGRESS LANE)				
DRAINAGE AND MISCELLANEOUS				
Quantity	**Unit**	**Description**	**Unit Price**	**Total Cost**
3	EA	Type D Inlet	$11,745.03	$35,235.09
1	EA	J-8 Manhole	$23,297.77	$23,297.77
295	LF	30" RCP (CL 3)	$294.27	$86,809.65
107	YD	Flowable-Fill	$175.00	$18,725.00
2	EA	Asphalt Patch	$2,875.00	$5,750.00
2	EA	Asphalt Overlay (22' x 50')	$19,925.00	$39,850.00
2	EA	MOT	$1,000.00	$2,000.00
195	LF	Video	$10.00	$1,950.00
8	EA	Steel Plate	$937.60	$7,500.80
1	EA	Pot Hole Existing F.M.	$500.00	$500.00
1	LS	Clearing	$4,715.00	4,715.00
304	LF	Sod Restoration	$20.00	6,080.00
100	SF	Sidewalk	$26.00	2,600.00
1	LS	Construction Survey	$4,000.00	4,000.00
			AREA # 4 (TIGRESS LANE) TOTAL	$239,013.31

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

SITE GRADING PLAN

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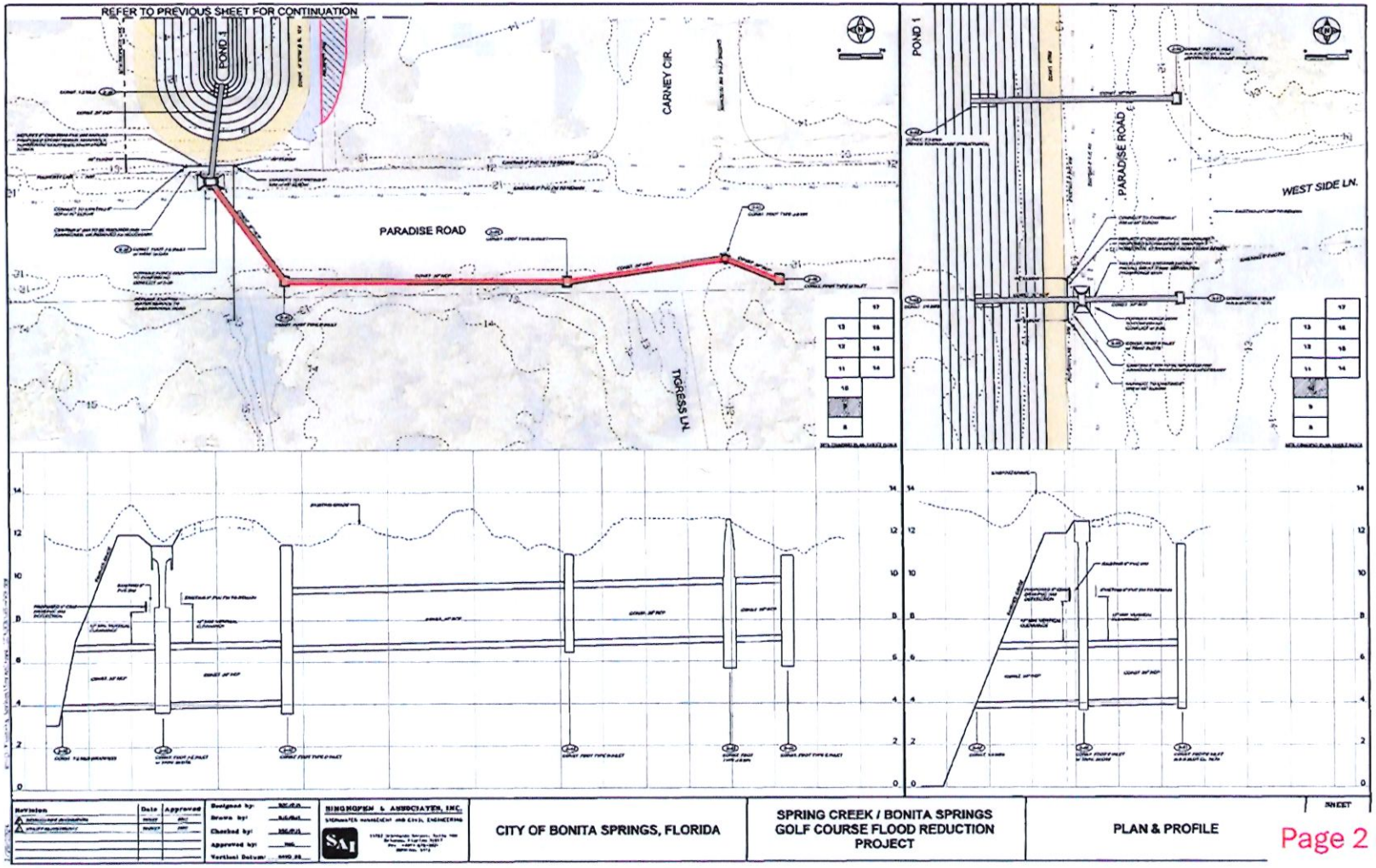


Revision	Date	Approved

Designed by: MC/DA
Drawn by: MC/DA
Checked by: MC/DA
Approved by: MC
Vertical Datum: NAVD 88

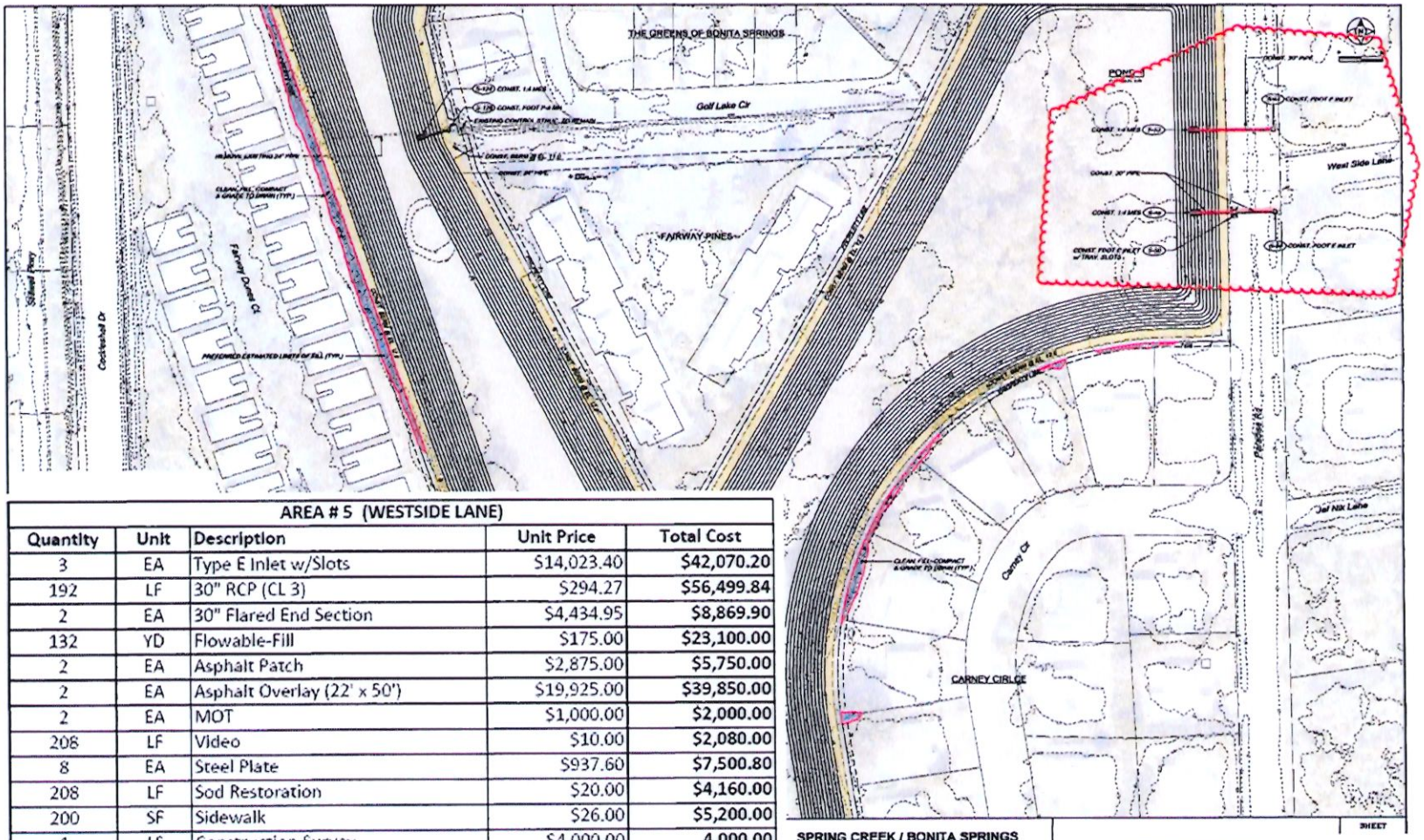
BINGHOPEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING
SAI

CITY OF BONITA SPRINGS, FLORIDA

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET

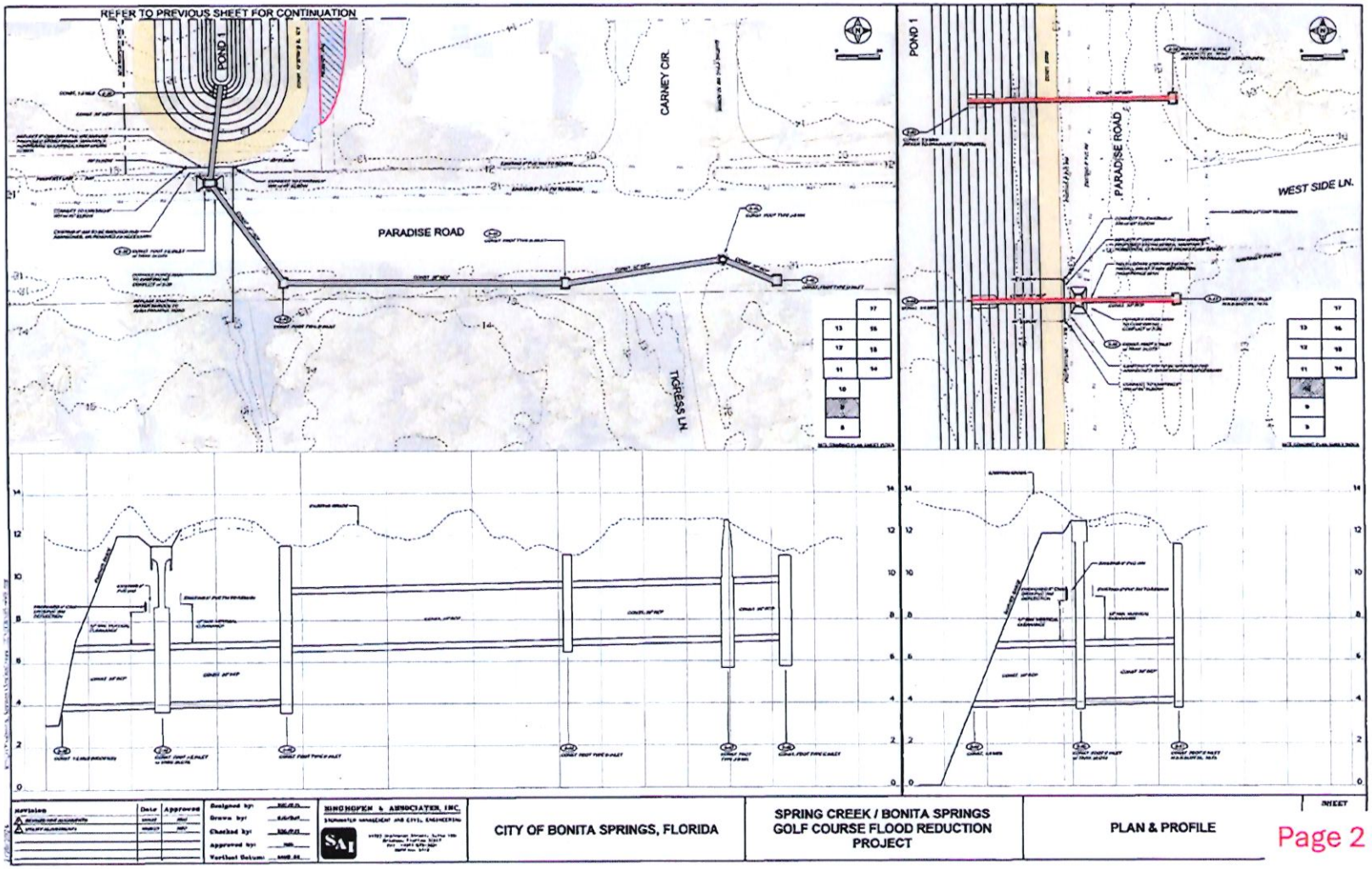


AREA # 5 (WESTSIDE LANE)				
Quantity	Unit	Description	Unit Price	Total Cost
3	EA	Type E Inlet w/Slots	$14,023.40	$42,070.20
192	LF	30" RCP (CL 3)	$294.27	$56,499.84
2	EA	30" Flared End Section	$4,434.95	$8,869.90
132	YD	Flowable-Fill	$175.00	$23,100.00
2	EA	Asphalt Patch	$2,875.00	$5,750.00
2	EA	Asphalt Overlay (22' x 50')	$19,925.00	$39,850.00
2	EA	MOT	$1,000.00	$2,000.00
208	LF	Video	$10.00	$2,080.00
8	EA	Steel Plate	$937.60	$7,500.80
208	LF	Sod Restoration	$20.00	$4,160.00
200	SF	Sidewalk	$26.00	$5,200.00
1	LS	Construction Survey	$4,000.00	4,000.00
			CHANGE ORDER TOTAL	$201,080.74

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

SITE GRADING PLAN

SHEET



Revision	Date	Approved

Designed by:
Drawn by:
Checked by:
Approved by:
Vertical Datum:

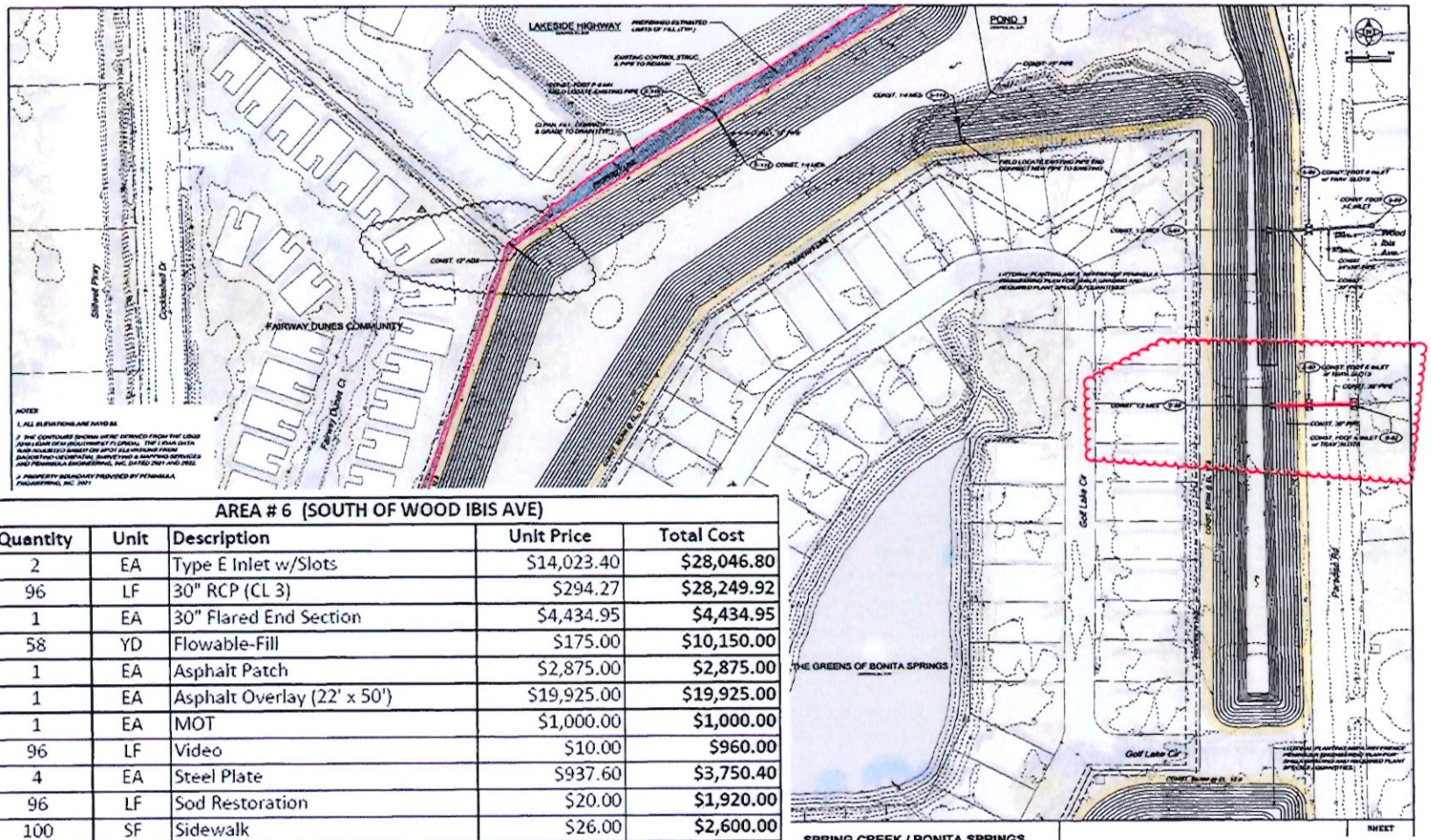
BINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

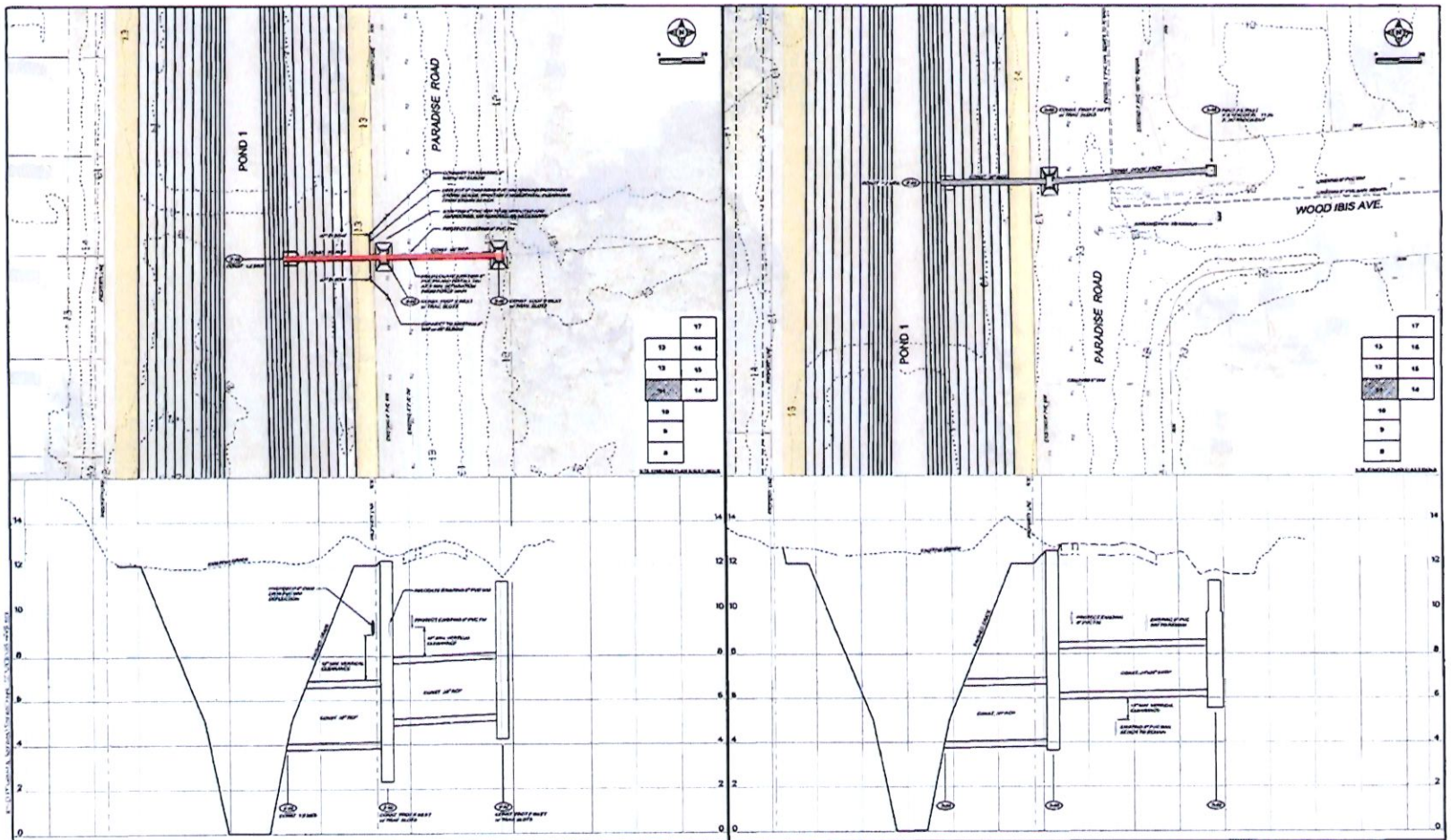
SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET



AREA # 6 (SOUTH OF WOOD IBIS AVE)				
Quantity	Unit	Description	Unit Price	Total Cost
2	EA	Type E Inlet w/Slots	$14,023.40	$28,046.80
96	LF	30" RCP (CL 3)	$294.27	$28,249.92
1	EA	30" Flared End Section	$4,434.95	$4,434.95
58	YD	Flowable-Fill	$175.00	$10,150.00
1	EA	Asphalt Patch	$2,875.00	$2,875.00
1	EA	Asphalt Overlay (22' x 50')	$19,925.00	$19,925.00
1	EA	MOT	$1,000.00	$1,000.00
96	LF	Video	$10.00	$960.00
4	EA	Steel Plate	$937.60	$3,750.40
96	LF	Sod Restoration	$20.00	$1,920.00
100	SF	Sidewalk	$26.00	$2,600.00
1	LS	Construction Survey	$2,000.00	$2,000.00
		CHANGE ORDER TOTAL		$105,912.07



Revision	Date	Approved

Designed by:
Drawn by:
Checked by:
Approved by:
Vertical Datum:

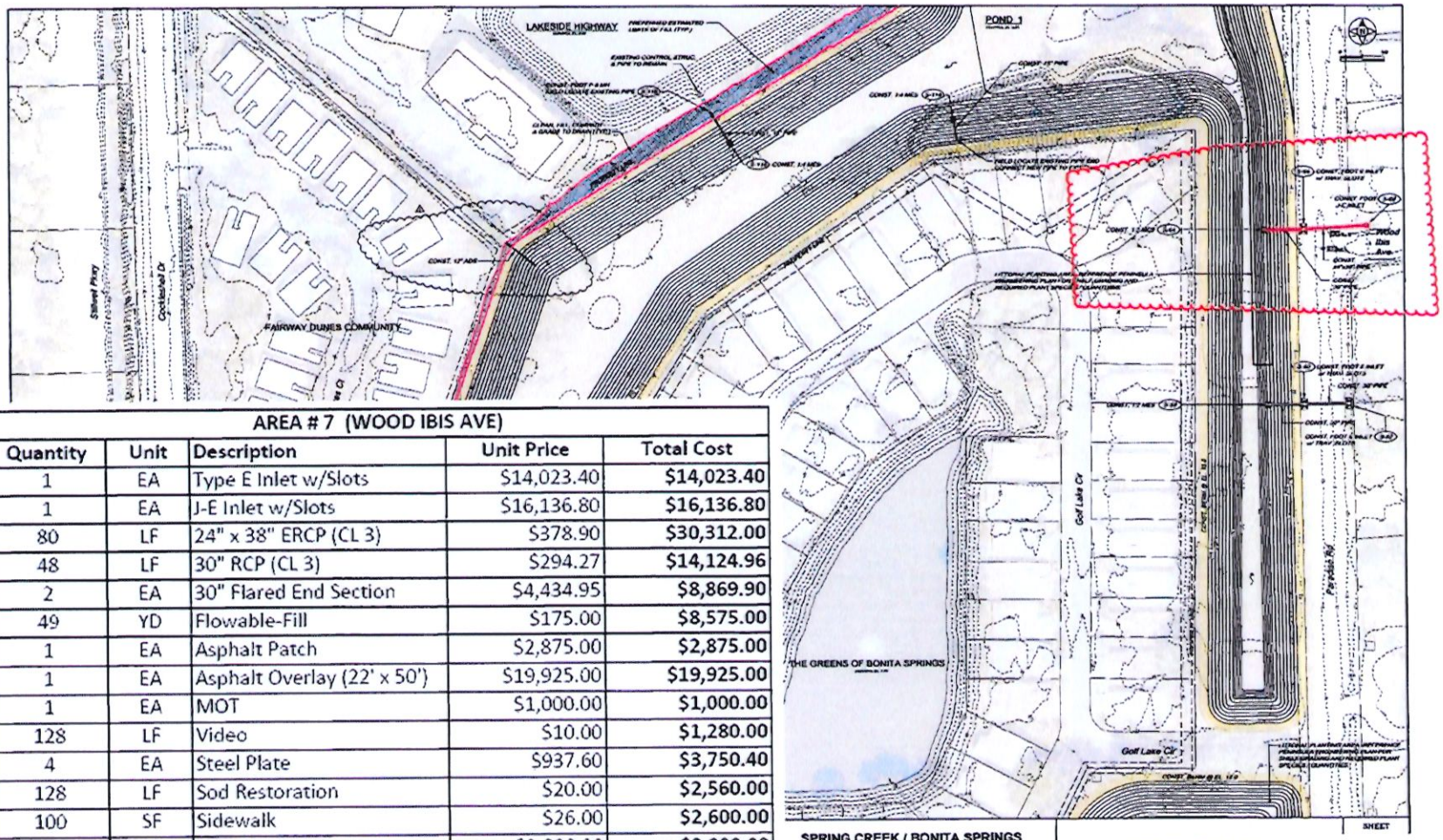
SINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

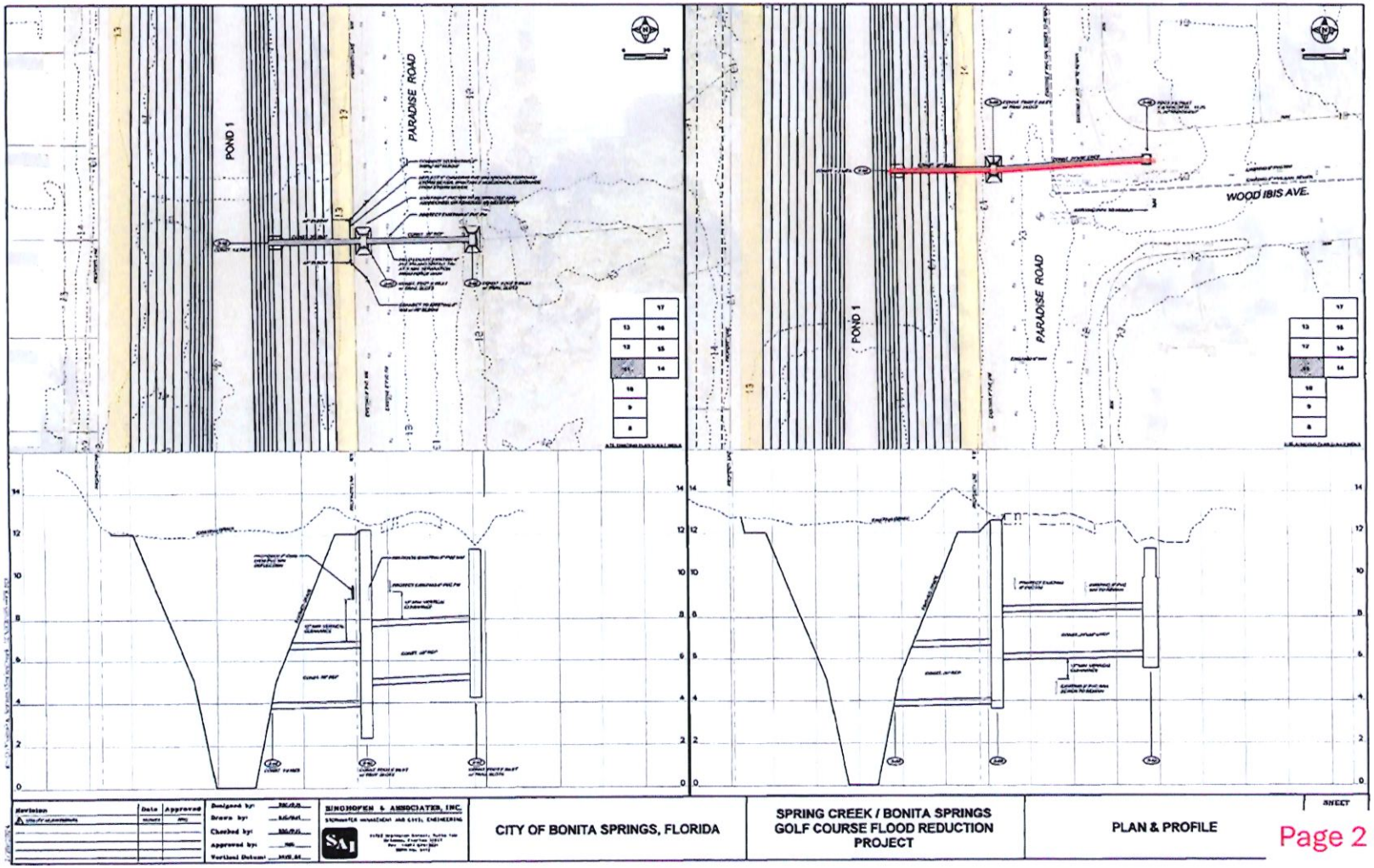
SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET



AREA # 7 (WOOD IBIS AVE)				
Quantity	Unit	Description	Unit Price	Total Cost
1	EA	Type E Inlet w/Slots	$14,023.40	$14,023.40
1	EA	J-E Inlet w/Slots	$16,136.80	$16,136.80
80	LF	24" x 38" ERCP (CL 3)	$378.90	$30,312.00
48	LF	30" RCP (CL 3)	$294.27	$14,124.96
2	EA	30" Flared End Section	$4,434.95	$8,869.90
49	YD	Flowable-Fill	$175.00	$8,575.00
1	EA	Asphalt Patch	$2,875.00	$2,875.00
1	EA	Asphalt Overlay (22' x 50')	$19,925.00	$19,925.00
1	EA	MOT	$1,000.00	$1,000.00
128	LF	Video	$10.00	$1,280.00
4	EA	Steel Plate	$937.60	$3,750.40
128	LF	Sod Restoration	$20.00	$2,560.00
100	SF	Sidewalk	$26.00	$2,600.00
1	LS	Construction Survey	$2,000.00	$2,000.00
			CHANGE ORDER TOTAL	$128,032.46



Revision	Date	Approved

Designed by: JSC/LS
Drawn by: LS/SH
Checked by: SH/TG
Approved by: MB
Vertical Datum: NAVD 88

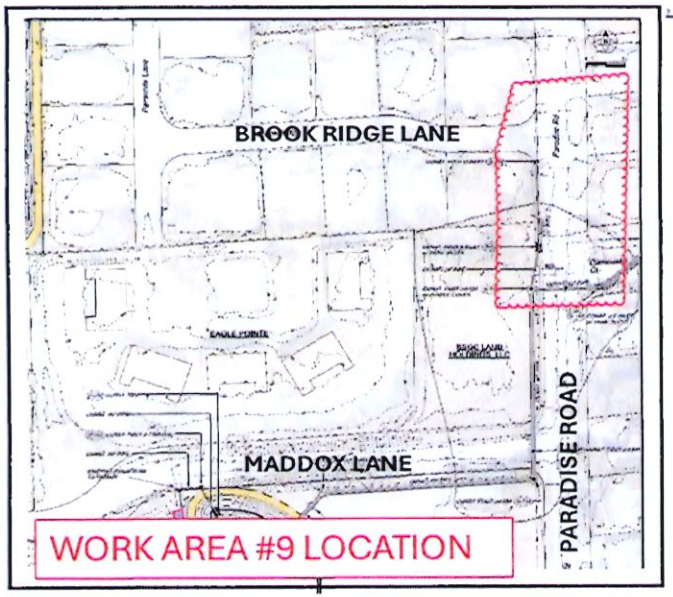
SINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

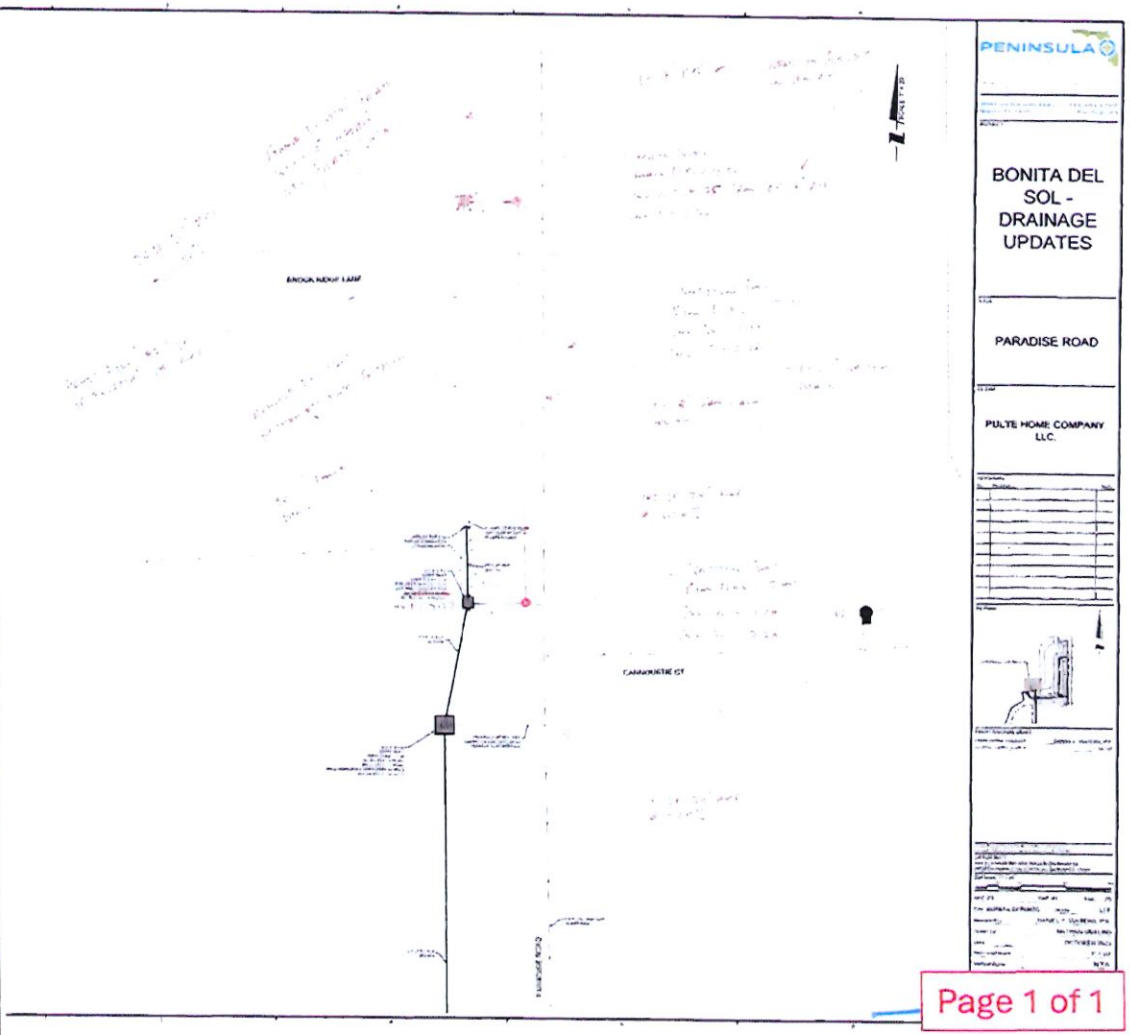
SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

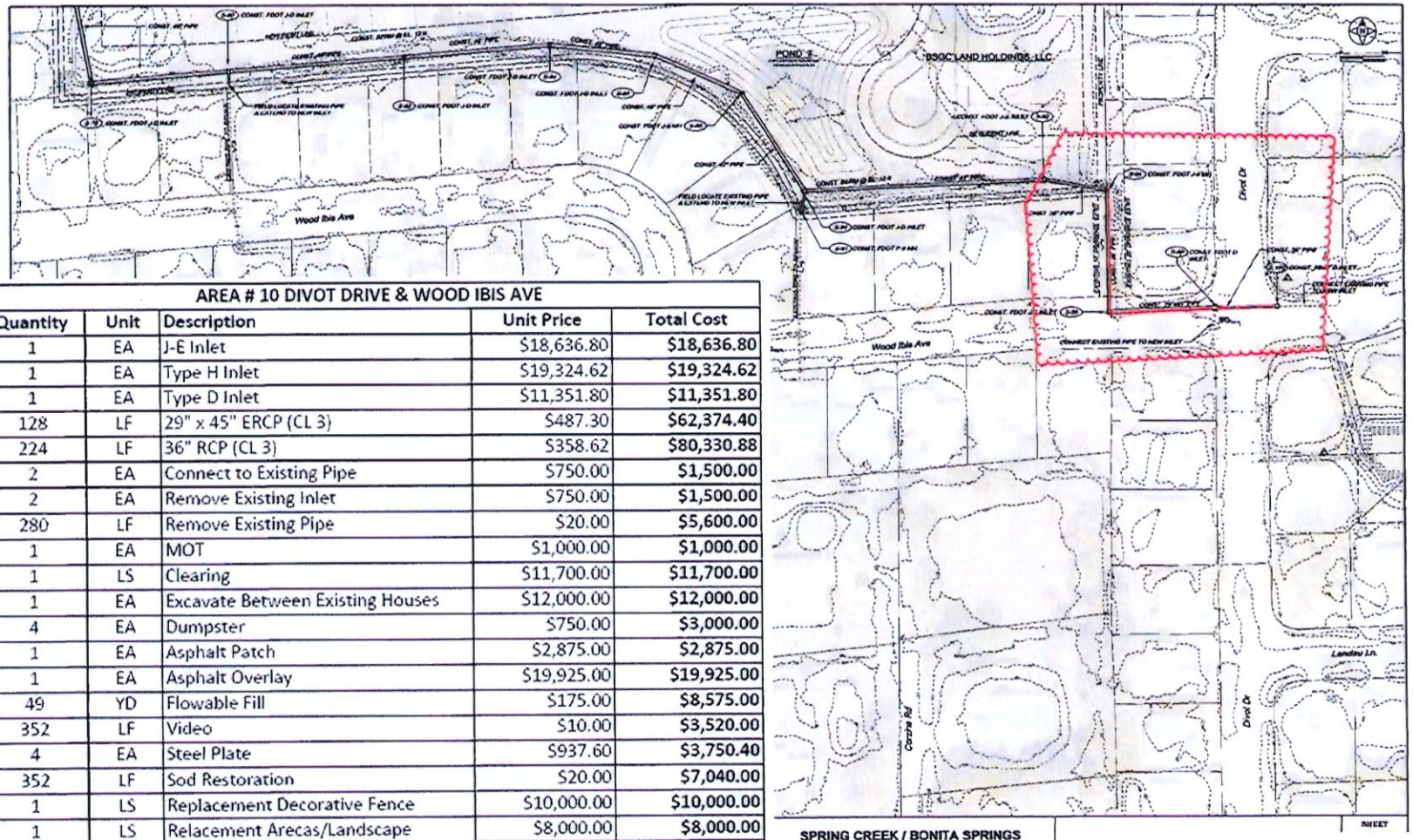
PLAN & PROFILE

SHEET



AREA # 9 (PARADISE ROAD & BROOK RIDGE LANE)				
Quantity	Unit	Description	Unit Price	Total Cost
1	EA	Type D Inlet	$11,351.80	$11,351.80
1	EA	Type E Inlet w/Slots	$14,023.40	$14,023.40
2	EA	Junction Boxes	$15,000.00	$30,000.00
289	LF	24" RCP (CL 3)	$332.18	$96,000.02
1	LS	Clearing	$4,000.00	$4,000.00
1	EA	MOT	$8,500.00	$8,500.00
1	LS	Asphalt Overlay and Road Restoration	$52,500.00	$52,500.00
2	EA	ADA ramp	$1,200.00	$2,400.00
1	LS	Pavement Striping	$2,500.00	$2,500.00
35	LF	3' Valley Gutter	$75.00	$2,625.00
289	LF	Video	$10.00	$2,890.00
4	EA	Steel Plate	$937.60	$3,750.40
150	LF	Sod Restoration	$20.00	$3,000.00
1	LS	Re-grade swale	$5,800.00	$5,800.00
150	SF	Sidewalk	$26.00	$3,900.00
1	LS	Demolition	$3,500.00	$3,500.00
1	LS	Construction Survey	$3,500.00	$3,500.00
			TOTAL	$250,240.62



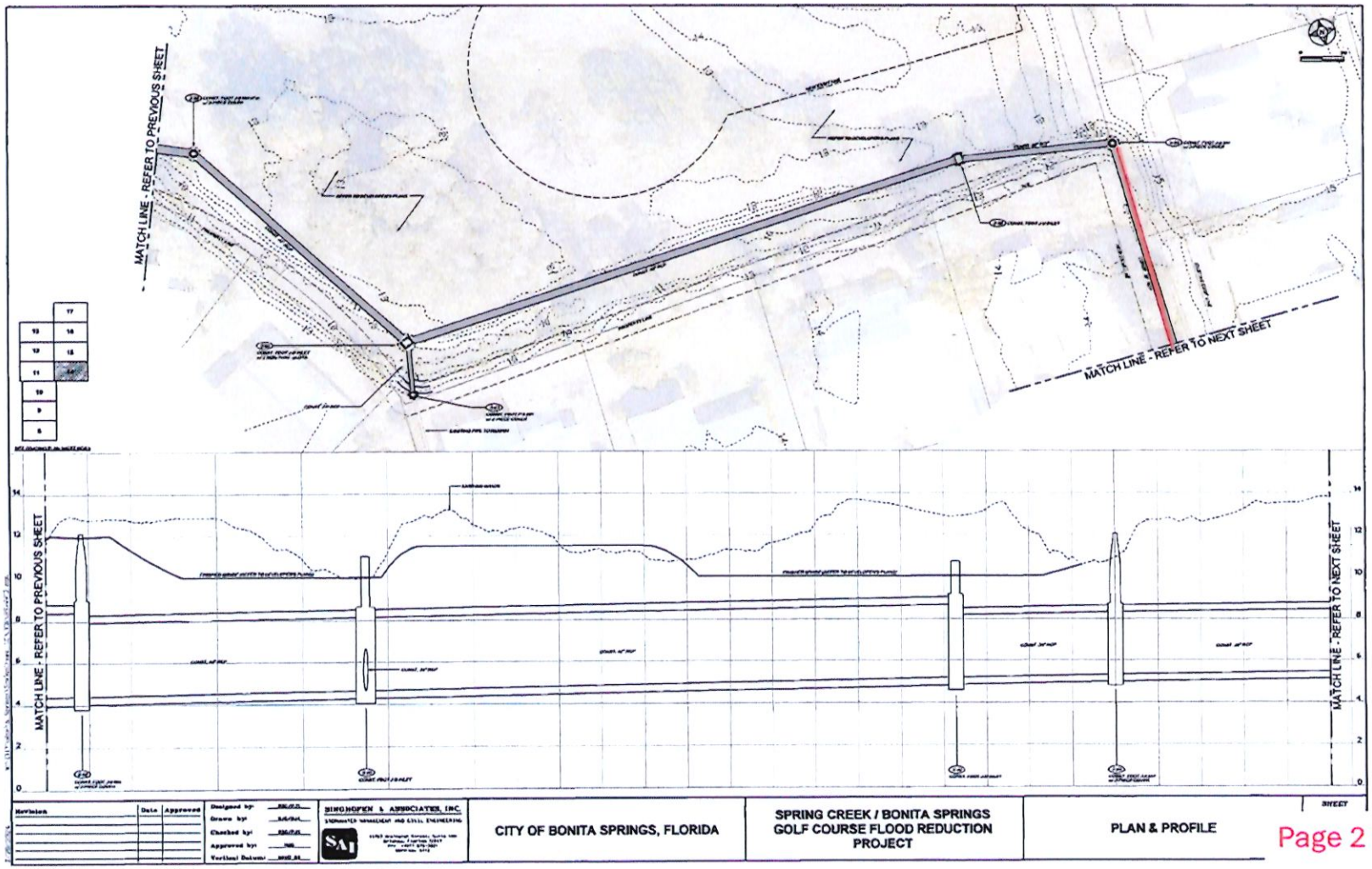


AREA # 10 DIVOT DRIVE & WOOD IBIS AVE				
Quantity	Unit	Description	Unit Price	Total Cost
1	EA	J-E Inlet	$18,636.80	$18,636.80
1	EA	Type H Inlet	$19,324.62	$19,324.62
1	EA	Type D Inlet	$11,351.80	$11,351.80
128	LF	29" x 45" ERCP (CL 3)	$487.30	$62,374.40
224	LF	36" RCP (CL 3)	$358.62	$80,330.88
2	EA	Connect to Existing Pipe	$750.00	$1,500.00
2	EA	Remove Existing Inlet	$750.00	$1,500.00
280	LF	Remove Existing Pipe	$20.00	$5,600.00
1	EA	MOT	$1,000.00	$1,000.00
1	LS	Clearing	$11,700.00	$11,700.00
1	EA	Excavate Between Existing Houses	$12,000.00	$12,000.00
4	EA	Dumpster	$750.00	$3,000.00
1	EA	Asphalt Patch	$2,875.00	$2,875.00
1	EA	Asphalt Overlay	$19,925.00	$19,925.00
49	YD	Flowable Fill	$175.00	$8,575.00
352	LF	Video	$10.00	$3,520.00
4	EA	Steel Plate	$937.60	$3,750.40
352	LF	Sod Restoration	$20.00	$7,040.00
1	LS	Replacement Decorative Fence	$10,000.00	$10,000.00
1	LS	Relacement Arecas/Landscape	$8,000.00	$8,000.00
1	LS	Construction Survey	$4,000.00	$4,000.00
		CHANGE ORDER TOTAL		$296,003.90

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

SITE GRADING PLAN

SHEET



Revision	Date	Approved

Designed by: RJC/JS
Drawn by: AJS/DH
Checked by: RJC/JS
Approved by: TWL
Vertical Datum: NAVD 88

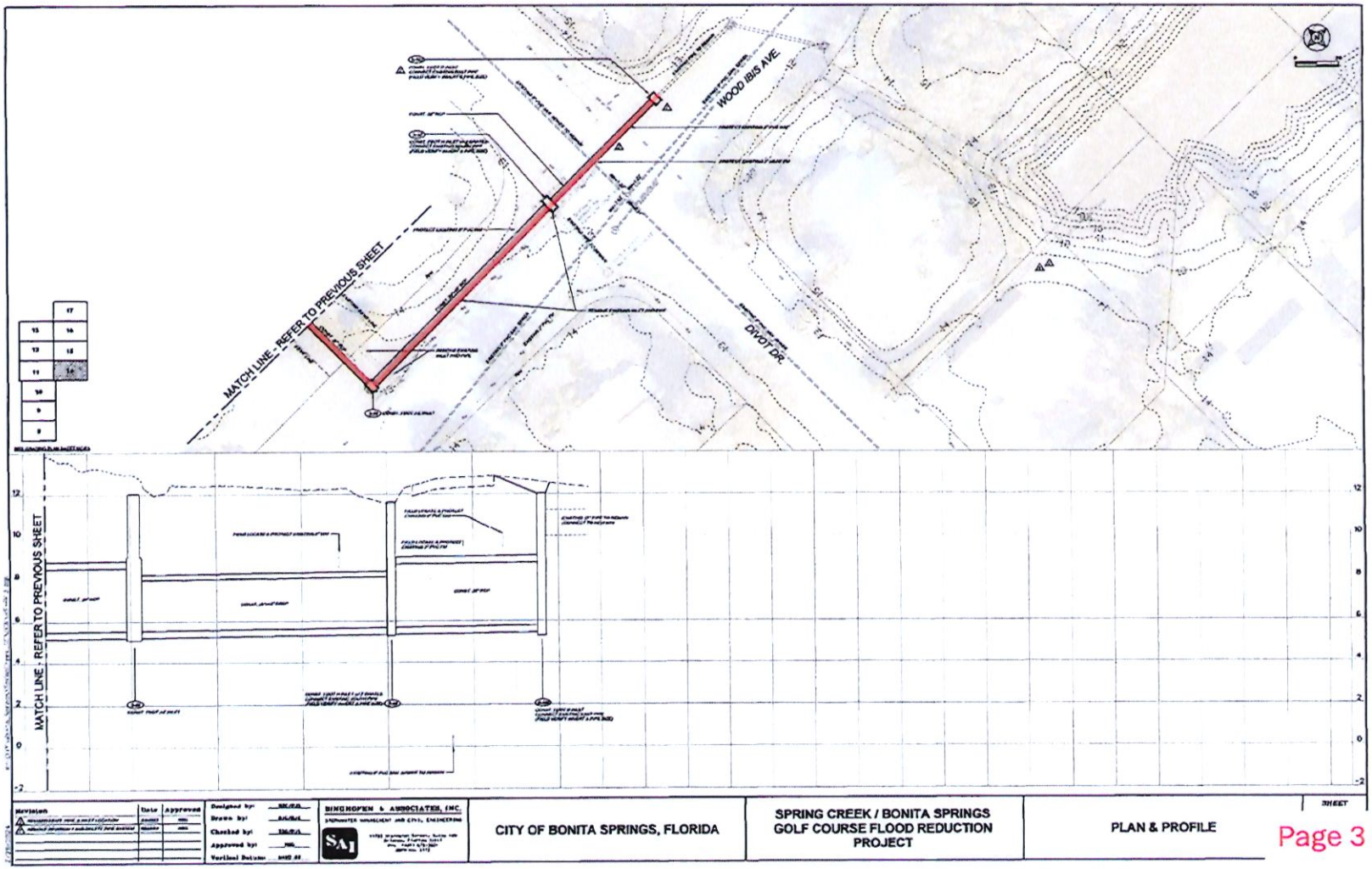
BIRCHFIELD & ASSOCIATES, INC.
SURVEYING MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET



Revision	Date	Approved

Designed by:
Drawn by:
Checked by:
Approved by:
Vertical Datum:

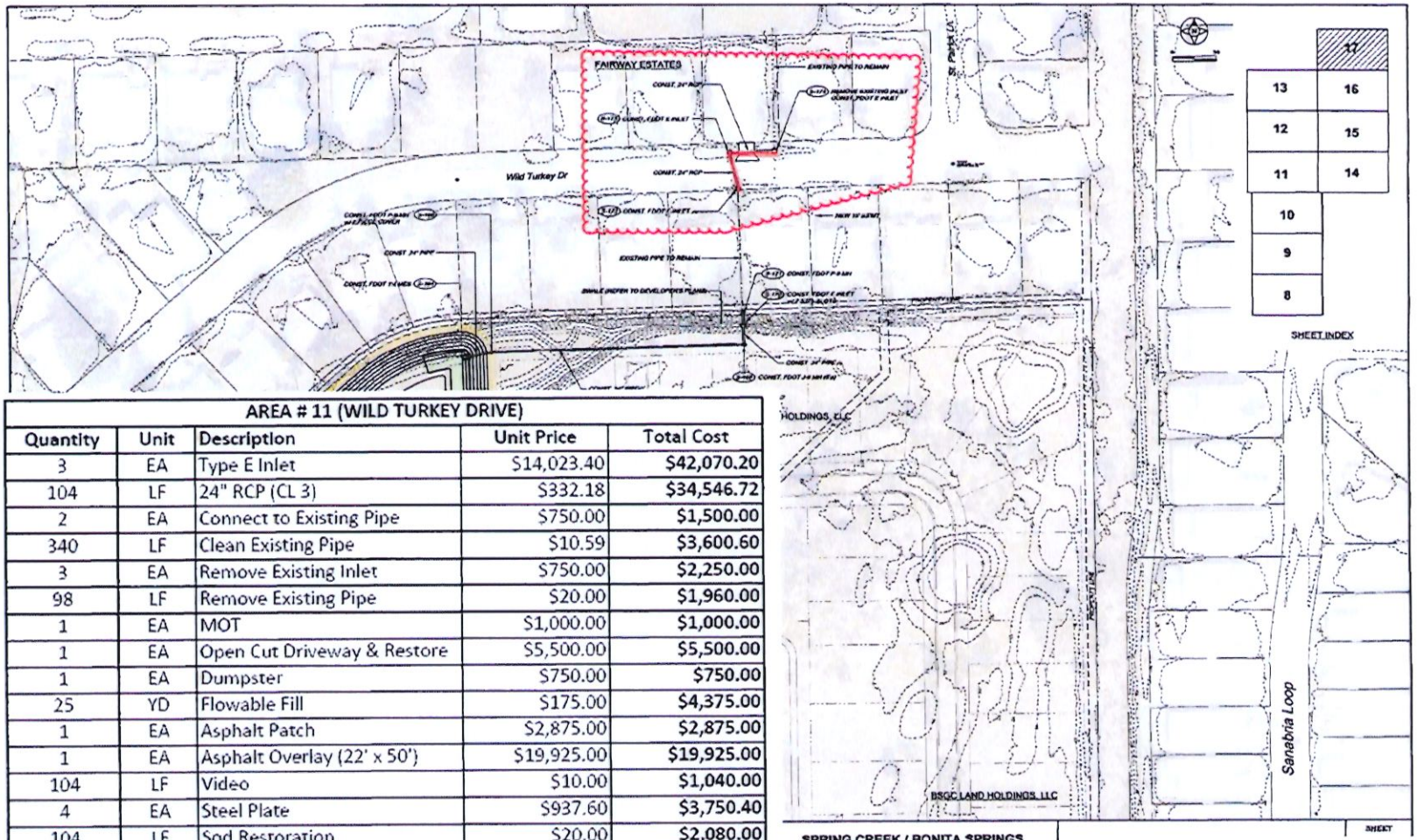
BINGHOPEN & ASSOCIATES, INC.

CITY OF BONITA SPRINGS, FLORIDA

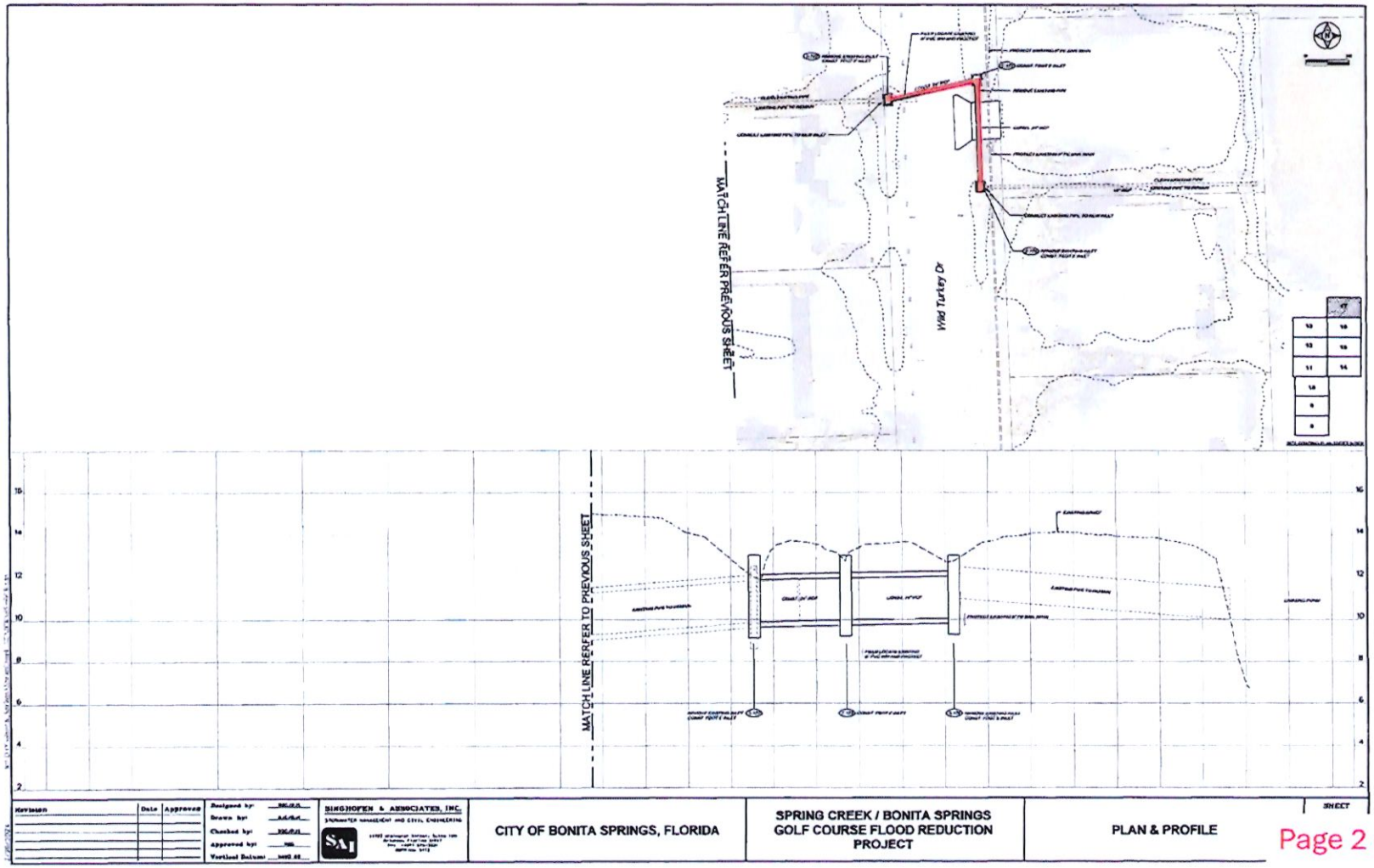
SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET



AREA # 11 (WILD TURKEY DRIVE)				
Quantity	**Unit**	**Description**	**Unit Price**	**Total Cost**
3	EA	Type E Inlet	$14,023.40	**$42,070.20**
104	LF	24" RCP (CL 3)	$332.18	**$34,546.72**
2	EA	Connect to Existing Pipe	$750.00	**$1,500.00**
340	LF	Clean Existing Pipe	$10.59	**$3,600.60**
3	EA	Remove Existing Inlet	$750.00	**$2,250.00**
98	LF	Remove Existing Pipe	$20.00	**$1,960.00**
1	EA	MOT	$1,000.00	**$1,000.00**
1	EA	Open Cut Driveway & Restore	$5,500.00	**$5,500.00**
1	EA	Dumpster	$750.00	**$750.00**
25	YD	Flowable Fill	$175.00	**$4,375.00**
1	EA	Asphalt Patch	$2,875.00	**$2,875.00**
1	EA	Asphalt Overlay (22' x 50')	$19,925.00	**$19,925.00**
104	LF	Video	$10.00	**$1,040.00**
4	EA	Steel Plate	$937.60	**$3,750.40**
104	LF	Sod Restoration	$20.00	**$2,080.00**
1	LS	Construction Survey	$2,000.00	**$2,000.00**
			CHANGE ORDER TOTAL	**$129,222.92**



Revision	Date	Approved

Designed by: MGG
Drawn by: AA/BA
Checked by: MGG
Approved by: NR
Vertical Datum: NAVD 88

SINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

CITY OF BONITA SPRINGS, FLORIDA

SPRING CREEK / BONITA SPRINGS GOLF COURSE FLOOD REDUCTION PROJECT

PLAN & PROFILE

SHEET

Exhibit B

City of Bonita Springs Oversizing Agreement Summary		
Work Area #	Decription	Change Order Amount
2	Paradise and Tarrah Lane	$ 289,825.39
3	Paradise and Marlin Lane	$ 173,760.72
4	Paradise and Tigress Lane	$ 239,013.31
5	Paradise and Westside Lane	$ 201,080.74
6	Paradise South of Wood Ibis	$ 105,912.07
7	Paradise and Wood Ibis	$ 128,032.46
9	Paradise and Carnoustie	$ 250,240.62
10	Divot Drive and Wood Ibis	$ 296,003.90
11	Wild Turkey Drive crossing	$ 129,222.92
	SUB-TOTAL	**$ 1,813,092.13**
	10% Management Fee	**$ 181,309.21**
	TOTAL	**$ 1,994,401.34**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-220
September 17, 2025

ITEM TITLE: Approve a Special Event Permit request submitted by Local Roots, LLC, to host a weekly outdoor flea market at the Promenade at Bonita Bay, every Saturday morning from October 4, 2025 through May 30, 2026, between 8:00 a.m. - 12:00 p.m.

REQUESTOR: Lora Taylor, Director, Communications and Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

For the past several years, Local Roots, LLC has sponsored a weekly flea market on South Bay Drive at the Promenade at Bonita Bay every Saturday morning, from 8:00 a.m. till noon.

Local Roots, LLC has applied for special event permit to host a flea market again this year. In accordance with City of Bonita Springs Ordinance 14-13 (as amended by Ordinance 16-10) which regulates outdoor flea markets, the applicant has provided a notarized letter of approval from the property owner to use the Promenade property for a flea market, an updated Certificate of Insurance, and an updated Lee County Sheriff's Office sign off sheet.

STAFF RECOMMENDATION: Approve a Special Event Permit request from Local Roots, LLC to host a weekly flea market at the Promenade at Bonita Bay, every Saturday morning from October 4, 2025 through May 30, 2026, between 8:00 a.m. – 12:00 p.m.

ATTACHMENTS:

1. Application and supporting documents submitted by Local Roots, LLC.
2. Bonita Springs Ordinance 16-10 (Outdoor Flea Market Ordinance)

REVIEWERS:

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

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

SPECIAL EVENT PERMIT APPLICATION **PERMIT. SEP-** _____

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

Date Received: _____ Effective Date/Time: _____

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

Phone: 239/949-6262 Fax: 949-6239

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

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

Organization: Local Roots, LLC
Nature of Event: Flea Market
Location (Attach Site Plan): _____

Date	Set-Up Time	Actual Event Times	Take Down Time
Oct 4, 2025 to May 30, 2026	8:00 am - Noon	to _____	Noon to 1 PM

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2022-2023
Individual Contact for Activity/Event: Jean Baer Phone: 239-691-9249
Address: 1411 Sandstle Rd Sanibel FL Website: _____
E-Mail Address: Jmbaer@Comcast.net
Major Sponsor(s): _____
Promoter(s): Local Roots Phone or Contact #: 239-691-9249

	Yes	No
1. Crowd: Is anticipated crowd size 1,000 or more?	☐	☒
Actual Anticipated number: 4-500		
2. Parking: Will off-site parking be provided? _____	☐	☒
Will "shuttle" service to parking be provided? By whom? _____	☐	☒
4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.	☐	☒

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

15. Sanitary Facilities:

	Yes	No
Will temporary sanitary facilities be provided? If yes, indicate location on site plan.	☒	☐
Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.	☐	☒
Will additional refuse containers/dumpsters be provided?	☐	☒

If yes, by whom: _____

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of $1,000,000.00 general liability (personal injury) and $100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

Jean Bair 7-29-25

Signature of Applicant Date

Comments: _____

_____

City Manager Date

Comments: _____

Application Fee is non-refundable.

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

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

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

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

Event Name Local Roots, LLC 2025-2026

Parking:

All parking will be in authorized areas only and on site. The right-of-way must remain clear.

Road Closures (Please Explain):

No road closures will be required for this event.

Alcoholic Beverages:

According to permit application, alcohol will not be available for consumption at event.

Special Arrangements:

The event coordinator will be responsible for ensuring that the event area is separated from vehicle traffic through the proper use of barricades and appropriate size cones. Signage should also be used to notify drivers that the event area is closed to vehicle traffic. Vendors, pedestrians, & vehicle traffic must remian clearly seperated throughout event.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER: _____ DATE: 5 20 25
SIGNATURE

DEPUTIES BOOKED FOR EVENT (How Many?): None (0) DATE BOOKED: _____

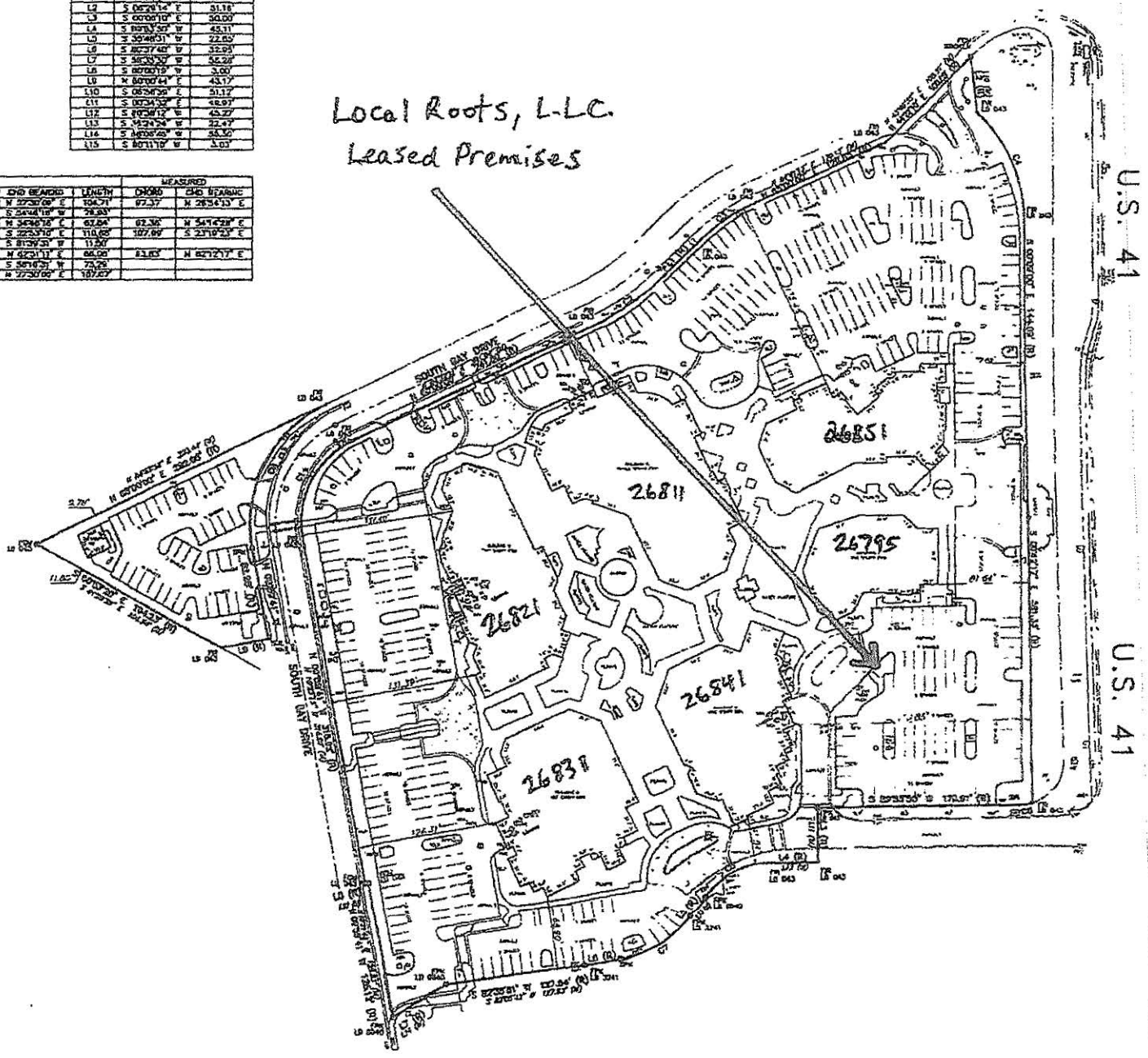
Please Note: *"Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.*

Exhibit "B-2"

Local Roots, L.L.C.
Leased Premises

LINE	BEARING	DISTANCE
L1	N 44°15'58" E	40.84'
L2	S 06°28'14" E	81.18'
L3	S 00°00'10" E	30.00'
L4	S 89°59'50" W	45.11'
L5	S 39°48'31" W	22.65'
L6	S 80°37'40" W	32.95'
L7	S 58°39'09" W	56.28'
L8	S 80°00'19" W	3.00'
L9	N 80°00'44" E	43.17'
L10	S 06°34'39" E	51.17'
L11	S 00°34'39" E	48.97'
L12	S 89°58'12" W	45.27'
L13	S 14°21'24" W	32.47'
L14	S 46°06'48" W	55.50'
L15	S 80°11'10" W	3.03'

CURVE	CHD BEARING	LENGTH	MEASURED CHORD	MEASURED CHD BEARING
C1	N 22°30'09" E	104.71'	97.37'	N 26°54'33" E
C2	S 24°44'19" W	78.83'		
C3	N 34°46'16" E	67.84'	62.36'	N 54°47'39" E
C4	S 22°53'10" E	110.65'	107.99'	S 23°10'23" E
C5	S 81°39'39" W	11.50'		
C6	N 62°31'11" E	66.06'	63.83'	N 82°12'17" E
C7	S 56°16'31" W	73.29'		
C8	N 37°30'06" E	187.67'		



		PROMENADE AT BONITA BAY	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	PARTY CHIEF: AT	DATE: 6/1/2012	HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS LANDSCAPE ARCHITECTS	950 Encore Way Naples, FL 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772
				DRAWN BY: BEH	DATE: 7/12		
				CHECKED BY: THM	DATE: 8/12		
DATE	KEY BY			ECO-TOPO-FILE: 28-47-25	HORIZONTAL SCALE: 1"=50'		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pro Insur, Inc dba
Campbell Risk Management
9595 Whitley Drive, Suite 204
Indianapolis, IN 46240
Larry Spilker Ext 203

CONTACT NAME: Larry Spilker ext 203
PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093
E-MAIL ADDRESS: lspilker@campbellrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HANOVER INSURANCE GROUP	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Local Roots
LLC
1418 Sandcastle Rd
Sanibel Florida 33957

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	AAM6321 LHW D481967 - 03	02/01/2025	02/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER

City of Bonita Springs
9101 Bonita Beach Rd SE
Bonita Springs FL 34135

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John C. Campbell

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R.L.R. INVESTMENTS L.L.C.

A REAL ESTATE INVESTMENT COMPANY

July 24, 2025

City of Bonita Springs – Community Development
9220 Bonita Beach Road, suite 111
Bonita Springs, Florida 34135

Re: 26795 – 26851 South Bay Drive, Bonita Springs, FL 34134
Strap # 28-47-25-B3-0320D.0010

To Whom It May Concern:

R.L.R. Investments, L.L.C. is the record owner of the referenced Promenade At Bonita Bay, the property located at 26795 - 26851 South Bay Drive, Bonita Springs, Florida 34134.

Please accept this letter as written documentation that R.L.R. Investments, L.L.C. has entered into a Lease Agreement with Local Roots, L.L.C. for the operation of a weekly Flea Market in the parking lot of the subject property, from 8:00 a.m. to 12:00 p.m. every Saturday from October 4, 2025 through and including Saturday May 30, 2026.
In addition, please be advised there are public restrooms on the property available to the Flea Market Customers and anyone shopping and dining at Promenade at Bonita Bay.

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

Sincerely,

Lisa Bramm

Lisa Bramm
Director of Property Management

STATE OF FL)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24th day of July 2025, by **Lisa Bramm** who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Christina M Corso
My Commission HH 371759
Expires 3/26/2027

NOTARY PUBLIC

2340 Periwinkle Way, Suite M-1 Sanibel, FL 33957 239-472-2792 239-229-2657 (mobile)

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 16-10

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

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

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

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

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION ONE: SECTION ONE: AMENDMENTS

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

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

(a) *Location and permitting requirements.*

(1) An outdoor flea market shall be permitted to operate upon approval of a special event permit on either Bonita Beach Road or U.S. 41 only. No outdoor flea market may be operated in any other area of the city boundaries.

(2) ~~Only one permit will be issued annually for either road segment, even when the outdoor flea market is a seasonal activity.~~ Council is not required to issue a permit for either road segment if council determines the use would be detrimental to the surrounding area.

(3) A maximum of two outdoor flea market permits may be issued in one calendar year by city council regardless of whether the permit is for a seasonal or annual application.

(4) The outdoor flea market will be permitted to operate a maximum of one day per week, as specified in the permit. A change in the day operated must be approved by city council.

(5) A person cannot apply for an outdoor flea market if their purpose is not an outdoor flea market, but for substantially a specific use, such as (1) antiques; (2) arts and craft items; or (3) car shows. These items are regulated under the special events permits.

(b) *Application requirements.*

(1) The permits may be applied for annually for a period not to exceed seven months in a given year but will expire on September 30 at the end of each year.

(2) A proposed site plan must be provided with the special event application depicting the area for the market, vendor location, parking, traffic plan, etc.

(3) A for-profit outdoor flea market operator will pay a fee of $750.00 per year for the special event permit, payable within ten days upon council approval and prior to operation.

(4) Local non-profit outdoor flea market operators providing services to the local community will pay a fee of $100.00 per year for the special event permit payable within ten days upon council approval and prior to operation.

(5) Liability insurance of $1,000,000.00 in general commercial coverage naming the City of Bonita Springs as an additional insured will be maintained by the outdoor flea market operator for the duration of the flea market permit. Failure to maintain the insurance will require the outdoor flea market to be closed until such time the insurance is re-issued, with proof on file with the city clerk.

(6) The owner or operator of the outdoor flea market shall obtain a notarized letter from the property or business owner stating that the market has permission to operate an outdoor flea market on the property.

(c) *Operating requirements.*

(1) The following is a list of prohibited items that may not be sold at the outdoor flea market:

a. Any item, novelty or material that is considered sexually oriented, as defined in F.S. § 847.001.

b. Live animals (except for animal non-profit and/or foundation rescue adoptions), including the showing or display of animals for a fee (e.g., pictures with a parrot, alligator or snake).

c. Fireworks.

d. Alcoholic beverages.

e. Paraphernalia associated with drug and/or tobacco use.

f. Counterfeit or copyright-infringing items.

g. Food processed, packed or prepared at a home or other source not approved by federal, state or municipal health authorities or inspected by federal, state or municipal health authorities.

h. No mobile food vendors unless they have a mobile food vendor permit consistent with Land Development Code §4-3061.

(2) Sales shall be made from booths and tables and not directly from motor vehicles. The flea market owner or operator shall coordinate with the fire district for any tent over ten feet x ten feet, as well as any additional fire issues to ensure safe ingress and egress at both the market and parking area, prior to issuance by city council of the special event permit for this use. Any tent over ten feet x ten feet needs to be properly permitted by community development prior to its use.

(3) Signage will need to be permitted by community development in accordance with the sign ordinance.

(4) The flea market owner or operator shall, on a regular basis, inspect the merchandise offered for sale by all flea market vendors operating on the premises and items are subject to inspection at all times by the sheriff's office and/or any authorized member of city staff.

(5) Food vendors: No person shall vend fresh fruits, vegetables, or other produce without a valid food establishment permit issued by the state department of agriculture and consumer services. Fresh fruits or vegetables shall be confined to the tables that are at least six inches above the ground.

(6) An outdoor flea market may only be operated during daytime hours (no lighting of any kind is permitted). Hours of operation will be established during the special event approval. Vendors may arrive one hour prior for setup and may remain one hour after for breakdown. All vendors participating must be permitted through the outdoor flea market operator. Owner or operator of the outdoor flea market is responsible for maintaining current license verification for all vendors.

(7) All trash, refuse and garbage must be removed from the site at the end of each day. The premises occupied by the outdoor flea market shall be kept clean and free of accumulated trash, refuse or garbage during and after the hours of operation. All discarded fresh fruits, vegetables, produce or other items will be removed by vendor so that by the end of the day the property shows no indication that an outdoor flea market was at the site. Vendors agree to protect market organizers from any legal or financially liability in case of accidents or incidents at the market.

(d) *Revocation/private property rights of owners.*

(1) The flea market operator may not allow the flea market to become a public nuisance. The city manager or designee may request city council to revoke the special event permit for that time period should the following conditions exist during the operation of the flea market. The existence of any of the following conditions is hereby declared to constitute a public nuisance:

a. Accumulation of any garbage or rubbish.

b. Any condition that may threaten the health, safety or economic welfare of abutting or adjacent property owners or occupants.

c. If the outdoor flea market presents a visual blight upon neighborhoods.

d. Significant deviation(s) from the site plan or any other item in the special event permit. Any permit modification must be approved by city council.

e. If the outdoor flea market becomes a public safety hazard, including, but not limited to, fire and flood hazards, or creates a situation where the use interferes with parking or traffic, both vehicular and pedestrian.

f. If there is a finding of one or more violations of any of the regulations in section 12-322 of this article.

(2) As with every special event, city council reserves the right to deny any special event permit for an outdoor flea market if there has been a revocation or alternatively, there are documented complaints that justifies city council's determination that the operation of the outdoor flea market by its operator or any other operator constitutes a nuisance or will be incompatible with the surrounding area or disrupts the operation of the City of Bonita Springs, its citizens or business community.

(3) Nothing contained within this article is intended to, nor shall be construed as, interfering with or superseding in any way the continuing right of any property owner to prohibit at any time the operation of an outdoor flea market upon that property owner's private property, regardless of whether or not a permit has been obtained and is still current with city council.

~~(4) Subsequent review and sunset provision. The outdoor flea market permit regulations contained within this article is being added in support of the local economy until there is greater demand for property on U.S. 41 and Bonita Beach Road. This article will sunset on October 1, 2020, unless further extended by city council by ordinance.~~

(Ord. No. 14-13, § 1, 6-4-2014)

SECTION TWO: SEVERABILITY

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

SECTION THREE: CONFLICTS OF LAW

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

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

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

SECTION FIVE: EFFECTIVE DATE

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

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

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

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

Date filed with City Clerk: 8/10/16

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-221
September 17, 2025

ITEM TITLE: Approve a Resolution to engage a firm for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project (RFQ 25-13) and authorize staff to enter into negotiations with the number one ranked firm, Kimley-Horn & Associates, Inc.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and Resiliency, 4) Environmental Protection

BACKGROUND: On July 31, 2025, the City received four (4) sealed responses for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project RFQ 25-13.

On August 18, 2025, the Selection Committee met to evaluate the submittals. After review, the committee short-listed all four (4) firms and recommended that they prepare presentations. The Committee met on September 4 and September 8, 2025, and heard presentations. Following the presentations, the firms were ranked in the following order:

1. Kimley-Horn and Associates, Inc.
2. Rummel, Klepper & Kahl, LLP
3. Q. Grady Minor and Associates, LLC (Pape-Dawson Company)
4. Choice Engineering Consultants, Inc.

STAFF RECOMMENDATION: Staff recommends award of Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project to Kimley-Horn and Associates, Inc.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE FOUR (4) FIRMS FOR ENGINEERING SERVICES FOR THE PENNSYLVANIA AVENUE CORRIDOR STREET IMPROVEMENT PROJECT (RFQ 25-13) AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM, KIMLEY-HORN.

WHEREAS, the City advertised for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project and received four (4) qualified and experienced submittals; and

WHEREAS, the Selection Committee met, shortlisted four (4) firms, heard presentations, and ranked the firms in the following order:

1. Kimley-Horn and Associates, Inc.
2. Rummel, Klepper & Kahl, LLP
3. Q. Grady-Minor and Associates, LLC (A Pape-Dawson Company)
4. Choice Engineering Consultants, Inc.

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

Section 1. To approve the Selection Committee's recommendation to rank the four (4) firms as enumerated above and engage Kimley-Horn and Associates, Inc. for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project RFQ 25-13.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___ day of _____, 2025.

AUTHENTICATION:

_____ _____
Mayor Mike Gibson City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Date filed: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-09-222
September 17, 2025

ITEM TITLE: Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and Resiliency, 4) Environmental Protection

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BACKGROUND: The Florida Division of Emergency Management (FDEM) released their Notice of Funding Opportunity (NOFO) on September 20, 2021. The announcement included funds allocated by the President for emergencies and major disaster declarations that occurred between January 1, 2020 and December 31, 2021. Included in the announcement was funding for HMGP-COVID. The City received a grant award notice on April 17, 2024 in the amount of $4,282,761.60. The City's match of $475,862.40 provides a total project cost of $4,758,624 for the neighborhood acquisition/demolition project.

The focus of the program is to purchase property located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement for the property reflects the current market value of the property. Once the City purchases the property the structure will be demolished, and the land will be in the City's name in perpetuity. The City will acquire the parcel for the appraised value of $410,000 and is funded through the CIP account number, 30.250.538.6109.

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

STAFF RECOMMENDATION: Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood

ATTACHMENTS:

1. Contract Agreement

REVIEWERS:

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

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the **City of Bonita Springs, FL,** a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [redacted] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project". The BUYER and funding from FEMA is regulated in part by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (The Stafford Act), 42 U.S.C. § 5121, et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain.

   The Hazard Mitigation Grant Program (HMGP) provides a process for a local government, through the State of Florida, to apply for federal funds for mitigation assistance to acquire interests in property, including purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity.

   Florida has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement with FEMA and herein incorporated by reference; making it a mitigation grant program grantee. The City of Bonita Springs, acting by and through the Bonita Springs City Council has applied for and been awarded federal funds pursuant to an agreement with Florida Division of Emergency Management dated September 9, 2024, and herein incorporated by reference, making it a mitigation grant program subgrantee;

   The terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

   The property located at [redacted]**, Bonita Springs, FL 34135** is located in the City of Bonita Springs, Lee County, FL and further described in Exhibit A, which is attached hereto and made a part hereof, and the City of Bonita Springs participates in the National Flood Insurance Program (NFIP) and is in good standing with NFIP as of the date of the Deed;

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

   SELLER understands this is a voluntary transaction and that SELLER is not entitled to

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relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants as applicable.

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

(See Exhibit A attached to this agreement)
More commonly known as:
[redacted]
Bonita Springs, FL 34135

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

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

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements described above is Four Hundred Ten Thousand Dollars and Zero Cents ($410,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.

b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.

c. The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.

d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that FEMA funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return

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of any and all monies or payments to either the funding agency or the City related to this property which may be claimed by SELLER after settlement.

e. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). The URA allows the tenants to receive relocation benefits for up to 42 months. In case the tenants vacate the affected properties in good faith and prior to the sale of said properties, if the SELLERS decide against the sale of the affected properties in benefit of the City, the SELLERS will become financially responsible for fulfilling the URA benefits to the tenants entirely. This financial commitment will also include any payments already made by the City for the benefit of the tenants.

4. ENVIRONMENTAL. To the best of the SELLERS knowledge, the properties are in compliance with Environmental Laws. SELLERS will provide any hazardous permits if applicable to BUYER prior to closing should any hazardous substances, toxic substances, materials or waste, pollutants, or contaminants, including without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls (PCBs) have been released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape or threatened to release on, at, under, above, through or from the properties in violation of applicable Environmental Laws or in a manner which requires or could require investigation, remediation or any other response action or could resolute in liability under applicable Environmental Laws.

A. SELLERS shall attest that the properties are not listed or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), nor are listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) or on any state list of sites requiring environmental investigation or clean-ups.

5. CONTINGENCIES.

A. SELLER shall vacate the property on or before the closing date from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.

B. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

C. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.

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D. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.

6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.

8. ADJUSTMENTS. NONE.

9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* one hundred eighty-three (183) days of the signing of this contract.

10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:

A. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
B. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;

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C. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
D. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
E. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.

12. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.

13. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.

16. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM**. (Eastern Standard Time) *on or before* **December 30, 2025** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.

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17. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

18. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.

19. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLER and the BUYER has signed this Agreement.

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

(This section intentionally left blank)

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

Seller/[redacted]

_____ _____
Signature Date

BUYER/ CITY: CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____ _____
Clerk Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

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Exhibit A

Legal Description

[redacted] Public Records of Lee County, Florida.

Parcel Identification Number: [redacted]

EQUAL HOUSING OPPORTUNITY

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLER of benefits under the FEMA Hazard Mitigation Grant Program – COVID funding (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Division of Emergency Management ("FDEM") grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these HMGP-COVID funds are awarded.

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

A. If Proceeds are received by the SELLER between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLER must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.

B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLER must turn over to FDEM the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

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

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all

EQUAL HOUSING OPPORTUNITY

actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

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

In addition to the above, the use of the land once acquired by the BUYER shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions as outlined in the statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80. Such uses may include parks for outdoor recreational activities; wetlands management; nature reserves and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

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EQUAL HOUSING OPPORTUNITY

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

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

OWNER/ [redacted]

_____

Signature

_____

Print Name

PROGRAM STAFF

_____

Signature

Elly Soto McKuen

Print Name

EQUAL HOUSING OPPORTUNITY

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**

2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.

3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.

4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.

5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).

6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.

7. **Provide all property keys to the City**: Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.

EQUAL HOUSING OPPORTUNITY

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-223
September 17, 2025

ITEM TITLE: (SECOND READING) AN ORDINANCE ESTABLISHING VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

REQUESTOR: Derek Rooney, City Attorney; Jacqueline Genson, Planning and Zoning Manager

AGENDA SECTION: Public Hearing

STRATEGIC PRIORITY:

BACKGROUND:

The current property owners of the Vivid Shores Property (formerly known as the Bonita Grande Mine) have submitted a petition to establish the Vivid Shores Community Development District (CDD), pursuant to Florida Statutes Chapter 190.005.

City staff has reviewed the petition and determined that the proposed CDD aligns with the approved entitlements for the included parcels. The establishment of the CDD is expected to benefit City taxpayers by facilitating the construction and ongoing maintenance of essential public infrastructure associated with the Vivid Shores project.

Ownership of the Vivid Shores acreage includes Pulte Home Company LLC, SD GRANDE SHORES LLC (Stock Homes), BONITA GRANDE 80 LLC, and BG Mine LLC. The project has received development permits for the Bonita Grande Drive Extension (north of East Terry Street), 386 single-family residential units, and related infrastructure. A permit for the community amenity is currently in process. Future development permits may allow for up to an additional 314 dwelling units.

The establishment of the CDD requires approval by ordinance. This meeting represents the second reading and public hearing of the ordinance. At this meeting, the City Council will conduct a formal review of the petition in accordance with §190.005, to determine whether it meets the statutory criteria for the creation of a Community Development District, as set forth below:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

STAFF RECOMMENDATION: Approve the ordinance

ATTACHMENTS:

1. Petition to Establish Vivid Shores CDD
2. Affidavits of Pre-filed Testimony
3. DRAFT Ordinance

REVIEWERS:

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

PETITION TO ESTABLISH VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Alyssa C. Willson
Florida Bar No. 91352
Alyssa.Willson@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Telephone: (850) 692-7300
Facsimile: (850) 692-7319

BEFORE THE CITY COUNCIL
CITY OF BONITA SPRINGS, FLORIDA

AMENDED AND RESTATED PETITION TO ESTABLISH THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Pulte Home Company, LLC, a Michigan limited liability company ("**Petitioner**"), hereby petitions the City Council of the City of Bonita Springs, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("**District**") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Bonita Springs, Florida. **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 1,294.95 acres of land. The site is generally located north of East Terry Street, and east of Bonita Grande Drive and west of Crew Wildlife Management Area. The metes and bounds description of the proposed external boundaries of the District is set forth in **Exhibit 2.**

2. Excluded Parcels. There are no parcels within the boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the Landowners of one hundred percent (100%) of the real property located within the boundaries of the proposed District in accordance with Section 190.005, Florida Statutes. Documentation of this consent is contained in **Exhibit 3.**

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Scott Brooks
Address: 24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

Name: Naomi Robertson
Address: 24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

Name: Laura Ray
Address: 24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

Name: Jason Sawyer
Address: 2639 Professional Circle, Suite 101
Naples, Florida 34119

Name: Ned Dewhirst
Address: 6200 Whiskey Creek Drive
Fort Myers, Florida 33919

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Vivid Shores Community Development District.

6. Future Land Uses. The general distribution, location, and extent of the public and private future land uses proposed for the District, in accordance with the future land use plan element of the City's Future Land Use Plan, is identified in **Exhibit 4**. The proposed development within the District contemplates the construction of approximately 634 single family residential units. The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities. **Exhibit 5** shows the major trunk water mains and sewer interceptors and outfalls that would serve the proposed District, as well as the proposed drainage patterns for lands within the proposed District.

8. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. These facilities will serve the residential development within the District. The estimated costs of constructing the infrastructure serving lands within the proposed District are also identified. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed between 2025 and 2030. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions. The proposed District will exercise certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2), Florida Statutes.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("**SERC**") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data.

10. Authorized Agent. The Petitioner is authorized to do business in Florida. **Exhibit 8** identifies the authorized agent for the Petitioner. Copies of all correspondence and official notices should be sent to:

Alyssa C. Willson
Alyssa.Willson@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

11. This petition to establish the Vivid Shores Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses, and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Bonita Springs from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services, and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Bonita Springs, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

c. consent to the District's exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as appropriate.

The undersigned certifies the above statements to be true and correct.

RESPECTFULLY SUBMITTED this 12th day of August, 2025.

BY: */s/ Alyssa C. Willson*

Alyssa C. Willson
Florida Bar No. 91352
Alyssa.Willson@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Telephone: (850) 692-7300
Facsimile: (850) 692-7319

Attorney for Petitioner

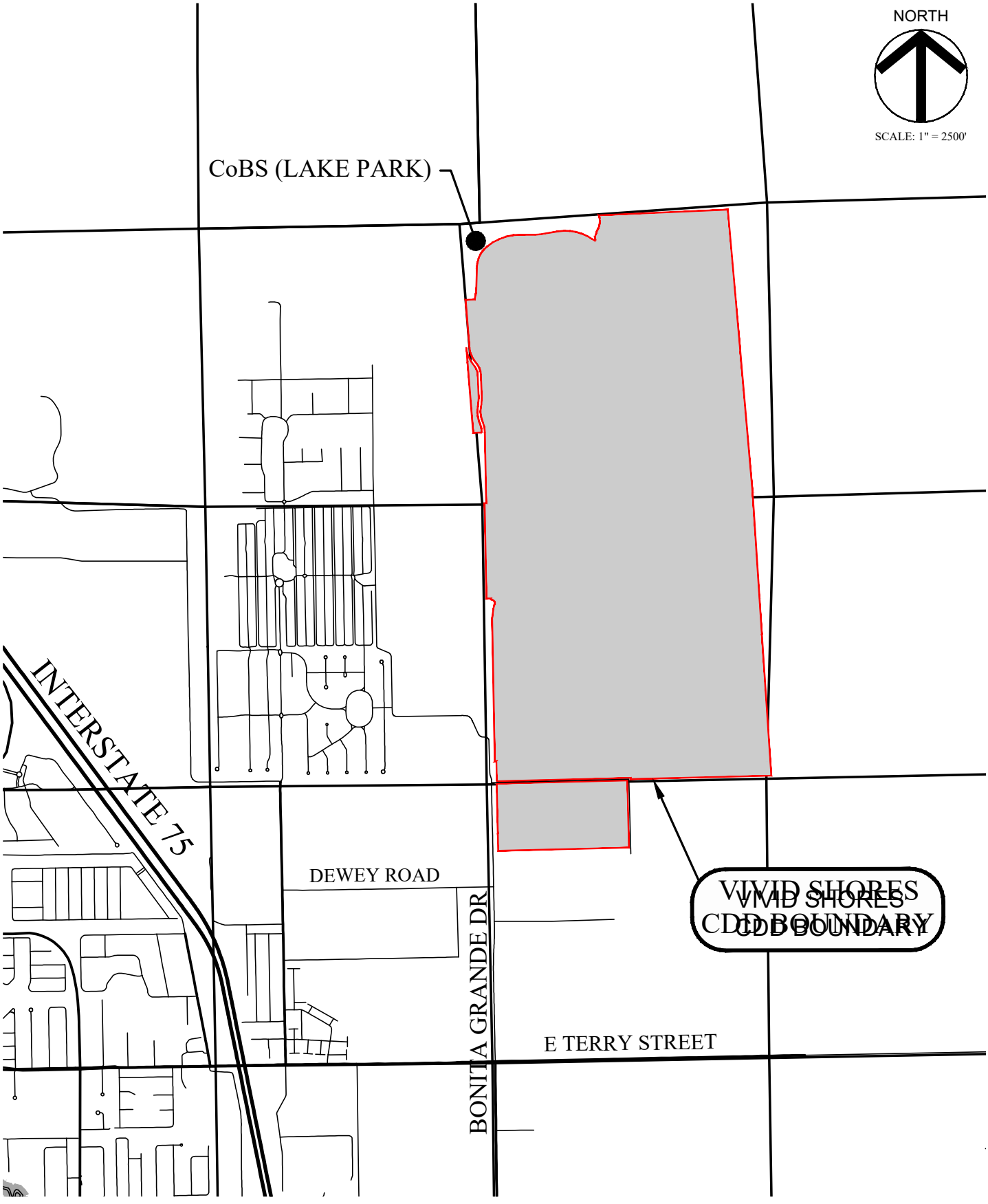


EXHIBIT 1: LOCATION MAP

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000102.dwg
SHEET: 2 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

ATWELL
239.390.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

B:\Projects\1202-500 (Bonita Grande Mine) RPD CDD Establishment\Drawings-Exhibits\1202-500-01 CDD Exhibits\Current Plans\12025000102.dwg

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32”E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, ALSO BEING A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2024000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11”W., A DISTANCE OF 396.54 FEET; THENCE (2) S.88°54'49”W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11”W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02”E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56”E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11”W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30”W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51”W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE , AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, SAID PUBLIC RECORDS; THENCE N.01°05'35”W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 984.47 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 19°38'06", AND A CHORD WHICH BEARS N.08°27'40”E. 180.74 FEET, SAID POINT LYING ON THE EAST LINE OF PARCEL 211B, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF PARCEL 211B AND THE ARC OF SAID CURVE, A DISTANCE OF 181.63 FEET; THENCE N.01°04'13”W., ALONG SAID EAST LINE OF PARCEL 211B, A DISTANCE OF 641.39 FEET TO A POINT LYING ON THE EAST LINE OF PARCEL 22C , AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE THE FOLLOWING ELEVEN (11) CALLS ALONG SAID EAST LINE OF SAID PARCEL 22C: (1) N.01°04'13”W., A DISTANCE OF 1342.33 FEET, CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18°28'36", AND A CHORD WHICH BEARS N.10°17'51”W. 170.17 FEET; THENCE (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 170.91 FEET; THENCE (3) N.19°32'09”W., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS N.04°42'29”W. 240.56 FEET; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 243.27 FEET; THENCE (5) N.10°07'11”E., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS N.03°52'28”E. 115.31 FEET; THENCE (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.54 FEET; THENCE (7) N.02°22'14”W., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS N.18°48'34”W. 186.77 FEET; THENCE (8) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 189.36 FEET; THENCE (9) N.35°14'54”W., A DISTANCE OF 122.77 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 30°34'04", AND A CHORD WHICH BEARS N.19°56'34”W. 247.79 FEET; THENCE (10) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.75 FEET; THENCE (11) N.04°37'44”W., A DISTANCE OF 906.79 FEET TO A POINT LYING ON THE SOUTH BOUNDARY A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2024000061394; THENCE THE FOLLOWING TWENTY-SIX (26) CALLS ALONG THE BOUNDARY OF SAID PARCEL OF LAND: (1) N.87°40'02"E., A DISTANCE OF 171.20 FEET; THENCE (2) N.10°30'10"E., A DISTANCE OF 122.05 FEET; THENCE (3) N.06°12'14"E., A DISTANCE OF 74.97 FEET; THENCE (4) N.01°54'16"E., A DISTANCE OF 434.19 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.26°06'46"E. 410.05 FEET, AND A CENTRAL ANGLE OF 48°24'56"; THENCE (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.51 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A

RADIUS OF 1,000.00 FEET, A CHORD WHICH BEARS N.70°09'32"E. 678.73 FEET, AND A CENTRAL ANGLE OF 39°40'36"; THENCE (6) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 692.49 FEET; THENCE (7) N.89°59'50"E., A DISTANCE OF 282.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.85°23'58"E. 80.16 FEET, AND A CENTRAL ANGLE OF 09°11'45"; THENCE (8) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.25 FEET; THENCE (9) N.80°48'05"E., A DISTANCE OF 355.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 892.71 FEET, A CHORD WHICH BEARS S.77°23'28"E. 663.29 FEET, AND A CENTRAL ANGLE OF 43°37'01"; THENCE (10) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 679.58 FEET; THENCE (11) S.60°41'36"E., A DISTANCE OF 57.31 FEET; THENCE (12) N.28°15'07"E., A DISTANCE OF 23.04 FEET; THENCE (13) N.11°11'18"W., A DISTANCE OF 33.40 FEET; THENCE (14) N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE (15) N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE (16) N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE (17) N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE (18) N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE (19) N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE (20) N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE (21) N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE (22) N.18°24'14"E., A DISTANCE OF 51.19 FEET; THENCE (23) N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE (24) N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE (25) N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE (26) N.14°54'47"W., A DISTANCE OF 43.86 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48”E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2445.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.04°58'39”E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.80 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE S.04°58'06”E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER OF SECTION 17, ALSO BEING THE NORTHEAST CORNER OF SECTION 20; THENCE S.03°47'43”E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2684.40 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE S.03°47'39”E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER OF SECTION 20; THENCE S.88°37'32”W., ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2773.30 FEET; THENCE DEPART SAID SOUTH LINE OF SECTION 20, S.01°19'03" E., ALONG THE NORTHERLY EXTENSION THEREOF THE EASTERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 1299.05 FEET; THENCE S.88°42'19" W., ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 2429.87 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 209A, OF THE AFORESAID OFFICIAL RECORDS INSTRUMENT NUMBER 2024000107360; THENCE N.01°08'44" W., ALONG SAID EASTERLY LINE, AND THE EASTERLY EXTENSION THEREOF LINE OF SAID PARCEL 210A, A DISTANCE OF 1295.67 FEET TO THE **POINT OF BEGINNING**, BEING AND LYING IN A PORTION OF LOTS 1 THROUGH 16, AS DEPICTED AND RECORDED IN SUNCOAST ACRES, AN UNRECORDED PLAT AS REFERENCED IN OFFICIAL RECORDS INSTRUMENT BOOK 23, PAGE 113, OF SAID PUBLIC RECORDS AND IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA.

TOGETHER WITH - (PARCEL #1)

A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32”E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET, TO A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2024000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11”W., A DISTANCE OF 396.54 FEET; (2) S.88°54'49”W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11”W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02”E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56”E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11”W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30”W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51”W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE , AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137 OF SAID PUBLIC RECORDS; THENCE N.01°05'35”W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 1803.65 FEET TO A POINT LYING ON THE WEST LINE OF PARCEL 22C , AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID AGREED UPON LINE: (1) N.01°03'33”W., ALSO ALONG SAID WEST LINE OF PARCEL 22C, A DISTANCE OF 1339.84 FEET CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20 AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE (2) S.89°01'18”W. A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON SAID AGREED UPON LINE; THENCE THE FOLLOWING THREE (3) CALLS ALONG SAID AGREED UPON LINE: (1) S.89°01'18”W., A DISTANCE OF 161.18 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE (2) N.04°37'30”W., ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1348.90 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE (3) CONTINUE N.04°37'30”W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 261.24 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL 22C AND TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 30°36'36", AND A CHORD WHICH BEARS OF S.19°56'25”E., 279.79 FEET; THENCE THE FOLLOWING TEN (10) CALLS ALONG SAID WEST LINE OF PARCEL 22C: (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.15 FEET; THENCE (2) S.35°14'54”E., A DISTANCE OF 122.40 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS S.18°48'34”E. 152.82 FEET; THENCE (3) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 154.93 FEET; THENCE (4) S.02°22'14”E., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS S.03°52'28”W. 102.26 FEET; THENCE (5) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.46 FEET; THENCE (6) S.10°07'10”W., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS S.04°42'29”E. 271.27 FEET; THENCE (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.32 FEET; THENCE (8) S.19°32'09”E., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 18°28'35", AND A CHORD WHICH BEARS S.10°17'51”E. 150.91 FEET; THENCE (9) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.56 FEET; THENCE (10) S.01°03'33”E., A DISTANCE OF 2.91 FEET TO A POINT LYING ON SAID AGREED UPON LINE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON THE NORTH LINE OF A 25' ROAD RIGHT OF WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310302 OF THE PUBLIC RECORDS OF LEE COUNTY; THENCE N.88°37'32"E., ALONG THE NORTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 2,425.99 FEET; THENCE S.01°19'03"E., DEPARTING THE NORTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 25.99 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID 25' ROAD RIGHT WAY, SAID POINT ALSO LYING ON THE NORTH LINE OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310163, OF SAID PUBLIC RECORDS; THENCE S.88°38'51"W., ALONG THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 2,426.06 FEET TO THE NORTHEAST CORNER OF PARCEL 210A AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2024000107360, OF SAID PUBLIC RECORDS; THENCE N.01°08'47"W., DEPARTING THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 25.05 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 56,408,228 SQUARE FEET, OR 1,294.95 ACRES, MORE OR LESS.

METES AND BOUNDS DESCRIPTION OF SKETCH

Sections 17, 20 & 29, Township 47 South, Range 26 East

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, ALSO BEING A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2024000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11"W., A DISTANCE OF 396.54 FEET; THENCE (2) S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11"W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30"W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51"W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE , AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, SAID PUBLIC RECORDS; THENCE N.01°05'35"W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 984.47 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 19°38'06", AND A CHORD WHICH BEARS N.08°27'40"E. 180.74 FEET, SAID POINT LYING ON THE EAST LINE OF PARCEL 211B, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF PARCEL 211B AND THE ARC OF SAID CURVE, A DISTANCE OF 181.63 FEET; THENCE N.01°04'13"W., ALONG SAID EAST LINE OF PARCEL 211B, A DISTANCE OF 641.39 FEET TO A POINT LYING ON THE EAST LINE OF PARCEL 22C , AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE THE FOLLOWING ELEVEN (11) CALLS ALONG SAID EAST LINE OF SAID PARCEL 22C: (1) N.01°04'13"W., A DISTANCE OF 1342.33 FEET, CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18°28'36", AND A CHORD WHICH BEARS N.10°17'51"W. 170.17 FEET; THENCE (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 170.91 FEET; THENCE (3) N.19°32'09"W., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS N.04°42'29"W. 240.56 FEET; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 243.27 FEET; THENCE (5) N.10°07'11"E., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS N.03°52'28"E. 115.31 FEET; THENCE (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.54 FEET; THENCE (7) N.02°22'14"W., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS N.18°48'34"W. 186.77 FEET; THENCE (8) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 189.36 FEET; THENCE (9) N.35°14'54"W., A DISTANCE OF 122.77 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 30°34'04", AND A CHORD WHICH BEARS N.19°56'34"W. 247.79 FEET; THENCE (10) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.75 FEET; THENCE (11) N.04°37'44"W., A DISTANCE OF 906.79 FEET TO A POINT LYING ON THE SOUTH BOUNDARY A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2024000061394; THENCE THE FOLLOWING TWENTY-SIX (26) CALLS ALONG THE BOUNDARY OF SAID PARCEL OF LAND: (1) N.87°40'02"E., A DISTANCE OF 171.20 FEET; THENCE (2) N.10°30'10"E., A DISTANCE OF 122.05 FEET; THENCE (3) N.06°12'14"E., A DISTANCE OF 74.97 FEET; THENCE (4) N.01°54'16"E., A DISTANCE OF 434.19 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.26°06'46"E. 410.05 FEET, AND A CENTRAL ANGLE OF 48°24'56"; THENCE (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.51 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CHORD WHICH BEARS N.70°09'32"E. 678.73 FEET, AND A CENTRAL ANGLE OF 39°40'36"; THENCE (6) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 692.49 FEET; THENCE (7) N.89°59'50"E., A DISTANCE OF 282.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.85°23'58"E. 80.16 FEET, AND A CENTRAL ANGLE OF 09°11'45"; THENCE (8) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.25 FEET; THENCE (9) N.80°48'05"E., A DISTANCE OF 355.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 892.71 FEET, A CHORD WHICH BEARS S.77°23'28"E. 663.29 FEET, AND A CENTRAL ANGLE OF 43°37'01"; THENCE (10) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 679.58 FEET; THENCE (11) S.60°41'36"E., A DISTANCE OF 57.31 FEET; THENCE (12) N.28°15'07"E., A DISTANCE OF 23.04 FEET; THENCE (13) N.11°11'18"W., A DISTANCE OF 33.40 FEET; THENCE (14) N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE (15) N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE (16) N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE (17) N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE (18) N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE (19) N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE (20) N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE (21) N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE (22) N.18°24'14"E., A DISTANCE OF 51.19 FEET; THENCE (23) N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE (24) N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE (25) N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE (26) N.14°54'47"W., A DISTANCE OF 43.86 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2445.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.04°58'39"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.80 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE S.04°58'06"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER OF SECTION 17, ALSO BEING THE NORTHEAST CORNER OF SECTION 20; THENCE S.03°47'43"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2684.40 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE S.03°47'39"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER OF SECTION 20; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2773.30 FEET; THENCE DEPART SAID SOUTH LINE OF SECTION 20, S.01°19'03" E., ALONG THE NORTHERLY EXTENSION THEREOF THE EASTERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 1299.05 FEET; THENCE S.88°42'19" W., ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 2429.87 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 209A, OF THE AFORESAID OFFICIAL RECORDS INSTRUMENT NUMBER 2024000107360; THENCE N.01°08'44" W., ALONG SAID EASTERLY LINE, AND THE EASTERLY EXTENSION THEREOF LINE OF SAID PARCEL 210A, A DISTANCE OF 1295.67 FEET TO THE **POINT OF BEGINNING**, BEING AND LYING IN A PORTION OF LOTS 1 THROUGH 16, AS DEPICTED AND RECORDED IN SUNCOAST ACRES, AN UNRECORDED PLAT AS REFERENCED IN OFFICIAL RECORDS INSTRUMENT BOOK 23, PAGE 113, OF SAID PUBLIC RECORDS AND IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA.

(LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 8)

REVISIONS:
08/11/2025 REVISED BOUNDARY AND LEGAL DESCRIPTION

PREPARED FOR:
PULTE HOME COMPANY, LLC

ATWELL
866.850.4200 www.atwell.com
CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FL 34203
OFFICE 941.748.8340 FAX 941.896.9938

Digitally signed by Kyle E. Cross
DN: CN=Kyle E Cross, dnQualifier=A01410E2000018EC9...9D9F000AC9F9, O=Atwell LLC, C=US
Date: 2025.08.11 15:...04'00'

KYLE E. CROSS PSM No. 7176

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE E. CROSS., P.S.M.

SHEET	Scale: 1"= NA	Drawn by: BH	FB/PG: NA	DATE: 04/11/2025
1 OF 8				JOB: 23007044-M&B

Drawing name: C:\Users\bhabora\OneDrive - Atwell LLC\Documents\Atwell Projects\CDD Metes-Bounds Sketch\DWG\23007044-M&B.dwg 1 Aug 11, 2025 2:46pm by: bhabora

METES AND BOUNDS DESCRIPTION OF SKETCH

Sections 17, 20 & 29, Township 47 South, Range 26 East

(LEGAL DESCRIPTION CONTINUED FROM SHEET 1 OF 8)

TOGETHER WITH - (PARCEL #1)

A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET, TO A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2024000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11"W., A DISTANCE OF 396.54 FEET; (2) S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11"W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30"W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51"W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE , AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137 OF SAID PUBLIC RECORDS; THENCE N.01°05'35"W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 1803.65 FEET TO A POINT LYING ON THE WEST LINE OF PARCEL 22C , AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2024000107340; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID AGREED UPON LINE: (1) N.01°03'33"W., ALSO ALONG SAID WEST LINE OF PARCEL 22C, A DISTANCE OF 1339.84 FEET CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20 AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE (2) S.89°01'18"W. A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON SAID AGREED UPON LINE; THENCE THE FOLLOWING THREE (3) CALLS ALONG SAID AGREED UPON LINE: (1) S.89°01'18"W., A DISTANCE OF 161.18 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE (2) N.04°37'30"W., ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1348.90 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE (3) CONTINUE N.04°37'30"W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 261.24 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL 22C AND TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 30°36'36", AND A CHORD WHICH BEARS OF S.19°56'25"E., 279.79 FEET; THENCE THE FOLLOWING TEN (10) CALLS ALONG SAID WEST LINE OF PARCEL 22C: (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.15 FEET; THENCE (2) S.35°14'54"E., A DISTANCE OF 122.40 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS S.18°48'34"E. 152.82 FEET; THENCE (3) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 154.93 FEET; THENCE (4) S.02°22'14"E., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS S.03°52'28"W. 102.26 FEET; THENCE (5) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.46 FEET; THENCE (6) S.10°07'10"W., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS S.04°42'29"E. 271.27 FEET; THENCE (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.32 FEET; THENCE (8) S.19°32'09"E., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 18°28'35", AND A CHORD WHICH BEARS S.10°17'51"E. 150.91 FEET; THENCE (9) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.56 FEET; THENCE (10) S.01°03'33"E., A DISTANCE OF 2.91 FEET TO A POINT LYING ON SAID AGREED UPON LINE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON THE NORTH LINE OF A 25' ROAD RIGHT OF WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310302 OF THE PUBLIC RECORDS OF LEE COUNTY; THENCE ALONG THE NORTH LINE OF SAID 25' ROAD RIGHT OF WAY, N.88°37'32"E., A DISTANCE OF 2,425.99 FEET; THENCE DEPARTING THE NORTH LINE OF SAID 25' ROAD RIGHT OF WAY, S.01°19'03"E., A DISTANCE OF 25.99 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID 25' ROAD RIGHT WAY, SAID POINT ALSO LYING ON THE NORTH LINE OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310163, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, S.88°38'51"W., A DISTANCE OF 2,426.06 FEET TO THE NORTHEAST CORNER OF PARCEL 210A AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2024000107360, OF SAID PUBLIC RECORDS; THENCE DEPARTING THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, N.01°08'47"W., A DISTANCE OF 25.05 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 56,408,228 SQUARE FEET, OR 1,294.95 ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH(S).
3. BEARINGS SHOWN HEREON ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT).
4. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS:
08/11/2025 REVISED BOUNDARY AND LEGAL DESCRIPTION

PREPARED FOR:
PULTE HOME COMPANY, LLC

ATWELL
866.850.4200 www.atwell.com
CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FL 34203
OFFICE 941.748.8340 FAX 941.896.9938

Digitally signed by Kyle E. Cross
DN: CN=Kyle E Cross, O=Quantier=A01410D3000018EC0350BF000AC9F9, Cartwell LLC, C=US
Date: 2025.08.11 15:15:50-04'00'

KYLE E. CROSS PSM No. 7176
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE E. CROSS., P.S.M.

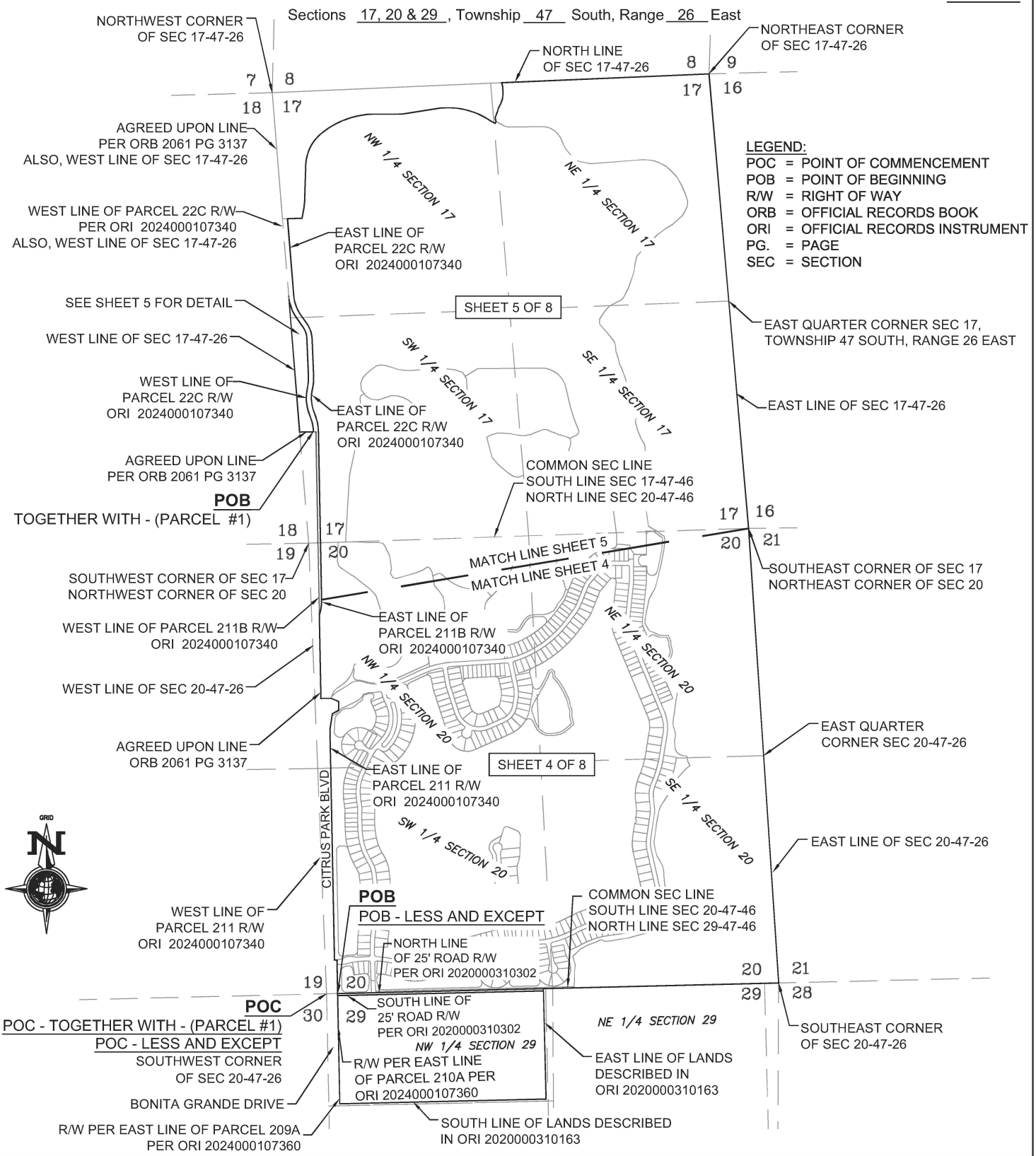
SHEET	Scale: 1"= NA	Drawn by: BH	FB/PG: NA	DATE: 04/11/2025
2 OF 8				JOB: 23007044-M&B

Drawing name: C:\Users\bhabora\OneDrive - Atwell LLC\Documents\Atwell Projects\CDD Metes-Bounds Sketch\DWG\23007044-M&B.dwg 2 Aug 11, 2025 2:46pm by: bhabora

METES AND BOUNDS SKETCH OF DESCRIPTION

Sections 17, 20 & 29, Township 47 South, Range 26 East

INDEX



REVISIONS:
08/11/2025 REVISED BOUNDARY AND LEGAL DESCRIPTION

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3 OF 8	Not To Scale	BH	NA	04/11/2025
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METES AND BOUNDS DESCRIPTION OF SKETCH

Sections 17, 20 & 29, Township 47 South, Range 26 East

LEGEND:
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
ORB = OFFICIAL RECORDS BOOK
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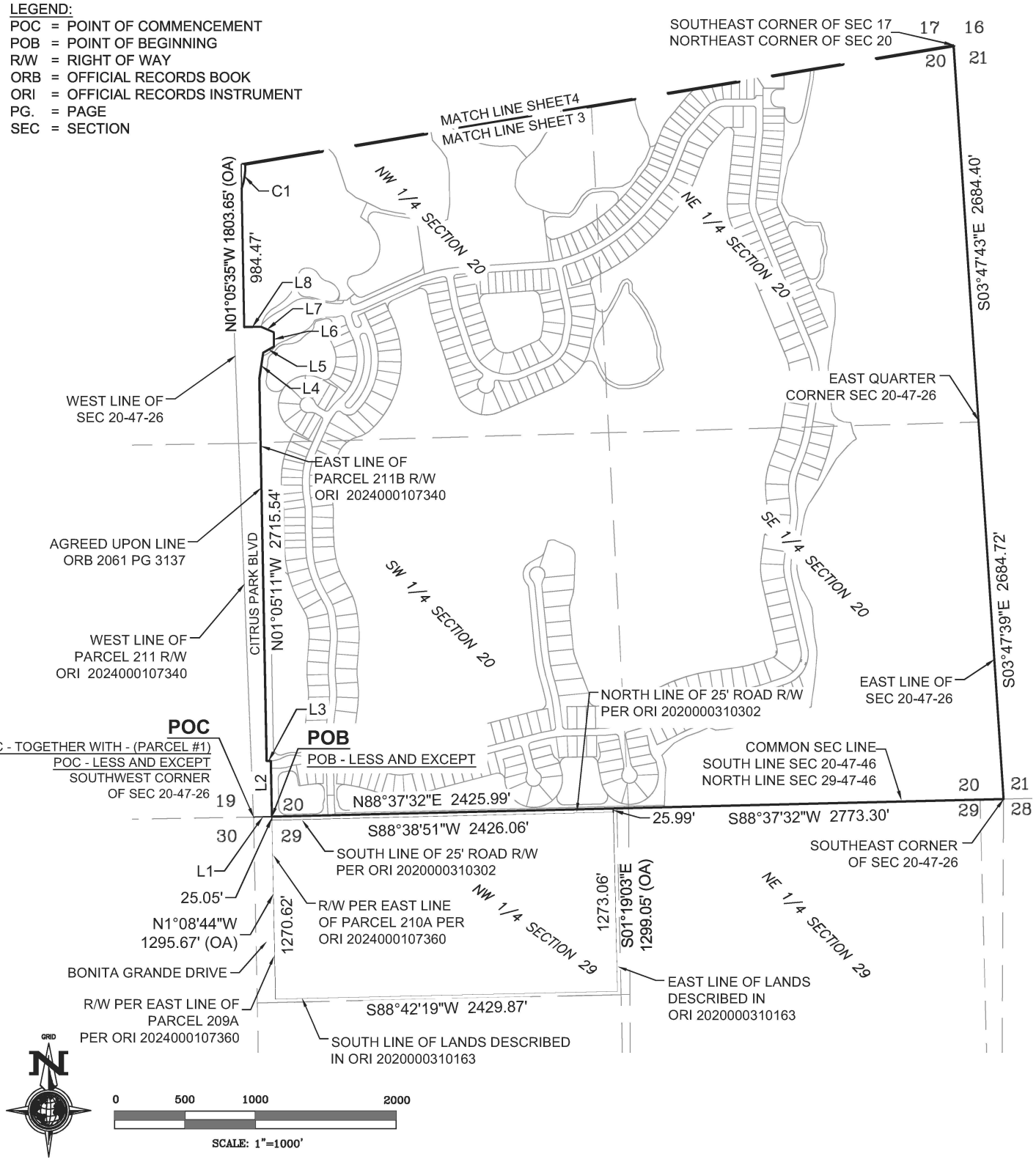

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SEE SHEET 7 FOR LINE AND CURVE TABLES

SHEET	Scale:	Drawn by:	FB/PG:	DATE:
4 OF 8	1" = 1000'	BH	NA	04/11/2025
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METES AND BOUNDS DESCRIPTION OF SKETCH

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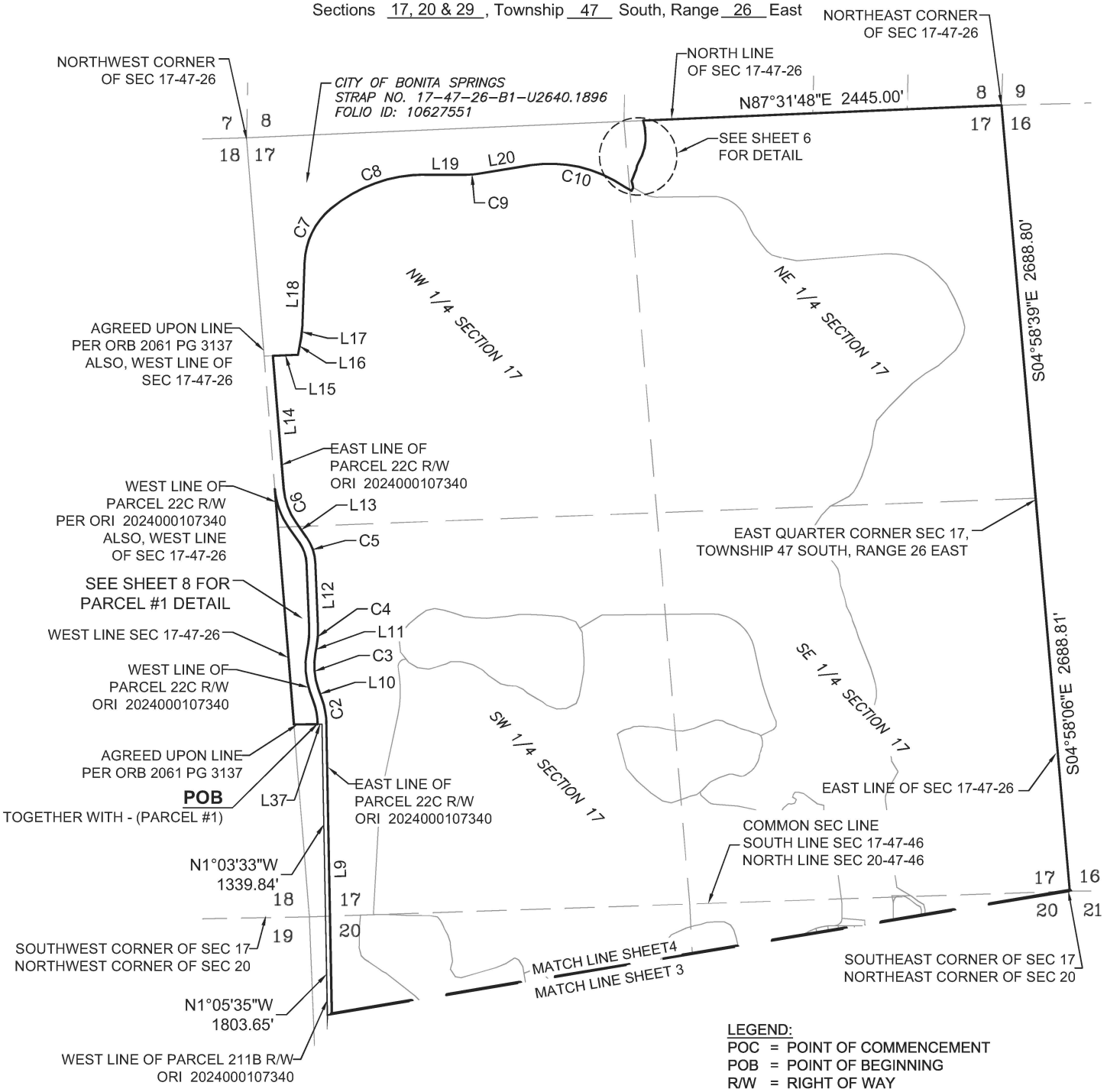

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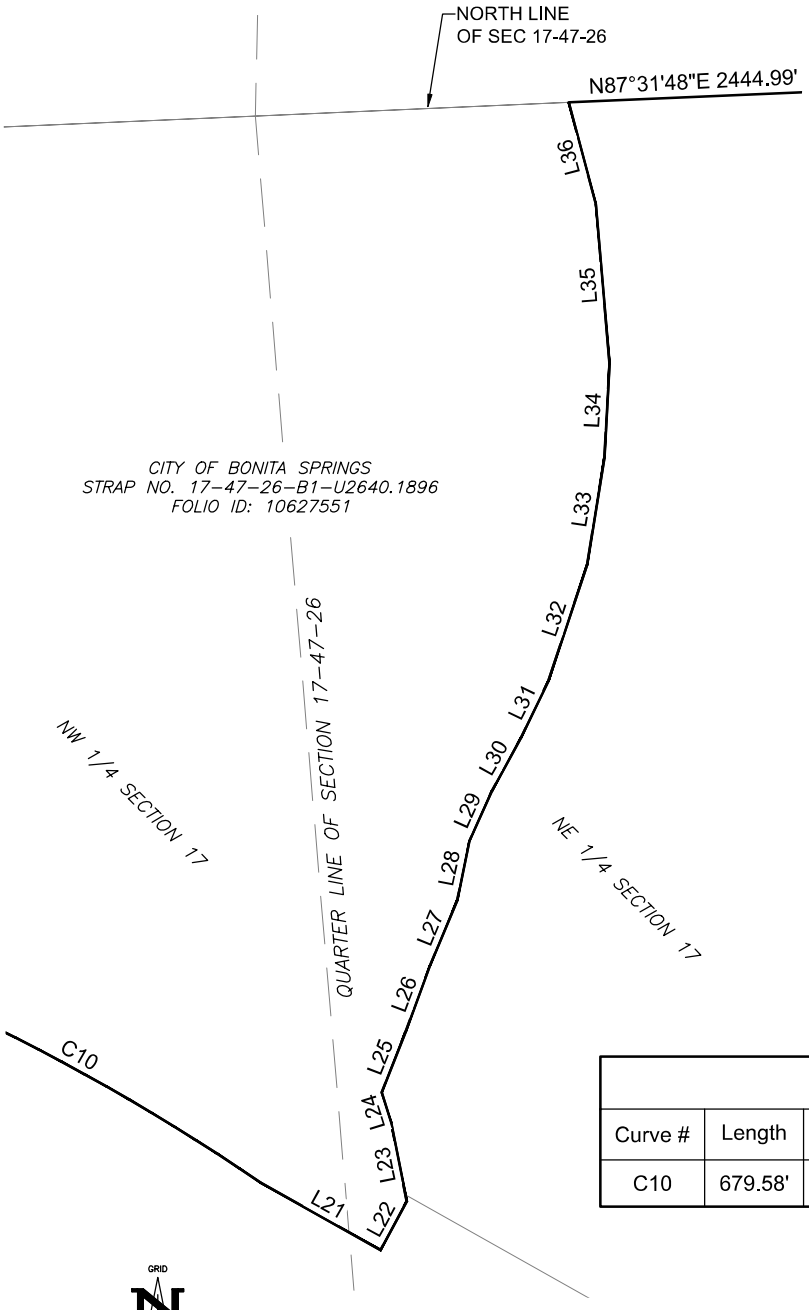
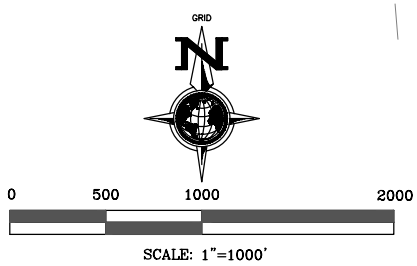
Sections 17, 20 & 29, Township 47 South, Range 26 East



Line Table		
Line #	Direction	Length
L21	S60°41'36"E	57.31'
L22	N28°15'07"E	23.04'
L23	N11°11'18"W	33.40'
L24	N17°25'29"W	13.23'
L25	N21°34'52"E	27.20'
L26	N20°08'26"E	29.18'
L27	N22°42'58"E	29.56'
L28	N11°36'31"E	25.40'
L29	N24°10'14"E	22.68'
L30	N28°38'37"E	25.35'
L31	N25°55'11"E	26.12'
L32	N18°24'14"E	51.19'
L33	N9°08'13"E	45.21'
L34	N3°06'58"E	39.17'
L35	N4°51'46"W	66.75'
L36	N14°54'47"W	43.86'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C10	679.58'	892.71'	43°37'01"	S77° 23' 28"E	663.29'



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6 OF 8	1" = 1000'	BH	NA	04/11/2025
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METES AND BOUNDS DESCRIPTION OF SKETCH

Sections 17, 20 & 29, Township 47 South, Range 26 East

Line Table		
Line #	Direction	Length
L1	N88°37'32"E	130.00'
L2	N1°05'11"W	396.54'
L3	S88°54'49"W	30.00'
L4	N8°27'02"E	187.67'
L5	N60°09'56"E	87.92'
L6	N1°05'11"W	101.21'
L7	N67°05'30"W	99.91'
L8	S88°54'51"W	117.31'
L9	N1°04'13"W	1983.72'
L10	N19°32'09"W	74.64'

Line Table		
Line #	Direction	Length
L11	N10°07'11"E	57.33'
L12	N2°22'14"W	444.34'
L13	N35°14'54"W	122.77'
L14	N4°37'44"W	906.79'
L15	N87°40'02"E	171.20'
L16	N10°30'10"E	122.05'
L17	N6°12'14"E	74.97'
L18	N1°54'16"E	434.19'
L19	N89°59'50"E	282.01'
L20	N80°48'05"E	355.83'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	181.63'	530.00'	19°38'06"	N08° 27' 40"E	180.74'
C2	170.91'	530.00'	18°28'36"	N10° 17' 51"W	170.17'
C3	243.27'	470.00'	29°39'20"	N04° 42' 29"W	240.56'
C4	115.54'	530.00'	12°29'25"	N03° 52' 28"E	115.31'
C5	189.36'	330.00'	32°52'40"	N18° 48' 34"W	186.77'
C6	250.75'	470.00'	30°34'04"	N19° 56' 34"W	247.79'
C7	422.51'	500.00'	48°24'56"	N26° 06' 46"E	410.05'
C8	692.49'	1000.00'	39°40'36"	N70° 09' 32"E	678.73'
C9	80.25'	500.00'	9°11'45"	N85° 23' 58"E	80.16'
C10	679.58'	892.71'	43°37'01"	S77° 23' 28"E	663.29'

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SEE SHEET 4 AND 5 FOR SKETCH

SHEET	Scale:	Drawn by:	FB/PG:	DATE:
7 OF 8	NA	BH	NA	04/11/2025
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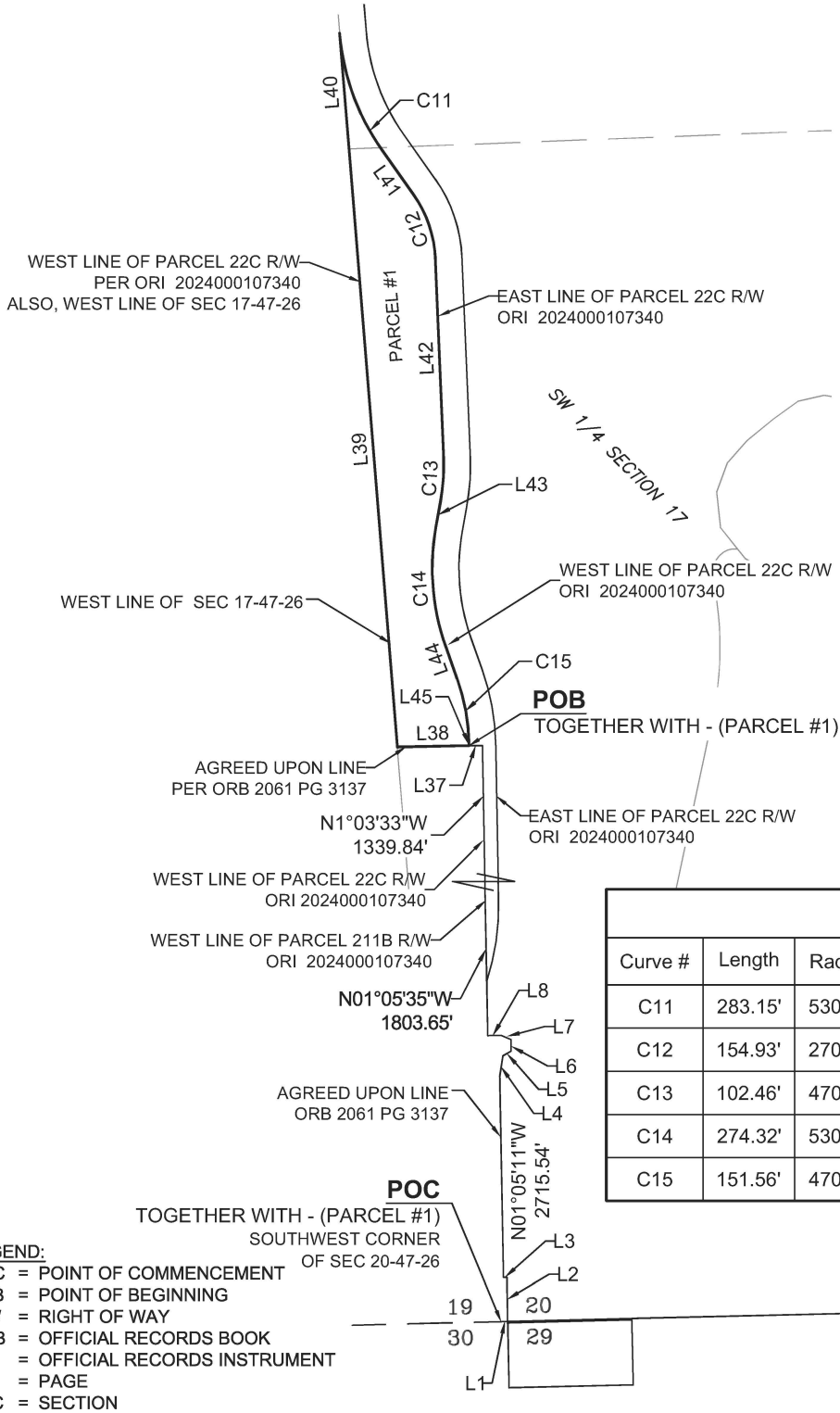

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L7	N67°05'30"W	99.91'
L8	S88°54'51"W	117.31'
L37	S89°01'18"W	30.00'
L38	S89°01'18"W	161.18'
L39	N4°37'30"W	1348.90'
L40	N4°37'30"W	261.24'
L41	S35°14'54"E	122.40'
L42	S2°22'14"E	444.34'
L43	S10°07'10"W	57.33'
L44	S19°32'09"E	74.64'
L45	S1°03'33"E	2.91'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	283.15'	530.00'	30°36'36"	S19° 56' 25"E	279.79'
C12	154.93'	270.00'	32°52'40"	S18° 48' 34"E	152.82'
C13	102.46'	470.00'	12°29'25"	S03° 52' 28"W	102.26'
C14	274.32'	530.00'	29°39'20"	S04° 42' 29"E	271.27'
C15	151.56'	470.00'	18°28'35"	S10° 17' 51"E	150.91'

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GRID N

0 200 400 800

SCALE: 1"=400'

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CONSENT TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned, under certain conditions being met and pursuant to a separate written agreement, has authorized Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner") to perform certain actions necessary to entitle and develop the Property, all pursuant to said separate written agreement.

The undersigned understands and acknowledges that Petitioner intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any reasonable documentation necessary or convenient to evidence this consent during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the person executing this instrument.

[*signatures on following page*]

Executed this 10th day of June, 2025.

WITNESSES:

Pamela S. Kraft
Name: Pamela S. Kraft

Name: SCOTT BROOKS

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: Naomi Robertson
Name: Naomi Robertson
Title: VP Finance

STATE OF FLORIDA
COUNTY OF Lee

I hereby certify that on this day, before me, by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Naomi Robertson, as VP Finance of Pulte Home Company, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 10th day of June, 2025.

JACQUELINE KRAMER
MY COMMISSION # HH 184227
EXPIRES: November 15, 2025
Bonded Thru Notary Public Underwriters

Jacqueline Kramer
Notary Public Jacqueline Kramer

Personally known: ✓
Produced Identification: _____
Type of Identification: _____

Exhibit A: Property Description

Exhibit A

Property Description

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W., ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 3481.93 FEET THENCE N.88°54'51"E., A DISTANCE OF 117.31 FEET; THENCE S.67°05'30"E., A DISTANCE OF 3.47 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.74 FEET AND A CHORD WHICH BEARS N.36°16'09"E. 177.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°02'44", A DISTANCE OF 184.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 354.90 FEET, A CHORD WHICH BEARS N.36°08'05"E. 272.27 FEET, AND A CENTRAL ANGLE OF 45°06'44"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 279.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 53.39 FEET, A CHORD WHICH BEARS N.36°46'47"E. 66.45 FEET, AND A CENTRAL ANGLE OF 76°57'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 91.67 FEET, A CHORD WHICH BEARS S.75°39'40"E. 87.85 FEET, AND A CENTRAL ANGLE OF 57°15'38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 91.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 295.10 FEET, A CHORD WHICH BEARS S.36°01'45"E. 53.96 FEET, AND A CENTRAL ANGLE OF 10°29'30"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 87.24 FEET, A CHORD WHICH BEARS S.63°20'22"E. 58.66 FEET, AND A CENTRAL ANGLE OF 39°17'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 128.93 FEET, A CHORD WHICH BEARS S.47°43'13"E. 103.18 FEET, AND A CENTRAL ANGLE OF 47°10'24"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CHORD WHICH BEARS S.07°48'06"W. 68.76 FEET, AND A CENTRAL ANGLE OF 63°52'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.46 FEET; THENCE N.86°37'05"E., A DISTANCE OF 67.35 FEET; THENCE N.51°06'02"E., A DISTANCE OF 71.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1011.21 FEET, A CHORD WHICH BEARS N.40°34'29"W. 59.12 FEET, AND A CENTRAL ANGLE OF 03°21'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.21°01'12"E. 89.31 FEET, AND A CENTRAL ANGLE OF 126°32'24"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET, A CHORD WHICH BEARS N.24°37'34"E. 353.86 FEET, AND A CENTRAL ANGLE OF 119°19'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 426.95 FEET; THENCE N.35°02'16"W., A DISTANCE OF 56.71 FEET; THENCE N.53°00'49"W., A DISTANCE OF 82.95 FEET; THENCE N.23°47'24"E., A DISTANCE OF 111.94 FEET; THENCE N.63°36'46"W., A

DISTANCE OF 34.59 FEET; THENCE N.68°08'59"W., A DISTANCE OF 50.77 FEET; THENCE N.51°21'27"W., A DISTANCE OF 42.38 FEET; THENCE N.55°09'39"W., A DISTANCE OF 28.55 FEET; THENCE N.39°16'51"W., A DISTANCE OF 19.17 FEET; THENCE N.18°11'00"W., A DISTANCE OF 235.59 FEET; THENCE N.31°59'17"W., A DISTANCE OF 41.38 FEET; THENCE N.45°08'35"W., A DISTANCE OF 80.13 FEET; THENCE N.51°52'41"W., A DISTANCE OF 244.65 FEET; THENCE N.62°47'08"W., A DISTANCE OF 32.93 FEET; THENCE N.54°54'21"W., A DISTANCE OF 39.01 FEET; THENCE N.55°04'20"W., A DISTANCE OF 71.87 FEET; THENCE N.57°57'04"W., A DISTANCE OF 31.70 FEET; THENCE N.44°02'11"W., A DISTANCE OF 36.73 FEET; THENCE N.14°03'07"W., A DISTANCE OF 54.60 FEET; THENCE N.00°35'56"E., A DISTANCE OF 139.24 FEET; THENCE N.04°38'16"E., A DISTANCE OF 82.92 FEET; THENCE N.88°03'57"E., A DISTANCE OF 87.67 FEET; THENCE N.03°15'43"E., A DISTANCE OF 772.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 132.00 FEET, A CHORD WHICH BEARS N.07°37'09"E. 20.06 FEET, AND A CENTRAL ANGLE OF 08°42'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.08 FEET; THENCE N.11°58'58"E., A DISTANCE OF 587.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 747.00 FEET, A CHORD WHICH BEARS N.02°22'46"E. 249.24 FEET, AND A CENTRAL ANGLE OF 19°12'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.41 FEET; THENCE N.07°13'27"W., A DISTANCE OF 71.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.43°57'59"E. 77.92 FEET, AND A CENTRAL ANGLE OF 102°22'52"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.34 FEET; THENCE N.38°37'27"W., A DISTANCE OF 60.72 FEET; THENCE N.06°25'15"W., A DISTANCE OF 81.20 FEET; THENCE N.20°29'27"E., A DISTANCE OF 69.87 FEET; THENCE N.41°23'56"E., A DISTANCE OF 66.92 FEET; THENCE N.50°43'14"E., A DISTANCE OF 76.86 FEET; THENCE N.54°15'05"E., A DISTANCE OF 67.66 FEET; THENCE N.76°53'55"E., A DISTANCE OF 60.07 FEET; THENCE S.80°13'08"E., A DISTANCE OF 64.11 FEET; THENCE S.73°38'18"E., A DISTANCE OF 77.12 FEET; THENCE S.71°01'47"E., A DISTANCE OF 66.80 FEET; THENCE S.82°59'27"E., A DISTANCE OF 74.57 FEET; THENCE S.87°23'42"E., A DISTANCE OF 81.33 FEET; THENCE N.84°21'28"E., A DISTANCE OF 145.16 FEET; THENCE N.81°13'46"E., A DISTANCE OF 82.22 FEET; THENCE S.89°56'14"E., A DISTANCE OF 81.25 FEET; THENCE S.87°08'50"E., A DISTANCE OF 74.11 FEET; THENCE S.85°02'34"E., A DISTANCE OF 126.84 FEET; THENCE S.70°34'12"E., A DISTANCE OF 103.34 FEET; THENCE S.31°58'03"E., A DISTANCE OF 52.40 FEET; THENCE N.59°20'36"E., A DISTANCE OF 175.01 FEET; THENCE N.89°23'21"E., A DISTANCE OF 743.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD WHICH BEARS S.51°33'26"E. 378.03 FEET, AND A CENTRAL ANGLE OF 78°06'25"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 408.97 FEET; THENCE S.12°30'14"E., A DISTANCE OF 155.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1780.00 FEET, A CHORD WHICH BEARS S.18°16'26"E. 357.91 FEET, AND A CENTRAL ANGLE OF 11°32'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 358.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.20°13'17"W. 69.80 FEET, AND A CENTRAL ANGLE OF 88°31'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.26 FEET; THENCE S.64°29'12"W., A DISTANCE OF 86.85 FEET; THENCE S.44°17'49"E., A DISTANCE OF 3.36 FEET; THENCE S.20°13'08"E., A DISTANCE OF 17.33 FEET; THENCE S.11°24'12"E., A DISTANCE OF 16.18 FEET; THENCE S.05°32'45"E., A DISTANCE OF 21.68 FEET; THENCE S.08°50'36"W., A DISTANCE OF 14.74 FEET; THENCE S.22°08'57"W., A DISTANCE OF

14.88 FEET; THENCE S.14°07'27"W., A DISTANCE OF 18.95 FEET; THENCE S.17°55'03"W., A DISTANCE OF 17.11 FEET; THENCE S.16°32'57"W., A DISTANCE OF 15.97 FEET; THENCE S.06°09'39"W., A DISTANCE OF 14.90 FEET; THENCE S.15°10'09"W., A DISTANCE OF 25.41 FEET; THENCE S.28°02'03"W., A DISTANCE OF 30.15 FEET; THENCE S.33°42'53"W., A DISTANCE OF 17.39 FEET; THENCE S.36°49'25"W., A DISTANCE OF 12.65 FEET; THENCE S.39°41'32"W., A DISTANCE OF 10.87 FEET; THENCE S.47°36'28"W., A DISTANCE OF 8.10 FEET; THENCE S.53°28'35"W., A DISTANCE OF 9.54 FEET; THENCE S.55°33'39"W., A DISTANCE OF 12.38 FEET; THENCE S.54°18'37"W., A DISTANCE OF 18.20 FEET; THENCE S.56°23'55"W., A DISTANCE OF 11.07 FEET; THENCE S.63°29'55"W., A DISTANCE OF 12.98 FEET; THENCE S.73°33'46"W., A DISTANCE OF 6.83 FEET; THENCE S.87°27'10"W., A DISTANCE OF 11.31 FEET; THENCE N.81°17'17"W., A DISTANCE OF 12.12 FEET; THENCE N.77°13'46"W., A DISTANCE OF 12.35 FEET; THENCE N.74°31'40"W., A DISTANCE OF 14.35 FEET; THENCE N.72°49'30"W., A DISTANCE OF 11.50 FEET; THENCE N.76°56'05"W., A DISTANCE OF 14.52 FEET; THENCE N.87°12'21"W., A DISTANCE OF 16.18 FEET; THENCE S.70°32'51"W., A DISTANCE OF 81.75 FEET; THENCE S.62°24'17"W., A DISTANCE OF 61.07 FEET; THENCE S.44°43'33"W., A DISTANCE OF 71.91 FEET; THENCE S.44°53'41"W., A DISTANCE OF 8.58 FEET; THENCE S.51°19'38"W., A DISTANCE OF 10.32 FEET; THENCE S.52°06'53"W., A DISTANCE OF 5.93 FEET; THENCE S.13°56'59"E., A DISTANCE OF 25.08 FEET; THENCE S.49°28'04"E., A DISTANCE OF 70.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.67°33'11"E. 34.77 FEET, AND A CENTRAL ANGLE OF 36°10'13"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.35 FEET; THENCE S.85°38'18"E., A DISTANCE OF 166.50 FEET; THENCE S.78°00'59"E., A DISTANCE OF 118.44 FEET; THENCE S.60°42'47"E., A DISTANCE OF 23.02 FEET; THENCE S.45°21'29"E., A DISTANCE OF 15.64 FEET; THENCE S.34°43'30"E., A DISTANCE OF 31.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.49°26'56"E. 57.45 FEET, AND A CENTRAL ANGLE OF 61°43'11"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.32 FEET; THENCE S.80°18'31"E., A DISTANCE OF 18.69 FEET; THENCE S.81°28'30"E., A DISTANCE OF 25.59 FEET; THENCE S.79°21'40"E., A DISTANCE OF 6.70 FEET; THENCE N.36°23'57"E., A DISTANCE OF 17.08 FEET; THENCE N.06°47'29"W., A DISTANCE OF 33.00 FEET; THENCE N.62°35'52"E., A DISTANCE OF 23.79 FEET; THENCE N.20°17'55"E., A DISTANCE OF 13.95 FEET; THENCE N.26°49'20"E., A DISTANCE OF 37.93 FEET; THENCE N.50°39'16"E., A DISTANCE OF 35.17 FEET; THENCE N.53°14'39"E., A DISTANCE OF 13.24 FEET; THENCE S.78°23'35"E., A DISTANCE OF 15.89 FEET; THENCE N.78°15'18"E., A DISTANCE OF 21.37 FEET; THENCE N.51°25'11"E., A DISTANCE OF 7.00 FEET; THENCE N.22°11'17"E., A DISTANCE OF 25.51 FEET; THENCE N.57°28'44"W., A DISTANCE OF 30.70 FEET; THENCE N.18°25'12"E., A DISTANCE OF 15.89 FEET; THENCE N.33°59'59"E., A DISTANCE OF 21.08 FEET; THENCE S.87°49'13"E., A DISTANCE OF 28.30 FEET; THENCE S.74°03'58"E., A DISTANCE OF 33.30 FEET; THENCE S.53°04'33"E., A DISTANCE OF 116.76 FEET; THENCE S.77°34'30"E., A DISTANCE OF 45.16 FEET; THENCE S.00°39'11"W., A DISTANCE OF 103.97 FEET; THENCE S.03°41'07"E., A DISTANCE OF 76.45 FEET; THENCE S.33°41'30"W., A DISTANCE OF 29.85 FEET; THENCE S.18°25'27"W., A DISTANCE OF 32.68 FEET; THENCE S.30°43'29"W., A DISTANCE OF 13.31 FEET; THENCE S.47°11'30"E., A DISTANCE OF 2.52 FEET; THENCE S.44°44'38"E., A DISTANCE OF 21.73 FEET; THENCE S.70°15'30"E., A DISTANCE OF 59.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.38°56'19"E. 51.98 FEET, AND A CENTRAL ANGLE OF 62°38'21"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.66 FEET; THENCE S.07°37'09"E., A

DISTANCE OF 350.03 FEET; THENCE S.00°02'49"E., A DISTANCE OF 97.01 FEET; THENCE S.85°02'25"E., A DISTANCE OF 156.67 FEET; THENCE S.01°44'12"W., A DISTANCE OF 28.80 FEET; THENCE S.32°45'57"E., A DISTANCE OF 95.55 FEET; THENCE N.89°16'24"E., A DISTANCE OF 143.19 FEET; THENCE N.00°02'49"W., A DISTANCE OF 225.24 FEET; THENCE N.11°17'22"W., A DISTANCE OF 51.51 FEET; THENCE S.89°57'29"E., A DISTANCE OF 126.73 FEET; THENCE N.59°01'51"W., A DISTANCE OF 28.48 FEET; THENCE N.59°56'54"W., A DISTANCE OF 39.60 FEET; THENCE N.57°37'07"W., A DISTANCE OF 40.42 FEET; THENCE N.08°01'39"W., A DISTANCE OF 39.39 FEET; THENCE N.09°11'02"W., A DISTANCE OF 64.39 FEET; THENCE N.07°07'29"W., A DISTANCE OF 65.87 FEET; THENCE N.08°47'20"W., A DISTANCE OF 37.39 FEET; THENCE N.02°49'10"W., A DISTANCE OF 69.55 FEET; THENCE N.08°08'23"W., A DISTANCE OF 326.65 FEET; THENCE N.07°20'51"E., A DISTANCE OF 24.54 FEET; THENCE N.15°43'57"E., A DISTANCE OF 31.58 FEET; THENCE N.29°31'03"E., A DISTANCE OF 155.37 FEET; THENCE N.31°00'38"W., A DISTANCE OF 84.41 FEET; THENCE N.06°34'28"W., A DISTANCE OF 28.13 FEET; THENCE N.00°06'28"E., A DISTANCE OF 39.22 FEET; THENCE N.16°10'37"W., A DISTANCE OF 42.90 FEET; THENCE N.30°06'55"W., A DISTANCE OF 32.87 FEET; THENCE N.33°04'26"W., A DISTANCE OF 22.15 FEET; THENCE N.27°04'06"W., A DISTANCE OF 16.43 FEET; THENCE N.23°05'49"W., A DISTANCE OF 21.67 FEET; THENCE N.24°55'42"W., A DISTANCE OF 41.80 FEET; THENCE N.21°50'19"W., A DISTANCE OF 28.65 FEET; THENCE N.17°51'19"W., A DISTANCE OF 33.13 FEET; THENCE N.14°16'31"W., A DISTANCE OF 22.95 FEET; THENCE N.13°13'26"W., A DISTANCE OF 65.06 FEET; THENCE N.04°08'29"E., A DISTANCE OF 12.01 FEET; THENCE N.15°04'43"E., A DISTANCE OF 49.35 FEET; THENCE N.02°05'42"E., A DISTANCE OF 43.88 FEET; THENCE N.07°59'38"W., A DISTANCE OF 44.05 FEET; THENCE N.14°26'05"W., A DISTANCE OF 42.83 FEET; THENCE N.16°43'10"W., A DISTANCE OF 75.79 FEET; THENCE N.21°59'28"W., A DISTANCE OF 228.97 FEET; THENCE N.16°17'19"W., A DISTANCE OF 51.30 FEET; THENCE N.21°42'19"W., A DISTANCE OF 45.09 FEET; THENCE N.20°20'57"W., A DISTANCE OF 22.39 FEET; THENCE N.15°08'55"W., A DISTANCE OF 17.84 FEET; THENCE N.20°57'05"W., A DISTANCE OF 27.42 FEET; THENCE N.26°36'49"W., A DISTANCE OF 20.65 FEET; THENCE N.27°22'24"W., A DISTANCE OF 24.38 FEET; THENCE N.20°58'03"W., A DISTANCE OF 19.07 FEET; THENCE N.12°25'00"W., A DISTANCE OF 52.63 FEET; THENCE N.18°37'33"W., A DISTANCE OF 51.06 FEET; THENCE N.18°04'04"W., A DISTANCE OF 38.53 FEET; THENCE N.06°52'08"W., A DISTANCE OF 27.52 FEET; THENCE N.04°33'16"W., A DISTANCE OF 46.16 FEET; THENCE N.16°11'08"W., A DISTANCE OF 44.26 FEET; THENCE N.34°24'27"W., A DISTANCE OF 42.67 FEET; THENCE N.40°09'45"W., A DISTANCE OF 35.22 FEET; THENCE N.40°01'42"W., A DISTANCE OF 31.79 FEET; THENCE N.39°47'31"W., A DISTANCE OF 23.05 FEET; THENCE N.40°58'10"W., A DISTANCE OF 136.66 FEET; THENCE N.07°11'03"W., A DISTANCE OF 31.42 FEET; THENCE N.04°54'54"E., A DISTANCE OF 31.26 FEET; THENCE N.31°11'45"E., A DISTANCE OF 50.33 FEET; THENCE N.34°14'53"E., A DISTANCE OF 61.74 FEET; THENCE N.42°44'11"E., A DISTANCE OF 83.05 FEET; THENCE N.61°34'40"E., A DISTANCE OF 61.30 FEET; THENCE N.62°48'42"E., A DISTANCE OF 86.02 FEET; THENCE N.45°54'32"E., A DISTANCE OF 45.76 FEET; THENCE N.29°49'43"E., A DISTANCE OF 48.51 FEET; THENCE N.25°30'04"E., A DISTANCE OF 72.06 FEET; THENCE N.19°29'13"E., A DISTANCE OF 93.40 FEET; THENCE N.20°39'16"E., A DISTANCE OF 59.71 FEET; THENCE N.15°48'00"E., A DISTANCE OF 68.61 FEET; THENCE N.07°05'40"E., A DISTANCE OF 94.79 FEET; THENCE N.14°27'48"E., A DISTANCE OF 76.73 FEET; THENCE N.41°13'24"E., A DISTANCE OF 130.21 FEET; THENCE N.45°22'02"E., A DISTANCE OF 145.44 FEET; THENCE N.45°02'07"E., A DISTANCE OF 77.05 FEET; THENCE N.52°58'16"E., A DISTANCE OF 111.78 FEET; THENCE N.58°29'42"E., A DISTANCE OF 105.05 FEET; THENCE N.48°17'04"E., A

DISTANCE OF 150.91 FEET; THENCE N.31°51'47"E., A DISTANCE OF 62.30 FEET; THENCE N.23°09'22"E., A DISTANCE OF 64.87 FEET; THENCE N.07°36'36"E., A DISTANCE OF 49.57 FEET; THENCE N.13°40'15"W., A DISTANCE OF 54.92 FEET; THENCE N.20°47'17"W., A DISTANCE OF 53.81 FEET; THENCE N.23°01'56"W., A DISTANCE OF 95.21 FEET; THENCE N.28°41'25"W., A DISTANCE OF 114.55 FEET; THENCE N.43°36'00"W., A DISTANCE OF 60.71 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 60.70 FEET; THENCE N.49°16'23"W., A DISTANCE OF 55.59 FEET; THENCE N.58°33'02"W., A DISTANCE OF 54.33 FEET; THENCE N.65°06'11"W., A DISTANCE OF 26.87 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 26.87 FEET; THENCE N.69°41'10"W., A DISTANCE OF 24.45 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 24.45 FEET; THENCE N.78°14'14"W., A DISTANCE OF 21.02 FEET; THENCE N.81°19'41"W., A DISTANCE OF 48.77 FEET; THENCE N.87°16'40"W., A DISTANCE OF 69.86 FEET; THENCE S.85°57'29"W., A DISTANCE OF 82.80 FEET; THENCE S.85°25'10"W., A DISTANCE OF 532.17 FEET; THENCE N.78°42'35"W., A DISTANCE OF 119.59 FEET; THENCE N.73°40'49"W., A DISTANCE OF 56.77 FEET; THENCE N.51°58'40"W., A DISTANCE OF 43.89 FEET; THENCE N.38°57'19"W., A DISTANCE OF 142.27 FEET; THENCE N.28°29'43"W., A DISTANCE OF 39.73 FEET; THENCE N.24°04'30"W., A DISTANCE OF 56.64 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 32.54 FEET; THENCE N.29°18'20"W., A DISTANCE OF 44.85 FEET; THENCE N.38°34'27"W., A DISTANCE OF 34.65 FEET; THENCE N.45°18'23"W., A DISTANCE OF 23.13 FEET; THENCE N.50°36'54"W., A DISTANCE OF 22.44 FEET; THENCE N.55°20'24"W., A DISTANCE OF 18.12 FEET; THENCE N.60°42'13"W., A DISTANCE OF 27.91 FEET; THENCE N.65°50'38"W., A DISTANCE OF 16.21 FEET; THENCE N.71°16'25"W., A DISTANCE OF 30.40 FEET; THENCE N.77°50'45"W., A DISTANCE OF 26.01 FEET; THENCE N.83°13'00"W., A DISTANCE OF 20.09 FEET; THENCE N.88°11'32"W., A DISTANCE OF 22.62 FEET; THENCE S.89°11'45"W., A DISTANCE OF 89.42 FEET; THENCE S.89°10'23"W., A DISTANCE OF 65.20 FEET; THENCE S.89°10'08"W., A DISTANCE OF 114.80 FEET; THENCE S.89°11'02"W., A DISTANCE OF 109.70 FEET; THENCE N.84°22'18"W., A DISTANCE OF 28.97 FEET; THENCE N.74°51'52"W., A DISTANCE OF 34.59 FEET; THENCE N.60°35'14"W., A DISTANCE OF 111.42 FEET; THENCE N.11°11'18"W., A DISTANCE OF 30.61 FEET; THENCE N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE N.18°24'14"E., A DISTANCE OF 51.19 FEET; THENCE N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE N.14°54'47"W., A DISTANCE OF 43.86 FEET; FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48"E., ALONG SAID NORTH LINE, A DISTANCE OF 2444.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S.04°58'39"E., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2688.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.04°58'06"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'43"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.40 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'39"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2664.64 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2534.64 FEET; THENCE N.01°05'11"W., A DISTANCE OF 396.54 FEET; THENCE S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE N.01°05'11"W., A DISTANCE OF 101.21 FEET; THENCE N.67°05'30"W., A DISTANCE OF 96.44 FEET TO THE POINT OF BEGINNING BEING AND LYING IN SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

PARCEL 1:

LEGAL DESCRIPTION (LOTS 30-61)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 444.97 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 334.41 FEET TO THE POINT OF BEGINNING; THENCE N.01°18'29"W., A DISTANCE OF 110.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 08°02'27", A RADIUS OF 833.22 FEET, A LONG CHORD THAT BEARS N.02°42'45"E., 116.84 FEET, AN ARC DISTANCE OF 116.93 FEET; THENCE N.06°47'12"E., A DISTANCE OF 165.81 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 14°54'05", A RADIUS OF 275.00 FEET, A LONG CHORD THAT BEARS N.00°39'50"W., 71.32 FEET, AN ARC DISTANCE OF 71.52 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°34'45", A RADIUS OF 856.00 FEET, A LONG CHORD THAT BEARS N.01°49'30"W., 187.56 FEET, AN ARC DISTANCE OF 187.93 FEET; THENCE N.04°27'52"E., A DISTANCE OF 185.70 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 11°03'13", A RADIUS OF 44.00 FEET, A LONG CHORD THAT BEARS N.01°03'45"W., 8.48 FEET, AN ARC DISTANCE OF 8.49 FEET; THENCE N.06°35'21"W., A DISTANCE OF 98.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°34'48", A RADIUS OF 90.00 FEET, A LONG CHORD THAT BEARS N.17°52'45"W., 35.24 FEET, AN ARC DISTANCE OF 35.47 FEET; THENCE N.29°10'09"W., A DISTANCE OF 78.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°42'16", A RADIUS OF 910.00 FEET, A LONG CHORD THAT BEARS N.22°19'01"W., 217.14 FEET, AN ARC DISTANCE OF 217.66 FEET; THENCE N.02°12'28"W., A DISTANCE OF 73.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 09°05'08", A RADIUS OF 896.00 FEET, A LONG CHORD THAT BEARS N.06°20'25"W., 141.93 FEET, AN ARC DISTANCE OF 142.08 FEET; THENCE N.88°12'09"E., A DISTANCE OF 176.00 FEET; THENCE N.87°27'24"E., A DISTANCE OF 50.00 FEET; THENCE N.88°13'47"E., A DISTANCE OF 192.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 03°55'08", A RADIUS OF 980.00 FEET, A LONG CHORD THAT BEARS S.07°50'07"E.,

67.02 FEET, AN ARC DISTANCE OF 67.03 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 19°22'29", A RADIUS OF 475.00 FEET, A LONG CHORD THAT BEARS S.19°28'55"E., 159.86 FEET, AN ARC DISTANCE OF 160.62 FEET; THENCE S.29°10'09"E., A DISTANCE OF 78.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 22°34'48", A RADIUS OF 525.00 FEET, A LONG CHORD THAT BEARS S.17°52'45"E., 205.56 FEET, AN ARC DISTANCE OF 206.90 FEET; THENCE S.06°35'21"E., A DISTANCE OF 98.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°03'13", A RADIUS OF 479.00 FEET, A LONG CHORD THAT BEARS S.01°03'45"E., 92.27 FEET, AN ARC DISTANCE OF 92.41 FEET; THENCE S.04°27'52"W., A DISTANCE OF 185.70 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°34'45", A RADIUS OF 421.00 FEET, A LONG CHORD THAT BEARS S.01°49'30"E., 92.24 FEET, AN ARC DISTANCE OF 92.43 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 14°54'05", A RADIUS OF 710.00 FEET, A LONG CHORD THAT BEARS S.00°39'50"E., 184.14 FEET, AN ARC DISTANCE OF 184.66 FEET; THENCE S.06°47'12"W., A DISTANCE OF 241.07 FEET; THENCE S.88°41'31"W., A DISTANCE OF 188.26 FEET; THENCE S.28°21'00"W., A DISTANCE OF 104.65 FEET; THENCE S.88°41'31"W., A DISTANCE OF 188.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL 2:

LEGAL DESCRIPTION (LOTS 75-78)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 2844.49 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88° 54' 25" E., A DISTANCE OF 711.94 FEET TO THE POINT OF BEGINNING; THENCE N.13°19'30"E., A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 57°35'26", A RADIUS OF 55.12 FEET, A LONG CHORD THAT BEARS N.74°31'47"E., 53.10 FEET, AN ARC DISTANCE OF 55.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 30°11'35", A RADIUS OF 504.97 FEET, A LONG CHORD THAT BEARS N.30°35'16"E., 263.03 FEET, AN ARC DISTANCE OF 266.10 FEET; THENCE S.74°30'28"E., A DISTANCE OF 224.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°20'47", A RADIUS OF 729.00 FEET, A LONG CHORD THAT BEARS S.30°39'56"W., 381.61 FEET, AN ARC DISTANCE OF 386.11 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°36'35", A RADIUS OF 275.00 FEET, A LONG CHORD THAT BEARS S.51°38'37"W., 55.63 FEET, AN ARC DISTANCE OF 55.72 FEET; THENCE N.45°48'56"W., A DISTANCE OF 233.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL 3:

LEGAL DESCRIPTION (LOTS 169-177)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 808.96 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 2,046.29 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 03°30'02 SECONDS, A RADIUS OF 890.00 FEET, A LONG CHORD THAT BEARS N.14°05'19"W., A DISTANCE OF 54.37 FEET, AN ARC DISTANCE OF 54.37 FEET; THENCE N.15°50'20"W., A DISTANCE OF 82.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 10°16'55 SECONDS, A RADIUS OF 1110.00 FEET, A LONG CHORD THAT BEARS N.10°41'52"W., A DISTANCE OF 198.93 FEET, AN ARC DISTANCE OF 199.19 FEET; THENCE N.05°33'25"W., A DISTANCE OF 451.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 37°31'25 SECONDS, A RADIUS OF 5.00 FEET, A LONG CHORD THAT BEARS N.24°19'07"W., A DISTANCE OF 3.22 FEET, AN ARC DISTANCE OF 3.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 103°46'23 SECONDS, A RADIUS OF 140.00 FEET, A LONG CHORD THAT BEARS N.08°48'22"EAST, 220.30 FEET, AN ARC DISTANCE OF 253.57 FEET; THENCE N.60°41'34"E., A DISTANCE OF 88.03 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 42°53'11 SECONDS, A RADIUS OF 10.00 FEET, A LONG CHORD THAT BEARS N.39°14'58"EAST, 7.31 FEET, AN ARC DISTANCE OF 7.49 FEET; THENCE N.17°48'23"E., A DISTANCE OF 82.86 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 38°23'59 SECONDS, A RADIUS OF 40.00 FEET, A LONG CHORD THAT BEARS N.37°00'22"EAST, 26.31 FEET, AN ARC DISTANCE OF 26.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 56°50'01 SECONDS, A RADIUS OF 93.62 FEET, A LONG CHORD THAT BEARS N.84°37'22"EAST, 89.10 FEET, AN ARC DISTANCE OF 92.86 FEET; THENCE S.67°15'11"E., A DISTANCE OF 100.08 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 69°23'37 SECONDS, A RADIUS OF 120.00 FEET, A LONG CHORD THAT BEARS S.32°33'22"EAST, 136.62 FEET, AN ARC DISTANCE OF 145.34 FEET; THENCE S.02°08'26"W., A DISTANCE OF 219.14 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°33'46 SECONDS, A RADIUS OF 264.00 FEET, A LONG CHORD THAT BEARS S.09°55'19"W., A DISTANCE OF 71.49 FEET, AN ARC DISTANCE OF 71.71 FEET; THENCE S.17°42'12"W., A DISTANCE OF 42.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 23°15'37 SECONDS, A RADIUS OF 136.00 FEET, A LONG CHORD THAT BEARS S.06°04'24"W., A DISTANCE OF 54.83 FEET, AN ARC DISTANCE OF 55.21 FEET; THENCE S.05°33'25"E., A DISTANCE OF 261.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 15°40'39 SECONDS, A RADIUS OF 260.00 FEET, A LONG CHORD THAT BEARS S.13°23'44"EAST, 70.92 FEET, AN ARC DISTANCE OF 71.14 FEET; THENCE S.21°14'04"E., A DISTANCE OF 250.76 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°17'58 SECONDS, A RADIUS OF 70.00 FEET, A LONG CHORD THAT BEARS S.14°35'05"EAST, 16.21 FEET, AN ARC DISTANCE OF 16.25 FEET; THENCE S.84°26'35"W., A DISTANCE OF 392.36 FEET TO THE POINT OF BEGINNING HEREIN DESCRIBED.

PARCEL 4:

LEGAL DESCRIPTION (148-157, 197-220, 267-271)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 949.68 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 2,993.92 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°16'26", A RADIUS OF 1249.00 FEET, A LONG CHORD THAT BEARS N.75°32'00"E., 288.71 FEET, AN ARC DISTANCE OF 289.36 FEET; THENCE N.82°10'13"E., A DISTANCE OF 176.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 11°20'55", A RADIUS OF 769.00 FEET, A LONG CHORD THAT BEARS N.76°29'45"E., 152.07 FEET, AN ARC DISTANCE OF 152.32 FEET; THENCE N.70°49'18"E., A DISTANCE OF 101.19 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 83°28'13", A RADIUS OF 10.00 FEET, A LONG CHORD THAT BEARS N.29°05'12"E., 13.31 FEET, AN ARC DISTANCE OF 14.57 FEET; THENCE N.12°38'55"W., A DISTANCE OF 479.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 21°06'11", A RADIUS OF 566.00 FEET, A LONG CHORD THAT BEARS N.02°05'49"W., 207.29 FEET, AN ARC DISTANCE OF 208.47 FEET; THENCE N.08°27'17"E., A DISTANCE OF 297.07 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 14°38'13", A RADIUS OF 71.00 FEET, A LONG CHORD THAT BEARS N.01°08'10"E., 18.09 FEET, AN ARC DISTANCE OF 18.14 FEET; THENCE N.06°10'56"W., A DISTANCE OF 117.83 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 27°59'39", A RADIUS OF 547.00 FEET, A LONG CHORD THAT BEARS N.07°48'53"E., 264.61 FEET, AN ARC DISTANCE OF 267.26 FEET; THENCE N.21°48'42"E., A DISTANCE OF 74.89 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°41'19", A RADIUS OF 919.00 FEET, A LONG CHORD THAT BEARS N.15°28'03"E., 203.11 FEET, AN ARC DISTANCE OF 203.52 FEET; THENCE N.09°07'23"E., A DISTANCE OF 299.42 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 31°37'42", A RADIUS OF 260.00 FEET, A LONG CHORD THAT BEARS N.06°41'28"W., 141.71 FEET, AN ARC DISTANCE OF 143.53 FEET; THENCE N.22°30'19"W., A DISTANCE OF 222.93 FEET; THENCE N.67°29'41"E., A DISTANCE OF 194.50 FEET; THENCE S.42°29'58"E., A DISTANCE OF 146.23 FEET; THENCE N.67°29'41"E., A DISTANCE OF 185.17 FEET; THENCE S.09°26'35"W., A DISTANCE OF 288.66 FEET; THENCE S.05°58'52"E., A DISTANCE OF 79.71 FEET; THENCE S.18°05'21"E., A DISTANCE OF 59.11 FEET; THENCE S.05°17'30"W., A DISTANCE OF 105.09 FEET; THENCE S.05°46'37"E., A DISTANCE OF 54.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 79°52'02", A RADIUS OF 148.38 FEET, A LONG CHORD THAT BEARS S.47°34'45"E., 190.49 FEET, AN ARC DISTANCE OF 206.83 FEET; THENCE S.18°43'05"E., A DISTANCE OF 99.04 FEET; THENCE S.44°17'18"W., A DISTANCE OF 192.05 FEET; THENCE S.30°36'14"W., A DISTANCE OF 381.86 FEET; THENCE S.22°40'45"W., A DISTANCE OF 52.42 FEET; THENCE S.12°52'47"W., A DISTANCE OF 86.71 FEET; THENCE S.08°30'16"W., A DISTANCE OF 286.73 FEET; THENCE S.01°50'26"W., A DISTANCE OF 46.18 FEET; THENCE S.14°16'00"E., A DISTANCE OF 159.26 FEET; THENCE S.30°21'27"E., A DISTANCE OF 93.30 FEET;

THENCE S.10°41'51"E., A DISTANCE OF 149.56 FEET; THENCE S.06°52'38"E., A DISTANCE OF 105.31 FEET; THENCE S.10°51'58"E., A DISTANCE OF 70.67 FEET; THENCE S.03°48'29"E., A DISTANCE OF 45.17 FEET; THENCE S.05°27'04"W., A DISTANCE OF 230.24 FEET; THENCE N.53°40'43"W., A DISTANCE OF 166.42 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 24°00'35", A RADIUS OF 175.00 FEET, A LONG CHORD THAT BEARS S.58°49'00"W., 72.80 FEET, AN ARC DISTANCE OF 73.33 FEET; THENCE S.70°49'18"W., A DISTANCE OF 136.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°20'55", A RADIUS OF 968.00 FEET, A LONG CHORD THAT BEARS S.76°29'45"W., 191.42 FEET, AN ARC DISTANCE OF 191.73 FEET; THENCE S.82°10'13"W., A DISTANCE OF 176.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 13°16'26", A RADIUS OF 1050.00 FEET, A LONG CHORD THAT BEARS S.75°32'00"W., 242.71 FEET, AN ARC DISTANCE OF 243.26 FEET; THENCE N.21°06'13"W., A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONSENT TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned, under certain conditions being met and pursuant to a separate written agreement, has authorized Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner") to perform certain actions necessary to entitle and develop the Property, all pursuant to said separate written agreement.

The undersigned understands and acknowledges that Petitioner intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any reasonable documentation necessary or convenient to evidence this consent during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the person executing this instrument.

[*signatures on following page*]

Executed this 31st day of March, 2025.

WITNESSES:

Judith M Seale
Name: Judith M Seale

Christopher L. Johnson
Name: Christopher L. Johnson

SD GRANDE SHORES, LLC
a Florida limited liability company

By: Keith Gebler
Name: Keith Gebler
Title: Vice President

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Keith Gebler, as VP of SD Grande Shores, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 31st day of March, 2025.

JUDITH M SEALE
Notary Public - State of Florida
Commission # HH 598150
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.

Judith M Seale
Notary Public

Personally known: X
Produced Identification: _____
Type of Identification: _____

Exhibit A: Property Description

Exhibit A

Property Description

PARCEL 1:

LEGAL DESCRIPTION (LOTS 30-61)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 444.97 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 334.41 FEET TO THE POINT OF BEGINNING; THENCE N.01°18'29"W., A DISTANCE OF 110.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 08°02'27", A RADIUS OF 833.22 FEET, A LONG CHORD THAT BEARS N.02°42'45"E., 116.84 FEET, AN ARC DISTANCE OF 116.93 FEET; THENCE N.06°47'12"E., A DISTANCE OF 165.81 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 14°54'05", A RADIUS OF 275.00 FEET, A LONG CHORD THAT BEARS N.00°39'50"W., 71.32 FEET, AN ARC DISTANCE OF 71.52 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°34'45", A RADIUS OF 856.00 FEET, A LONG CHORD THAT BEARS N.01°49'30"W., 187.56 FEET, AN ARC DISTANCE OF 187.93 FEET; THENCE N.04°27'52"E., A DISTANCE OF 185.70 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 11°03'13", A RADIUS OF 44.00 FEET, A LONG CHORD THAT BEARS N.01°03'45"W., 8.48 FEET, AN ARC DISTANCE OF 8.49 FEET; THENCE N.06°35'21"W., A DISTANCE OF 98.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°34'48", A RADIUS OF 90.00 FEET, A LONG CHORD THAT BEARS N.17°52'45"W., 35.24 FEET, AN ARC DISTANCE OF 35.47 FEET; THENCE N.29°10'09"W., A DISTANCE OF 78.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°42'16", A RADIUS OF 910.00 FEET, A LONG CHORD THAT BEARS N.22°19'01"W., 217.14 FEET, AN ARC DISTANCE OF 217.66 FEET; THENCE N.02°12'28"W., A DISTANCE OF 73.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 09°05'08", A RADIUS OF 896.00 FEET, A LONG CHORD THAT BEARS N.06°20'25"W., 141.93 FEET, AN ARC DISTANCE OF 142.08 FEET; THENCE N.88°12'09"E., A DISTANCE OF 176.00 FEET; THENCE N.87°27'24"E., A DISTANCE OF 50.00 FEET; THENCE N.88°13'47"E., A DISTANCE OF 192.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 03°55'08", A RADIUS OF 980.00 FEET, A LONG CHORD THAT BEARS S.07°50'07"E., 67.02 FEET, AN ARC DISTANCE OF 67.03 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 19°22'29", A RADIUS OF 475.00 FEET, A LONG CHORD THAT BEARS S.19°28'55"E., 159.86 FEET, AN ARC DISTANCE OF 160.62 FEET; THENCE S.29°10'09"E., A DISTANCE OF 78.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 22°34'48", A RADIUS OF 525.00 FEET, A LONG CHORD THAT BEARS S.17°52'45"E., 205.56 FEET, AN ARC DISTANCE OF 206.90 FEET; THENCE S.06°35'21"E., A DISTANCE OF 98.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°03'13", A RADIUS OF 479.00 FEET, A LONG CHORD THAT BEARS S.01°03'45"E., 92.27 FEET, AN ARC DISTANCE OF 92.41 FEET; THENCE S.04°27'52"W., A DISTANCE OF 185.70 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°34'45", A RADIUS OF 421.00 FEET, A LONG CHORD THAT BEARS S.01°49'30"E., 92.24 FEET, AN ARC DISTANCE OF 92.43 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 14°54'05", A RADIUS OF 710.00 FEET, A LONG CHORD THAT BEARS S.00°39'50"E., 184.14 FEET, AN ARC DISTANCE OF 184.66 FEET; THENCE S.06°47'12"W., A DISTANCE OF 241.07 FEET; THENCE S.88°41'31"W., A DISTANCE OF 188.26 FEET; THENCE S.28°21'00"W., A DISTANCE OF 104.65 FEET; THENCE S.88°41'31"W., A

DISTANCE OF 188.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL 2:

LEGAL DESCRIPTION (LOTS 75-78)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 2844.49 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88° 54' 25" E., A DISTANCE OF 711.94 FEET TO THE POINT OF BEGINNING; THENCE N.13°19'30"E., A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 57°35'26", A RADIUS OF 55.12 FEET, A LONG CHORD THAT BEARS N.74°31'47"E., 53.10 FEET, AN ARC DISTANCE OF 55.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 30°11'35", A RADIUS OF 504.97 FEET, A LONG CHORD THAT BEARS N.30°35'16"E., 263.03 FEET, AN ARC DISTANCE OF 266.10 FEET; THENCE S.74°30'28"E., A DISTANCE OF 224.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°20'47", A RADIUS OF 729.00 FEET, A LONG CHORD THAT BEARS S.30°39'56"W., 381.61 FEET, AN ARC DISTANCE OF 386.11 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°36'35", A RADIUS OF 275.00 FEET, A LONG CHORD THAT BEARS S.51°38'37"W., 55.63 FEET, AN ARC DISTANCE OF 55.72 FEET; THENCE N.45°48'56"W., A DISTANCE OF 233.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL 3:

LEGAL DESCRIPTION (LOTS 169-177)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 808.96 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 2,046.29 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 03°30'02 SECONDS, A RADIUS OF 890.00 FEET, A LONG CHORD THAT BEARS N.14°05'19"W., A DISTANCE OF 54.37 FEET, AN ARC DISTANCE OF 54.37 FEET; THENCE N.15°50'20"W., A DISTANCE OF 82.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 10°16'55 SECONDS, A RADIUS OF 1110.00 FEET, A LONG CHORD THAT BEARS N.10°41'52"W., A DISTANCE OF 198.93 FEET, AN ARC DISTANCE OF 199.19 FEET; THENCE N.05°33'25"W., A DISTANCE OF 451.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 37°31'25 SECONDS, A RADIUS OF 5.00 FEET, A LONG CHORD THAT BEARS N.24°19'07"W., A DISTANCE OF 3.22 FEET, AN ARC DISTANCE OF 3.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 103°46'23 SECONDS, A RADIUS OF 140.00 FEET, A LONG CHORD THAT BEARS N.08°48'22"EAST, 220.30 FEET, AN ARC DISTANCE OF 253.57 FEET;

THENCE N.60°41'34"E., A DISTANCE OF 88.03 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 42°53'11 SECONDS, A RADIUS OF 10.00 FEET, A LONG CHORD THAT BEARS N.39°14'58"EAST, 7.31 FEET, AN ARC DISTANCE OF 7.49 FEET; THENCE N.17°48'23"E., A DISTANCE OF 82.86 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 38°23'59 SECONDS, A RADIUS OF 40.00 FEET, A LONG CHORD THAT BEARS N.37°00'22"EAST, 26.31 FEET, AN ARC DISTANCE OF 26.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 56°50'01 SECONDS, A RADIUS OF 93.62 FEET, A LONG CHORD THAT BEARS N.84°37'22"EAST, 89.10 FEET, AN ARC DISTANCE OF 92.86 FEET; THENCE S.67°15'11"E., A DISTANCE OF 100.08 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 69°23'37 SECONDS, A RADIUS OF 120.00 FEET, A LONG CHORD THAT BEARS S.32°33'22"EAST, 136.62 FEET, AN ARC DISTANCE OF 145.34 FEET; THENCE S.02°08'26"W., A DISTANCE OF 219.14 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°33'46 SECONDS, A RADIUS OF 264.00 FEET, A LONG CHORD THAT BEARS S.09°55'19"W., A DISTANCE OF 71.49 FEET, AN ARC DISTANCE OF 71.71 FEET; THENCE S.17°42'12"W., A DISTANCE OF 42.40 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 23°15'37 SECONDS, A RADIUS OF 136.00 FEET, A LONG CHORD THAT BEARS S.06°04'24"W., A DISTANCE OF 54.83 FEET, AN ARC DISTANCE OF 55.21 FEET; THENCE S.05°33'25"E., A DISTANCE OF 261.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 15°40'39 SECONDS, A RADIUS OF 260.00 FEET, A LONG CHORD THAT BEARS S.13°23'44"EAST, 70.92 FEET, AN ARC DISTANCE OF 71.14 FEET; THENCE S.21°14'04"E., A DISTANCE OF 250.76 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°17'58 SECONDS, A RADIUS OF 70.00 FEET, A LONG CHORD THAT BEARS S.14°35'05"EAST, 16.21 FEET, AN ARC DISTANCE OF 16.25 FEET; THENCE S.84°26'35"W., A DISTANCE OF 392.36 FEET TO THE POINT OF BEGINNING HEREIN DESCRIBED.

PARCEL 4:

LEGAL DESCRIPTION (148-157, 197-220, 267-271)

A PARCEL OF LAND, LYING IN AND BEING A PORTION OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W. ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 949.68 FEET; THENCE DEPARTING SAID AGREEMENT LINE RUN N.88°54'25" E., A DISTANCE OF 2,993.92 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 13°16'26", A RADIUS OF 1249.00 FEET, A LONG CHORD THAT BEARS N.75°32'00"E., 288.71 FEET, AN ARC DISTANCE OF 289.36 FEET; THENCE N.82°10'13"E., A DISTANCE OF 176.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 11°20'55", A RADIUS OF 769.00 FEET, A LONG CHORD THAT BEARS N.76°29'45"E., 152.07 FEET, AN ARC DISTANCE OF 152.32 FEET; THENCE N.70°49'18"E., A DISTANCE OF 101.19 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 83°28'13", A RADIUS OF 10.00 FEET, A LONG CHORD THAT BEARS N.29°05'12"E., 13.31 FEET, AN ARC DISTANCE OF 14.57 FEET; THENCE N.12°38'55"W., A DISTANCE OF 479.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 21°06'11", A RADIUS OF 566.00 FEET, A LONG CHORD THAT BEARS N.02°05'49"W., 207.29 FEET, AN ARC DISTANCE OF 208.47 FEET; THENCE N.08°27'17"E., A DISTANCE OF 297.07 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 14°38'13", A RADIUS OF 71.00 FEET, A LONG CHORD THAT BEARS N.01°08'10"E., 18.09 FEET, AN ARC DISTANCE OF 18.14 FEET; THENCE N.06°10'56"W., A DISTANCE OF 117.83 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 27°59'39", A RADIUS OF 547.00 FEET, A LONG CHORD THAT BEARS N.07°48'53"E., 264.61 FEET, AN ARC DISTANCE OF 267.26 FEET; THENCE

N.21°48'42"E., A DISTANCE OF 74.89 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°41'19", A RADIUS OF 919.00 FEET, A LONG CHORD THAT BEARS N.15°28'03"E., 203.11 FEET, AN ARC DISTANCE OF 203.52 FEET; THENCE N.09°07'23"E., A DISTANCE OF 299.42 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 31°37'42", A RADIUS OF 260.00 FEET, A LONG CHORD THAT BEARS N.06°41'28"W., 141.71 FEET, AN ARC DISTANCE OF 143.53 FEET; THENCE N.22°30'19"W., A DISTANCE OF 222.93 FEET; THENCE N.67°29'41"E., A DISTANCE OF 194.50 FEET; THENCE S.42°29'58"E., A DISTANCE OF 146.23 FEET; THENCE N.67°29'41"E., A DISTANCE OF 185.17 FEET; THENCE S.09°26'35"W., A DISTANCE OF 288.66 FEET; THENCE S.05°58'52"E., A DISTANCE OF 79.71 FEET; THENCE S.18°05'21"E., A DISTANCE OF 59.11 FEET; THENCE S.05°17'30"W., A DISTANCE OF 105.09 FEET; THENCE S.05°46'37"E., A DISTANCE OF 54.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 79°52'02", A RADIUS OF 148.38 FEET, A LONG CHORD THAT BEARS S.47°34'45"E., 190.49 FEET, AN ARC DISTANCE OF 206.83 FEET; THENCE S.18°43'05"E., A DISTANCE OF 99.04 FEET; THENCE S.44°17'18"W., A DISTANCE OF 192.05 FEET; THENCE S.30°36'14"W., A DISTANCE OF 381.86 FEET; THENCE S.22°40'45"W., A DISTANCE OF 52.42 FEET; THENCE S.12°52'47"W., A DISTANCE OF 86.71 FEET; THENCE S.08°30'16"W., A DISTANCE OF 286.73 FEET; THENCE S.01°50'26"W., A DISTANCE OF 46.18 FEET; THENCE S.14°16'00"E., A DISTANCE OF 159.26 FEET; THENCE S.30°21'27"E., A DISTANCE OF 93.30 FEET; THENCE S.10°41'51"E., A DISTANCE OF 149.56 FEET; THENCE S.06°52'38"E., A DISTANCE OF 105.31 FEET; THENCE S.10°51'58"E., A DISTANCE OF 70.67 FEET; THENCE S.03°48'29"E., A DISTANCE OF 45.17 FEET; THENCE S.05°27'04"W., A DISTANCE OF 230.24 FEET; THENCE N.53°40'43"W., A DISTANCE OF 166.42 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 24°00'35", A RADIUS OF 175.00 FEET, A LONG CHORD THAT BEARS S.58°49'00"W., 72.80 FEET, AN ARC DISTANCE OF 73.33 FEET; THENCE S.70°49'18"W., A DISTANCE OF 136.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°20'55", A RADIUS OF 968.00 FEET, A LONG CHORD THAT BEARS S.76°29'45"W., 191.42 FEET, AN ARC DISTANCE OF 191.73 FEET; THENCE S.82°10'13"W., A DISTANCE OF 176.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 13°16'26", A RADIUS OF 1050.00 FEET, A LONG CHORD THAT BEARS S.75°32'00"W., 242.71 FEET, AN ARC DISTANCE OF 243.26 FEET; THENCE N.21°06'13"W., A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONSENT TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

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As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any reasonable documentation necessary or convenient to evidence this consent during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the person executing this instrument.

[*signatures on following page*]

Executed this 16 day of June, 2025.

WITNESSES:

Name: Jackelyn Lopez

Name: RICHARD BRZOZOWSKI

BG MINE, LLC
a Florida limited liability company

By: _____
Name: NED DEWHIRST
Title: SR VP OAK BROOK PROPERTIES, INC., MANAGER FOR OBP FL-BG MINE, LLC, MANAGER FOR LLC

STATE OF FLORIDA
COUNTY OF Lee

I hereby certify that on this day, before me, by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Ned Dewhirst, as Sr. Vice President OBP, Manager of BG Mine, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 16 day of June, 2025.

JACKELYN LOPEZ
MY COMMISSION # HH275120
EXPIRES: July 19, 2026

Notary Public

Personally known: ✓
Produced Identification: _____
Type of Identification: _____

Exhibit A: Property Description

Exhibit A

Property Description

BGM REMAINING PROPERTY DESCRIPTION (PHASE 2):

A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE POINT OF BEGINNING WHICH IS THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 01°08'52" WEST FOR 5285.70 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2061, PAGE 3137 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01°06'50" WEST 1339.84 FEET; THENCE SOUTH 88°58'01" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2061, PAGE 3137, AND PAGE 3139 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°41'01" WEST FOR 4013.11 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 87°28'17" EAST FOR 2575.75 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH ¼ CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 87°28'22" EAST FOR 2575.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION 17, SOUTH 05°01'45" EAST 2689.09 FEET THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG THE SAID EAST LINE SOUTH 05°01'37" EAST 2688.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17 AND THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20 SOUTH 03°50'45" EAST FOR 2684.71 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 03°50'58" EAST FOR 2684.65 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 88°34'10" WEST 2665.01 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 20 SOUTH 88°34'05" WEST FOR 2664.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (30 ACRE CITY PARK):

A PORTION OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 01°05'40" WEST FOR 5285.50 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2061, PAGE 3137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01°02'53" WEST 1339.84 FEET; THENCE SOUTH 88°55'55" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2061, PAGE 3137, AND PAGE 3139, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47, SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°37'43"

WEST FOR 2519.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 04°37'43" WEST 1493.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 17; THENCE NORTH 87°31'49" EAST 2575.70 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE NORTH 87°32'14" EAST, 130.67 FEET; THENCE SOUTH 14°54'37" EAST, 43.86 FEET; THENCE SOUTH 04°51'36" EAST, 66.75 FEET; THENCE SOUTH 03°07'08" WEST, 39.17 FEET; THENCE SOUTH 09°08'23" WEST, 45.21 FEET; THENCE SOUTH 18°24'24" WEST, 51.19 FEET; THENCE SOUTH 25°55'21" WEST, 26.12 FEET; THENCE SOUTH 28°38'47" WEST, 25.35 FEET; THENCE SOUTH 24°10'24" WEST, 22.68 FEET; THENCE SOUTH 11°36'41" WEST, 25.40 FEET; THENCE SOUTH 22°43'08" WEST, 29.56 FEET; THENCE SOUTH 20°08'36" WEST, 29.18 FEET; THENCE SOUTH 21°35'02" WEST, 27.20 FEET; THENCE SOUTH 17°25'19" EAST, 13.23 FEET; THENCE SOUTH 11°11'08" EAST, 33.40 FEET; THENCE SOUTH 28°15'17" WEST, 23.04 FEET; THENCE NORTH 60°41'26" WEST, 57.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 892.71 FEET; THENCE NORTHWESTERLY, 679.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°37'01" (CHORD BEARS NORTH 77°23'18" WEST, 663.29 FEET); THENCE SOUTH 80°48'15" WEST, 355.83 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY, 80.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°11'45" (CHORD BEARS SOUTH 85°24'07" WEST, 80.16 FEET); THENCE NORTH 90°00'00" WEST, 282.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHWESTERLY, 692.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°40'36" (CHORD BEARS SOUTH 70°09'42" WEST, 678.73 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY, 422.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'56" (CHORD BEARS SOUTH 26°06'56" WEST, 410.05 FEET); THENCE SOUTH 01°54'26" WEST, 434.19 FEET; THENCE SOUTH 06°12'24" WEST, 74.97 FEET; THENCE SOUTH 10°30'20" WEST, 122.05 FEET; THENCE SOUTH 87°40'12" WEST, 230.92 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT (BONITA GRANDE DRIVE PARCEL 211):

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 01°05'33" WEST FOR A DISTANCE OF 3481.93 FEET; THENCE RUN NORTH 88°54'54" EAST FOR A DISTANCE OF 117.31 FEET; THENCE RUN SOUTH 67°05'27" EAST FOR A DISTANCE OF 99.91 FEET; THENCE RUN SOUTH 01°05'08" EAST FOR A DISTANCE OF 101.21 FEET; THENCE RUN SOUTH 60°09'58" WEST FOR A DISTANCE OF 87.92 FEET; THENCE RUN SOUTH 08°27'04" WEST FOR A DISTANCE OF 187.67 FEET; THENCE RUN SOUTH 01°05'08" EAST FOR A DISTANCE OF 2715.54 FEET; THENCE RUN NORTH 88°54'52" EAST FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 01°05'08" EAST FOR A DISTANCE OF 396.58 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE RUN ALONG THE SAID SOUTH LINE SOUTH 88°38'33" WEST FOR A DISTANCE OF 130.00 FEET, TO THE POINT OF BEGINNING.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING SOUTH 88°38'33" WEST.

AND LESS AND EXCEPT (BONITA GRANDE DRIVE PARCEL 211B):

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 01°05'33" WEST FOR A DISTANCE OF 4466.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH 01°05'33" WEST FOR A DISTANCE OF 819.30 FEET; THENCE RUN NORTH 88°03'52" EAST FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 01°03'33" EAST FOR A DISTANCE OF 641.51 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°38'06" AND BEING SUBTENDED BY A CHORD OF 180.74 FEET AT A BEARING OF SOUTH 08°27'43" WEST, FOR AN ARC LENGTH OF 181.63 FEET, TO THE POINT OF BEGINNING.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING SOUTH 88°37'24" WEST.

AND LESS AND EXCEPT (BONITA GRANDE DRIVE PARCEL 212):

A PARCEL OF LAND LOCATED IN SECTION 17 AND SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 01°05'33" WEST FOR A DISTANCE OF 5285.70 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN NORTH 01°03'31" WEST FOR A DISTANCE OF 1339.84 FEET; THENCE RUN SOUTH 89°01'20" WEST FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 01°03'31" WEST FOR A DISTANCE OF 2.91 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 469.99 FEET, THROUGH A CENTRAL ANGLE OF 18°28'37" AND BEING SUBTENDED BY A CHORD OF 150.91 FEET AT A BEARING OF NORTH 10°17'48" WEST, FOR AN ARC LENGTH OF 151.56 FEET; THENCE RUN NORTH 19°32'06" WEST FOR A DISTANCE OF 74.64 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°39'20" AND BEING SUBTENDED BY A CHORD OF 271.27 FEET AT A BEARING OF NORTH 04°42'27" WEST, FOR AN ARC LENGTH OF 274.32 FEET; THENCE RUN NORTH 10°07'13" EAST FOR A DISTANCE OF 57.33 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 12°29'25" AND BEING SUBTENDED BY A CHORD OF 102.26 FEET AT A BEARING OF NORTH 03°52'31" EAST, FOR AN ARC LENGTH OF 102.46 FEET; THENCE RUN NORTH 02°22'12" WEST FOR A DISTANCE OF 444.34 FEET, TO

THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 32°52'40" AND BEING SUBTENDED BY A CHORD OF 152.82 FEET AT A BEARING OF NORTH 18°48'32" WEST, FOR AN ARC LENGTH OF 154.93 FEET; THENCE RUN NORTH 35°14'52" WEST FOR A DISTANCE OF 122.79 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 529.84 FEET, THROUGH A CENTRAL ANGLE OF 30°34'51" AND BEING SUBTENDED BY A CHORD OF 279.45 FEET AT A BEARING OF NORTH 19°56'26" WEST, FOR AN ARC LENGTH OF 282.79 FEET; THENCE RUN NORTH 04°37'42" WEST FOR A DISTANCE OF 918.08 FEET; THENCE RUN NORTH 87°40'12" EAST FOR A DISTANCE OF 60.05 FEET; THENCE RUN SOUTH 04°37'42" EAST FOR A DISTANCE OF 915.67 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 469.80 FEET, THROUGH A CENTRAL ANGLE OF 30°34'51" AND BEING SUBTENDED BY A CHORD OF 247.79 FEET AT A BEARING OF SOUTH 19°56'31" EAST, FOR AN ARC LENGTH OF 250.75 FEET; THENCE RUN SOUTH 35°14'52" EAST FOR A DISTANCE OF 122.77 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 32°52'40" AND BEING SUBTENDED BY A CHORD OF 186.77 FEET AT A BEARING OF SOUTH 18°48'32" EAST, FOR AN ARC LENGTH OF 189.36 FEET; THENCE RUN SOUTH 02°22'12" EAST FOR A DISTANCE OF 444.34 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 12°29'25" AND BEING SUBTENDED BY A CHORD OF 115.31 FEET AT A BEARING OF SOUTH 03°52'31" WEST, FOR AN ARC LENGTH OF 115.54 FEET; THENCE RUN SOUTH 10°07'13" WEST FOR A DISTANCE OF 57.33 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 29°39'20" AND BEING SUBTENDED BY A CHORD OF 240.56 FEET AT A BEARING OF SOUTH 04°42'27" EAST, FOR AN ARC LENGTH OF 243.27 FEET; THENCE RUN SOUTH 19°32'06" EAST FOR A DISTANCE OF 74.64 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 18°28'36" AND BEING SUBTENDED BY A CHORD OF 170.17 FEET AT A BEARING OF SOUTH 10°17'49" EAST, FOR AN ARC LENGTH OF 170.91 FEET; THENCE RUN SOUTH 01°03'31" EAST FOR A DISTANCE OF 1342.33 FEET; THENCE RUN SOUTH 88°03'52" WEST FOR A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING SOUTH 88°37'24" WEST.

AND LESS AND EXCEPT (PHASE ONE):

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W., ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 3481.93 FEET THENCE N.88°54'51"E., A DISTANCE OF 117.31 FEET; THENCE S.67°05'30"E., A DISTANCE OF 3.47 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.74 FEET AND A CHORD WHICH BEARS N.36°16'09"E. 177.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°02'44", A DISTANCE OF 184.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 354.90 FEET, A CHORD WHICH BEARS N.36°08'05"E. 272.27 FEET, AND A CENTRAL ANGLE OF 45°06'44"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 279.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 53.39 FEET, A CHORD WHICH BEARS N.36°46'47"E. 66.45 FEET, AND A CENTRAL ANGLE OF 76°57'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 91.67 FEET, A CHORD WHICH BEARS S.75°39'40"E. 87.85 FEET, AND A CENTRAL ANGLE OF 57°15'38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 91.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 295.10 FEET, A CHORD WHICH BEARS S.36°01'45"E. 53.96 FEET, AND A CENTRAL ANGLE OF 10°29'30"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 87.24 FEET, A CHORD WHICH BEARS S.63°20'22"E. 58.66 FEET, AND A CENTRAL ANGLE OF 39°17'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 128.93 FEET, A CHORD WHICH BEARS S.47°43'13"E. 103.18 FEET, AND A CENTRAL ANGLE OF 47°10'24"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CHORD WHICH BEARS S.07°48'06"W. 68.76 FEET, AND A CENTRAL ANGLE OF 63°52'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.46 FEET; THENCE N.86°37'05"E., A DISTANCE OF 67.35 FEET; THENCE N.51°06'02"E., A DISTANCE OF 71.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1011.21 FEET, A CHORD WHICH BEARS N.40°34'29"W. 59.12 FEET, AND A CENTRAL ANGLE OF 03°21'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.21°01'12"E. 89.31 FEET, AND A CENTRAL ANGLE OF 126°32'24"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET, A CHORD WHICH BEARS N.24°37'34"E. 353.86 FEET, AND A CENTRAL ANGLE OF 119°19'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 426.95 FEET; THENCE N.35°02'16"W., A DISTANCE OF 56.71 FEET; THENCE N.53°00'49"W., A DISTANCE OF 82.95 FEET; THENCE N.23°47'24"E., A DISTANCE OF 111.94 FEET; THENCE N.63°36'46"W., A DISTANCE OF 34.59 FEET; THENCE N.68°08'59"W., A DISTANCE OF 50.77 FEET; THENCE N.51°21'27"W., A DISTANCE OF 42.38 FEET; THENCE N.55°09'39"W., A DISTANCE OF 28.55 FEET; THENCE N.39°16'51"W., A DISTANCE OF 19.17 FEET; THENCE N.18°11'00"W., A DISTANCE OF 235.59 FEET; THENCE N.31°59'17"W., A DISTANCE OF 41.38 FEET; THENCE N.45°08'35"W., A DISTANCE OF 80.13 FEET; THENCE N.51°52'41"W., A DISTANCE OF 244.65 FEET; THENCE N.62°47'08"W., A DISTANCE OF 32.93 FEET; THENCE N.54°54'21"W., A DISTANCE OF 39.01 FEET; THENCE N.55°04'20"W., A DISTANCE OF 71.87 FEET; THENCE N.57°57'04"W., A DISTANCE OF 31.70 FEET; THENCE N.44°02'11"W., A DISTANCE OF 36.73 FEET; THENCE N.14°03'07"W., A DISTANCE OF 54.60 FEET; THENCE N.00°35'56"E., A DISTANCE OF 139.24 FEET; THENCE N.04°38'16"E., A DISTANCE OF 82.92 FEET; THENCE N.88°03'57"E., A DISTANCE OF 87.67 FEET; THENCE N.03°15'43"E., A DISTANCE OF 772.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 132.00 FEET, A CHORD WHICH BEARS N.07°37'09"E. 20.06 FEET, AND A CENTRAL ANGLE OF 08°42'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.08 FEET; THENCE N.11°58'58"E., A DISTANCE OF 587.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 747.00 FEET, A CHORD WHICH BEARS N.02°22'46"E. 249.24 FEET, AND A CENTRAL ANGLE OF 19°12'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.41 FEET; THENCE N.07°13'27"W., A DISTANCE OF 71.29 FEET TO THE POINT OF CURVATURE OF A

CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.43°57'59"E. 77.92 FEET, AND A CENTRAL ANGLE OF 102°22'52"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.34 FEET; THENCE N.38°37'27"W., A DISTANCE OF 60.72 FEET; THENCE N.06°25'15"W., A DISTANCE OF 81.20 FEET; THENCE N.20°29'27"E., A DISTANCE OF 69.87 FEET; THENCE N.41°23'56"E., A DISTANCE OF 66.92 FEET; THENCE N.50°43'14"E., A DISTANCE OF 76.86 FEET; THENCE N.54°15'05"E., A DISTANCE OF 67.66 FEET; THENCE N.76°53'55"E., A DISTANCE OF 60.07 FEET; THENCE S.80°13'08"E., A DISTANCE OF 64.11 FEET; THENCE S.73°38'18"E., A DISTANCE OF 77.12 FEET; THENCE S.71°01'47"E., A DISTANCE OF 66.80 FEET; THENCE S.82°59'27"E., A DISTANCE OF 74.57 FEET; THENCE S.87°23'42"E., A DISTANCE OF 81.33 FEET; THENCE N.84°21'28"E., A DISTANCE OF 145.16 FEET; THENCE N.81°13'46"E., A DISTANCE OF 82.22 FEET; THENCE S.89°56'14"E., A DISTANCE OF 81.25 FEET; THENCE S.87°08'50"E., A DISTANCE OF 74.11 FEET; THENCE S.85°02'34"E., A DISTANCE OF 126.84 FEET; THENCE S.70°34'12"E., A DISTANCE OF 103.34 FEET; THENCE S.31°58'03"E., A DISTANCE OF 52.40 FEET; THENCE N.59°20'36"E., A DISTANCE OF 175.01 FEET; THENCE N.89°23'21"E., A DISTANCE OF 743.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD WHICH BEARS S.51°33'26"E. 378.03 FEET, AND A CENTRAL ANGLE OF 78°06'25"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 408.97 FEET; THENCE S.12°30'14"E., A DISTANCE OF 155.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1780.00 FEET, A CHORD WHICH BEARS S.18°16'26"E. 357.91 FEET, AND A CENTRAL ANGLE OF 11°32'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 358.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.20°13'17"W. 69.80 FEET, AND A CENTRAL ANGLE OF 88°31'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.26 FEET; THENCE S.64°29'12"W., A DISTANCE OF 86.85 FEET; THENCE S.44°17'49"E., A DISTANCE OF 3.36 FEET; THENCE S.20°13'08"E., A DISTANCE OF 17.33 FEET; THENCE S.11°24'12"E., A DISTANCE OF 16.18 FEET; THENCE S.05°32'45"E., A DISTANCE OF 21.68 FEET; THENCE S.08°50'36"W., A DISTANCE OF 14.74 FEET; THENCE S.22°08'57"W., A DISTANCE OF 14.88 FEET; THENCE S.14°07'27"W., A DISTANCE OF 18.95 FEET; THENCE S.17°55'03"W., A DISTANCE OF 17.11 FEET; THENCE S.16°32'57"W., A DISTANCE OF 15.97 FEET; THENCE S.06°09'39"W., A DISTANCE OF 14.90 FEET; THENCE S.15°10'09"W., A DISTANCE OF 25.41 FEET; THENCE S.28°02'03"W., A DISTANCE OF 30.15 FEET; THENCE S.33°42'53"W., A DISTANCE OF 17.39 FEET; THENCE S.36°49'25"W., A DISTANCE OF 12.65 FEET; THENCE S.39°41'32"W., A DISTANCE OF 10.87 FEET; THENCE S.47°36'28"W., A DISTANCE OF 8.10 FEET; THENCE S.53°28'35"W., A DISTANCE OF 9.54 FEET; THENCE S.55°33'39"W., A DISTANCE OF 12.38 FEET; THENCE S.54°18'37"W., A DISTANCE OF 18.20 FEET; THENCE S.56°23'55"W., A DISTANCE OF 11.07 FEET; THENCE S.63°29'55"W., A DISTANCE OF 12.98 FEET; THENCE S.73°33'46"W., A DISTANCE OF 6.83 FEET; THENCE S.87°27'10"W., A DISTANCE OF 11.31 FEET; THENCE N.81°17'17"W., A DISTANCE OF 12.12 FEET; THENCE N.77°13'46"W., A DISTANCE OF 12.35 FEET; THENCE N.74°31'40"W., A DISTANCE OF 14.35 FEET; THENCE N.72°49'30"W., A DISTANCE OF 11.50 FEET; THENCE N.76°56'05"W., A DISTANCE OF 14.52 FEET; THENCE N.87°12'21"W., A DISTANCE OF 16.18 FEET; THENCE S.70°32'51"W., A DISTANCE OF 81.75 FEET; THENCE S.62°24'17"W., A DISTANCE OF 61.07 FEET; THENCE S.44°43'33"W., A DISTANCE OF 71.91 FEET; THENCE S.44°53'41"W., A DISTANCE OF 8.58 FEET; THENCE S.51°19'38"W., A DISTANCE OF 10.32 FEET; THENCE S.52°06'53"W., A DISTANCE OF 5.93 FEET; THENCE S.13°56'59"E., A DISTANCE OF 25.08 FEET; THENCE S.49°28'04"E., A DISTANCE OF 70.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.67°33'11"E. 34.77 FEET, AND A CENTRAL ANGLE OF 36°10'13"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.35 FEET; THENCE S.85°38'18"E., A DISTANCE OF 166.50 FEET; THENCE S.78°00'59"E., A DISTANCE OF 118.44 FEET; THENCE S.60°42'47"E., A DISTANCE OF 23.02 FEET; THENCE S.45°21'29"E., A DISTANCE OF

15.64 FEET; THENCE S.34°43'30"E., A DISTANCE OF 31.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.49°26'56"E. 57.45 FEET, AND A CENTRAL ANGLE OF 61°43'11"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.32 FEET; THENCE S.80°18'31"E., A DISTANCE OF 18.69 FEET; THENCE S.81°28'30"E., A DISTANCE OF 25.59 FEET; THENCE S.79°21'40"E., A DISTANCE OF 6.70 FEET; THENCE N.36°23'57"E., A DISTANCE OF 17.08 FEET; THENCE N.06°47'29"W., A DISTANCE OF 33.00 FEET; THENCE N.62°35'52"E., A DISTANCE OF 23.79 FEET; THENCE N.20°17'55"E., A DISTANCE OF 13.95 FEET; THENCE N.26°49'20"E., A DISTANCE OF 37.93 FEET; THENCE N.50°39'16"E., A DISTANCE OF 35.17 FEET; THENCE N.53°14'39"E., A DISTANCE OF 13.24 FEET; THENCE S.78°23'35"E., A DISTANCE OF 15.89 FEET; THENCE N.78°15'18"E., A DISTANCE OF 21.37 FEET; THENCE N.51°25'11"E., A DISTANCE OF 7.00 FEET; THENCE N.22°11'17"E., A DISTANCE OF 25.51 FEET; THENCE N.57°28'44"W., A DISTANCE OF 30.70 FEET; THENCE N.18°25'12"E., A DISTANCE OF 15.89 FEET; THENCE N.33°59'59"E., A DISTANCE OF 21.08 FEET; THENCE S.87°49'13"E., A DISTANCE OF 28.30 FEET; THENCE S.74°03'58"E., A DISTANCE OF 33.30 FEET; THENCE S.53°04'33"E., A DISTANCE OF 116.76 FEET; THENCE S.77°34'30"E., A DISTANCE OF 45.16 FEET; THENCE S.00°39'11"W., A DISTANCE OF 103.97 FEET; THENCE S.03°41'07"E., A DISTANCE OF 76.45 FEET; THENCE S.33°41'30"W., A DISTANCE OF 29.85 FEET; THENCE S.18°25'27"W., A DISTANCE OF 32.68 FEET; THENCE S.30°43'29"W., A DISTANCE OF 13.31 FEET; THENCE S.47°11'30"E., A DISTANCE OF 2.52 FEET; THENCE S.44°44'38"E., A DISTANCE OF 21.73 FEET; THENCE S.70°15'30"E., A DISTANCE OF 59.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.38°56'19"E. 51.98 FEET, AND A CENTRAL ANGLE OF 62°38'21"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.66 FEET; THENCE S.07°37'09"E., A DISTANCE OF 350.03 FEET; THENCE S.00°02'49"E., A DISTANCE OF 97.01 FEET; THENCE S.85°02'25"E., A DISTANCE OF 156.67 FEET; THENCE S.01°44'12"W., A DISTANCE OF 28.80 FEET; THENCE S.32°45'57"E., A DISTANCE OF 95.55 FEET; THENCE N.89°16'24"E., A DISTANCE OF 143.19 FEET; THENCE N.00°02'49"W., A DISTANCE OF 225.24 FEET; THENCE N.11°17'22"W., A DISTANCE OF 51.51 FEET; THENCE S.89°57'29"E., A DISTANCE OF 126.73 FEET; THENCE N.59°01'51"W., A DISTANCE OF 28.48 FEET; THENCE N.59°56'54"W., A DISTANCE OF 39.60 FEET; THENCE N.57°37'07"W., A DISTANCE OF 40.42 FEET; THENCE N.08°01'39"W., A DISTANCE OF 39.39 FEET; THENCE N.09°11'02"W., A DISTANCE OF 64.39 FEET; THENCE N.07°07'29"W., A DISTANCE OF 65.87 FEET; THENCE N.08°47'20"W., A DISTANCE OF 37.39 FEET; THENCE N.02°49'10"W., A DISTANCE OF 69.55 FEET; THENCE N.08°08'23"W., A DISTANCE OF 326.65 FEET; THENCE N.07°20'51"E., A DISTANCE OF 24.54 FEET; THENCE N.15°43'57"E., A DISTANCE OF 31.58 FEET; THENCE N.29°31'03"E., A DISTANCE OF 155.37 FEET; THENCE N.31°00'38"W., A DISTANCE OF 84.41 FEET; THENCE N.06°34'28"W., A DISTANCE OF 28.13 FEET; THENCE N.00°06'28"E., A DISTANCE OF 39.22 FEET; THENCE N.16°10'37"W., A DISTANCE OF 42.90 FEET; THENCE N.30°06'55"W., A DISTANCE OF 32.87 FEET; THENCE N.33°04'26"W., A DISTANCE OF 22.15 FEET; THENCE N.27°04'06"W., A DISTANCE OF 16.43 FEET; THENCE N.23°05'49"W., A DISTANCE OF 21.67 FEET; THENCE N.24°55'42"W., A DISTANCE OF 41.80 FEET; THENCE N.21°50'19"W., A DISTANCE OF 28.65 FEET; THENCE N.17°51'19"W., A DISTANCE OF 33.13 FEET; THENCE N.14°16'31"W., A DISTANCE OF 22.95 FEET; THENCE N.13°13'26"W., A DISTANCE OF 65.06 FEET; THENCE N.04°08'29"E., A DISTANCE OF 12.01 FEET; THENCE N.15°04'43"E., A DISTANCE OF 49.35 FEET; THENCE N.02°05'42"E., A DISTANCE OF 43.88 FEET; THENCE N.07°59'38"W., A DISTANCE OF 44.05 FEET; THENCE N.14°26'05"W., A DISTANCE OF 42.83 FEET; THENCE N.16°43'10"W., A DISTANCE OF 75.79 FEET; THENCE N.21°59'28"W., A DISTANCE OF 228.97 FEET; THENCE N.16°17'19"W., A DISTANCE OF 51.30 FEET; THENCE N.21°42'19"W., A DISTANCE OF 45.09 FEET; THENCE N.20°20'57"W., A DISTANCE OF 22.39 FEET; THENCE N.15°08'55"W., A DISTANCE OF 17.84 FEET; THENCE N.20°57'05"W., A DISTANCE OF 27.42 FEET; THENCE N.26°36'49"W., A DISTANCE OF 20.65 FEET; THENCE N.27°22'24"W., A DISTANCE OF 24.38 FEET; THENCE N.20°58'03"W., A DISTANCE OF 19.07 FEET;

THENCE N.12°25'00"W., A DISTANCE OF 52.63 FEET; THENCE N.18°37'33"W., A DISTANCE OF 51.06 FEET; THENCE N.18°04'04"W., A DISTANCE OF 38.53 FEET; THENCE N.06°52'08"W., A DISTANCE OF 27.52 FEET; THENCE N.04°33'16"W., A DISTANCE OF 46.16 FEET; THENCE N.16°11'08"W., A DISTANCE OF 44.26 FEET; THENCE N.34°24'27"W., A DISTANCE OF 42.67 FEET; THENCE N.40°09'45"W., A DISTANCE OF 35.22 FEET; THENCE N.40°01'42"W., A DISTANCE OF 31.79 FEET; THENCE N.39°47'31"W., A DISTANCE OF 23.05 FEET; THENCE N.40°58'10"W., A DISTANCE OF 136.66 FEET; THENCE N.07°11'03"W., A DISTANCE OF 31.42 FEET; THENCE N.04°54'54"E., A DISTANCE OF 31.26 FEET; THENCE N.31°11'45"E., A DISTANCE OF 50.33 FEET; THENCE N.34°14'53"E., A DISTANCE OF 61.74 FEET; THENCE N.42°44'11"E., A DISTANCE OF 83.05 FEET; THENCE N.61°34'40"E., A DISTANCE OF 61.30 FEET; THENCE N.62°48'42"E., A DISTANCE OF 86.02 FEET; THENCE N.45°54'32"E., A DISTANCE OF 45.76 FEET; THENCE N.29°49'43"E., A DISTANCE OF 48.51 FEET; THENCE N.25°30'04"E., A DISTANCE OF 72.06 FEET; THENCE N.19°29'13"E., A DISTANCE OF 93.40 FEET; THENCE N.20°39'16"E., A DISTANCE OF 59.71 FEET; THENCE N.15°48'00"E., A DISTANCE OF 68.61 FEET; THENCE N.07°05'40"E., A DISTANCE OF 94.79 FEET; THENCE N.14°27'48"E., A DISTANCE OF 76.73 FEET; THENCE N.41°13'24"E., A DISTANCE OF 130.21 FEET; THENCE N.45°22'02"E., A DISTANCE OF 145.44 FEET; THENCE N.45°02'07"E., A DISTANCE OF 77.05 FEET; THENCE N.52°58'16"E., A DISTANCE OF 111.78 FEET; THENCE N.58°29'42"E., A DISTANCE OF 105.05 FEET; THENCE N.48°17'04"E., A DISTANCE OF 150.91 FEET; THENCE N.31°51'47"E., A DISTANCE OF 62.30 FEET; THENCE N.23°09'22"E., A DISTANCE OF 64.87 FEET; THENCE N.07°36'36"E., A DISTANCE OF 49.57 FEET; THENCE N.13°40'15"W., A DISTANCE OF 54.92 FEET; THENCE N.20°47'17"W., A DISTANCE OF 53.81 FEET; THENCE N.23°01'56"W., A DISTANCE OF 95.21 FEET; THENCE N.28°41'25"W., A DISTANCE OF 114.55 FEET; THENCE N.43°36'00"W., A DISTANCE OF 60.71 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 60.70 FEET; THENCE N.49°16'23"W., A DISTANCE OF 55.59 FEET; THENCE N.58°33'02"W., A DISTANCE OF 54.33 FEET; THENCE N.65°06'11"W., A DISTANCE OF 26.87 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 26.87 FEET; THENCE N.69°41'10"W., A DISTANCE OF 24.45 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 24.45 FEET; THENCE N.78°14'14"W., A DISTANCE OF 21.02 FEET; THENCE N.81°19'41"W., A DISTANCE OF 48.77 FEET; THENCE N.87°16'40"W., A DISTANCE OF 69.86 FEET; THENCE S.85°57'29"W., A DISTANCE OF 82.80 FEET; THENCE S.85°25'10"W., A DISTANCE OF 532.17 FEET; THENCE N.78°42'35"W., A DISTANCE OF 119.59 FEET; THENCE N.73°40'49"W., A DISTANCE OF 56.77 FEET; THENCE N.51°58'40"W., A DISTANCE OF 43.89 FEET; THENCE N.38°57'19"W., A DISTANCE OF 142.27 FEET; THENCE N.28°29'43"W., A DISTANCE OF 39.73 FEET; THENCE N.24°04'30"W., A DISTANCE OF 56.64 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 32.54 FEET; THENCE N.29°18'20"W., A DISTANCE OF 44.85 FEET; THENCE N.38°34'27"W., A DISTANCE OF 34.65 FEET; THENCE N.45°18'23"W., A DISTANCE OF 23.13 FEET; THENCE N.50°36'54"W., A DISTANCE OF 22.44 FEET; THENCE N.55°20'24"W., A DISTANCE OF 18.12 FEET; THENCE N.60°42'13"W., A DISTANCE OF 27.91 FEET; THENCE N.65°50'38"W., A DISTANCE OF 16.21 FEET; THENCE N.71°16'25"W., A DISTANCE OF 30.40 FEET; THENCE N.77°50'45"W., A DISTANCE OF 26.01 FEET; THENCE N.83°13'00"W., A DISTANCE OF 20.09 FEET; THENCE N.88°11'32"W., A DISTANCE OF 22.62 FEET; THENCE S.89°11'45"W., A DISTANCE OF 89.42 FEET; THENCE S.89°10'23"W., A DISTANCE OF 65.20 FEET; THENCE S.89°10'08"W., A DISTANCE OF 114.80 FEET; THENCE S.89°11'02"W., A DISTANCE OF 109.70 FEET; THENCE N.84°22'18"W., A DISTANCE OF 28.97 FEET; THENCE N.74°51'52"W., A DISTANCE OF 34.59 FEET; THENCE N.60°35'14"W., A DISTANCE OF 111.42 FEET; THENCE N.11°11'18"W., A DISTANCE OF 30.61 FEET; THENCE N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE N.18°24'14"E., A

DISTANCE OF 51.19 FEET; THENCE N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE N.14°54'47"W., A DISTANCE OF 43.86 FEET; FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48"E., ALONG SAID NORTH LINE, A DISTANCE OF 2444.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S.04°58'39"E., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2688.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.04°58'06"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'43"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.40 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'39"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2664.64 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2534.64 FEET; THENCE N.01°05'11"W., A DISTANCE OF 396.54 FEET; THENCE S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE N.01°05'11"W., A DISTANCE OF 101.21 FEET; THENCE N.67°05'30"W., A DISTANCE OF 96.44 FEET TO THE POINT OF BEGINNING BEING AND LYING IN SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

CONSENT TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned, under certain conditions being met and pursuant to a separate written agreement, has authorized Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner") to perform certain actions necessary to entitle and develop the Property, all pursuant to said separate written agreement.

The undersigned understands and acknowledges that Petitioner intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any reasonable documentation necessary or convenient to evidence this consent during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the person executing this instrument.

[*signatures on following page*]

Executed this 16 day of June, 2025.

WITNESSES:

Name: Jackelyn Lopez

Name: RICHARD BRANKET

BONITA GRANDE 80, LLC
a Florida limited liability company

By: _____
Name: NED DEWHIRST
Title: SR VP OAKBROOK PROPERTIES, INC., MANAGER FOR OBPFL-BGMINE, LLC, MANAGER FOR LLC

STATE OF FLORIDA
COUNTY OF Lee

I hereby certify that on this day, before me, by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Ned Dewhirst, as Sr. Vice President, OBP, manager of Bonita Grande 80, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 16 day of June, 2025.

JACKELYN LOPEZ
MY COMMISSION # HH275120
EXPIRES: July 19, 2026

Notary Public

Personally known: ✓
Produced Identification: _____
Type of Identification: _____

Exhibit A: Property Description

Exhibit A

Property Description

BONITA GRANDE 80 PROPERTY (SOUTH PARCEL):

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, EXCEPTING THE NORTH 25 FEET AND THE EAST 25 FEET THEREOF RESERVED FOR A COUNTY ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 5 THROUGH 8, SUN COAST ACRES), SAID LANDS LYING AND BEING IN LEE COUNTY, FLORIDA.

AND

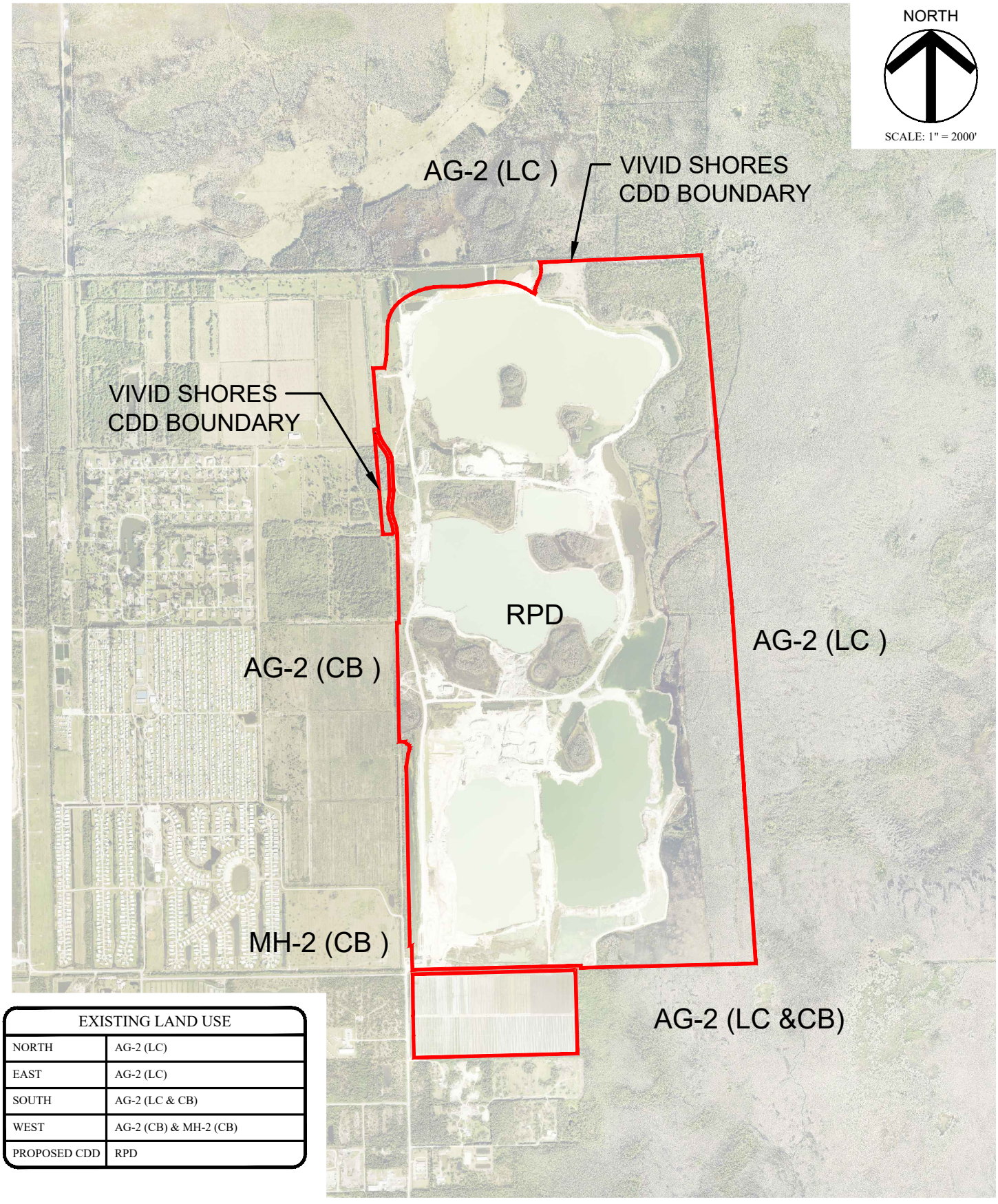
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, EXCEPTING THE EAST 25 FEET AND THE SOUTH 25 FEET THEREOF RESERVED FOR COUNTY ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 9 THROUGH 12, SUN COAST ACRES), SAID LANDS LYING AND BEING IN LEE COUNTY, FLORIDA.

AND

THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, EXCEPT THE NORTH 25 FEET AND THE WEST 25 FEET THEREOF RESERVED FOR COUNTY ROADWAY.

AND

THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, EXCEPTING THE WEST 60 FEET THEREOF AND THE SOUTH 25 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 13 THROUGH 16, SUN COAST ACRES, AN UNRECORDED SUBDIVISION, A REFERENCE MAP BEING RECORDED IN O.R. BOOK 23, AT PAGE 113, LEE COUNTY RECORDS).



EXISTING LAND USE	
NORTH	AG-2 (LC)
EAST	AG-2 (LC)
SOUTH	AG-2 (LC & CB)
WEST	AG-2 (CB) & MH-2 (CB)
PROPOSED CDD	RPD

EXISTING LAND USE MAP

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

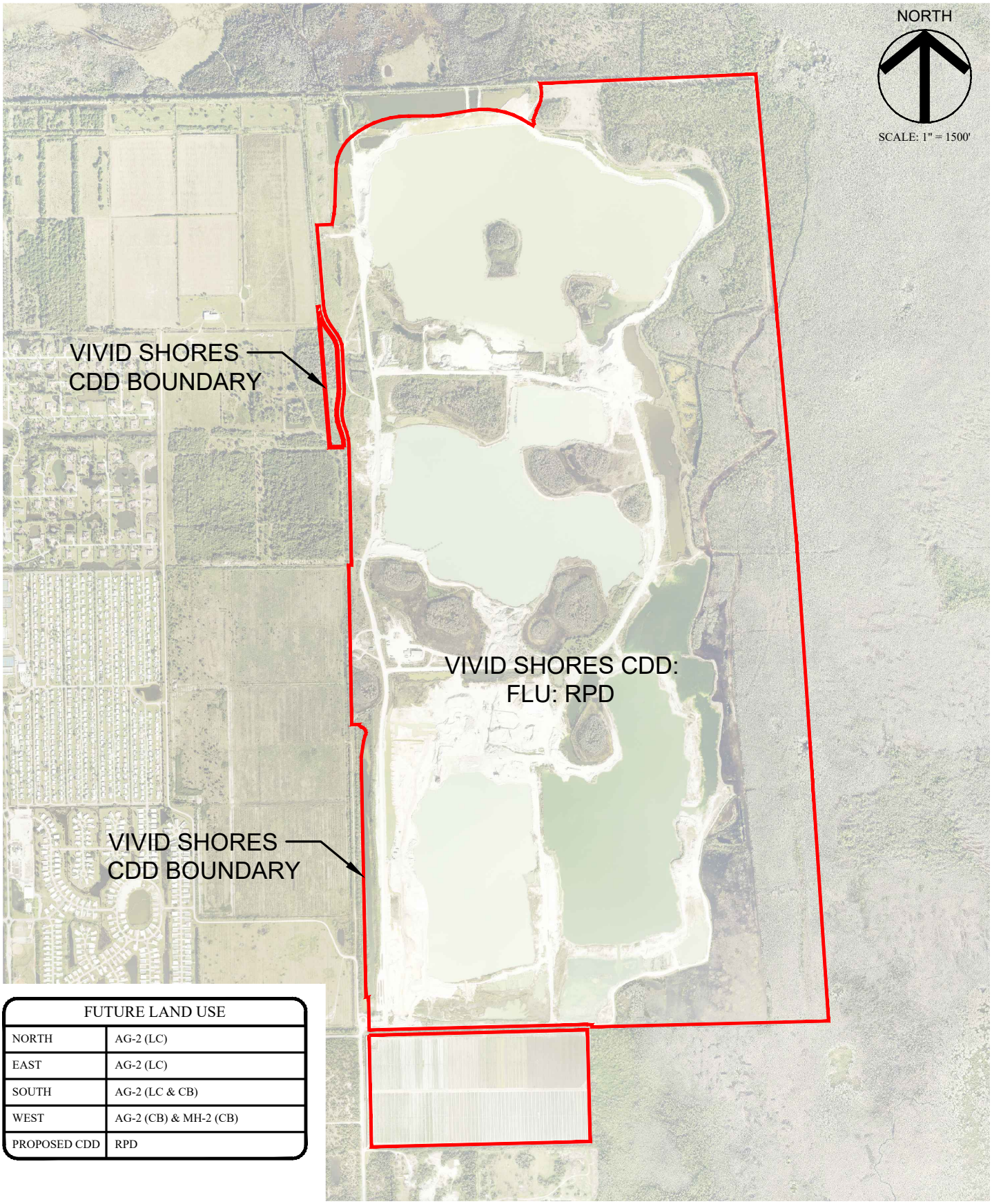
FILE NAME: 12025000105.dwg
SHEET: 6 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

ATWELL
866.850.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

B:\Projects\1202-500 (Bonita Grande Mine) RPD CDD Establishment\Drawings-Exhibits\1202-500-01 CDD Exhibits\Current Plans\12025000105.dwg



FUTURE LAND USE	
NORTH	AG-2 (LC)
EAST	AG-2 (LC)
SOUTH	AG-2 (LC & CB)
WEST	AG-2 (CB) & MH-2 (CB)
PROPOSED CDD	RPD

FUTURE LAND USE MAP

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000110.dwg
SHEET: 11 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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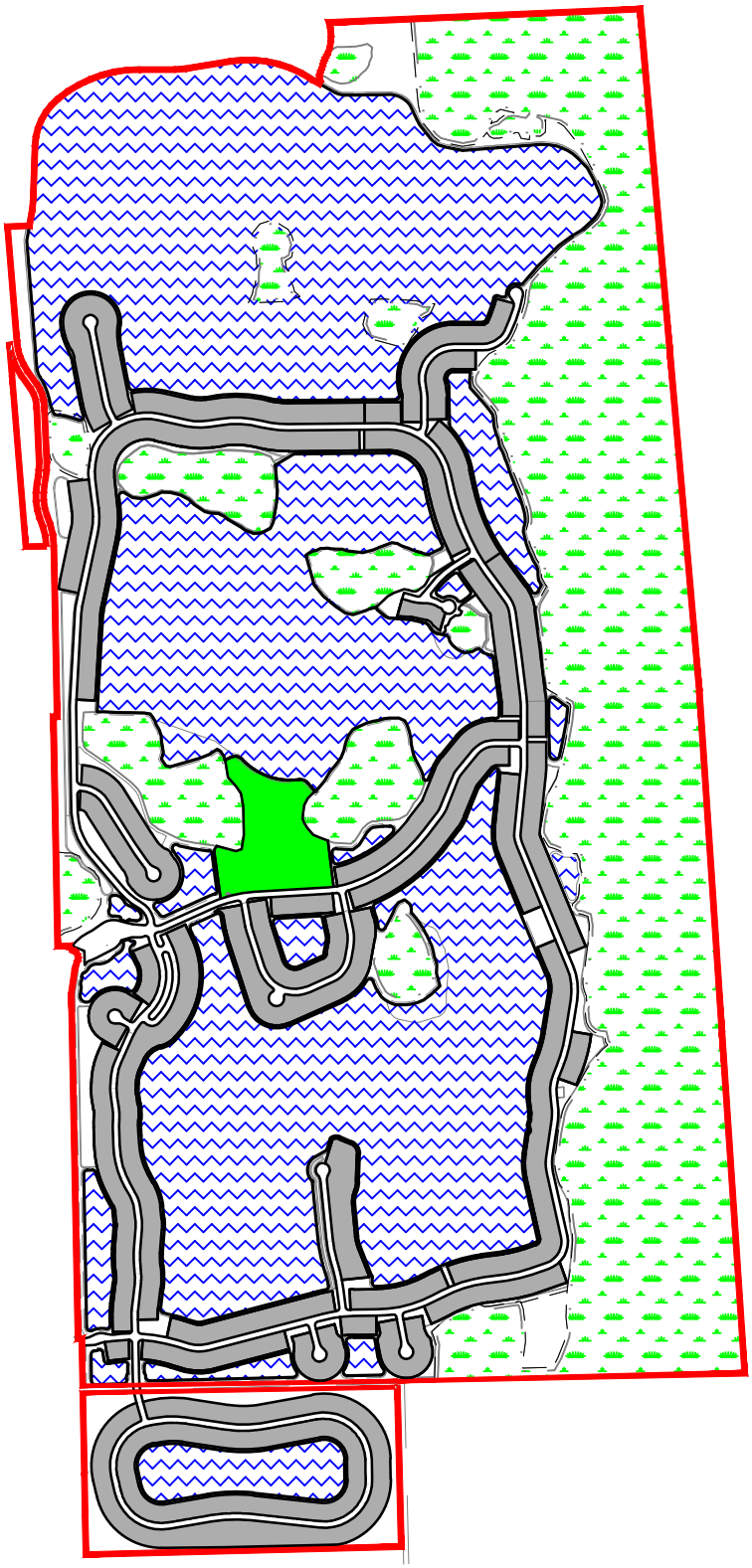
239.405.7777

B:\Projects\1202-500 (Bonita Grande Mine) RPD CDD Establishment\Drawings-Exhibits\1202-500-01 CDD Exhibits\Current Plans\12025000110.dwg

NORTH

SCALE: 1" = 1,500'



LEGEND

- VIVID SHORES CDD BOUNDARY
- PROPOSED LAKE
- PRESERVE AREA
- SINGLE FAMILY TRACTS
- AMENITY AREA

PROPOSED DEVELOPMENT PLAN

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000106.dwg
SHEET: 7 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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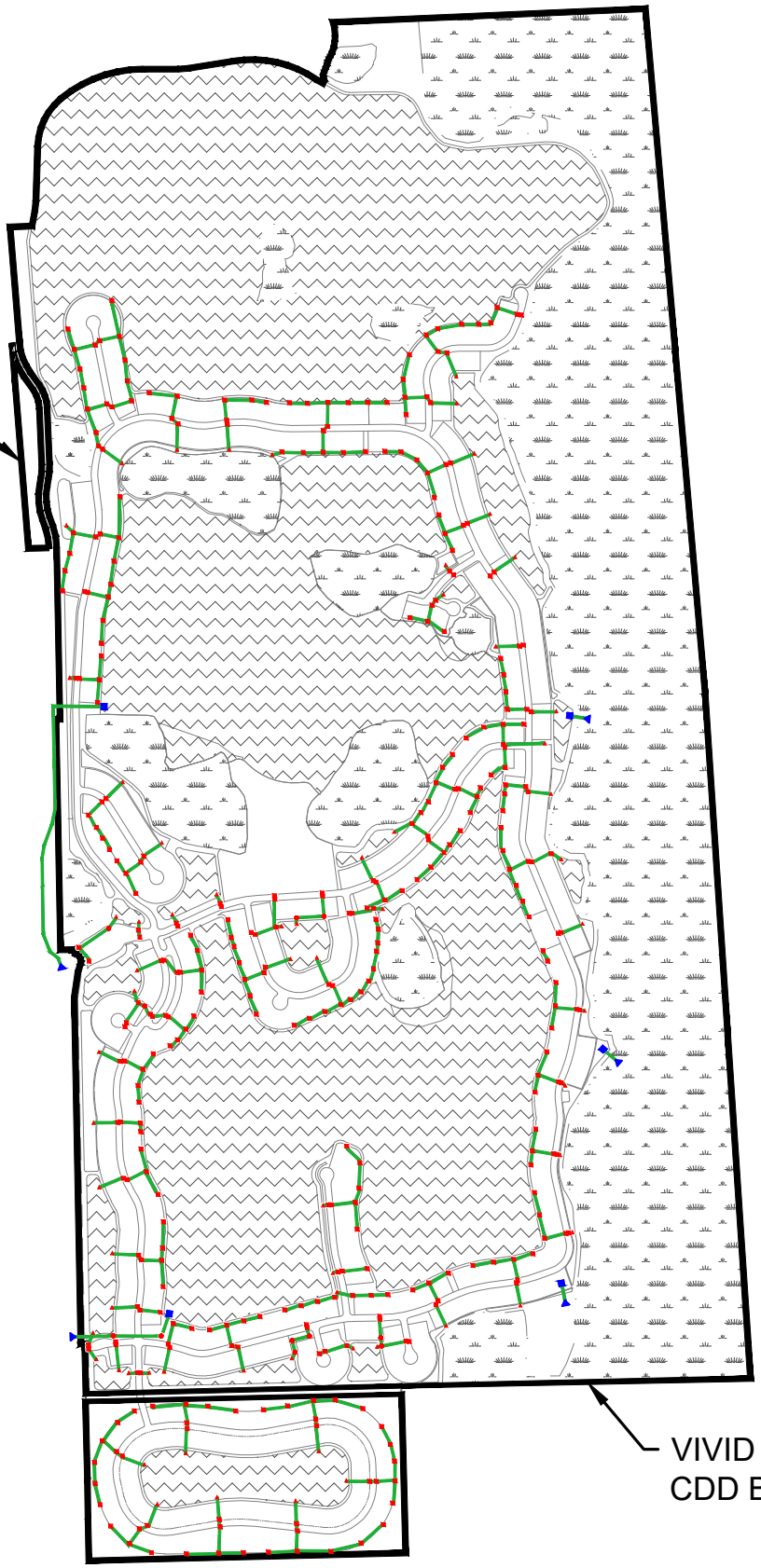
239.405.7777

B:\Projects\1202-500 (Bonita Grande Mine) RPD CDD Establishment\Drawings-Exhibits\1202-500-01 CDD Exhibits\Current Plans\12025000106.dwg

NORTH

SCALE: 1" = 1400'



LEGEND

- CDD BOUNDARY
- PROPOSED LAKE
- PRESERVES
- STORM PIPE
- CONTROL STRUCTURE
- OUTFALLS
- INLET
- FLARED END / BUBBLER
- JUNCTION BOX

STORMWATER PLAN

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000107.dwg
SHEET: 8 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

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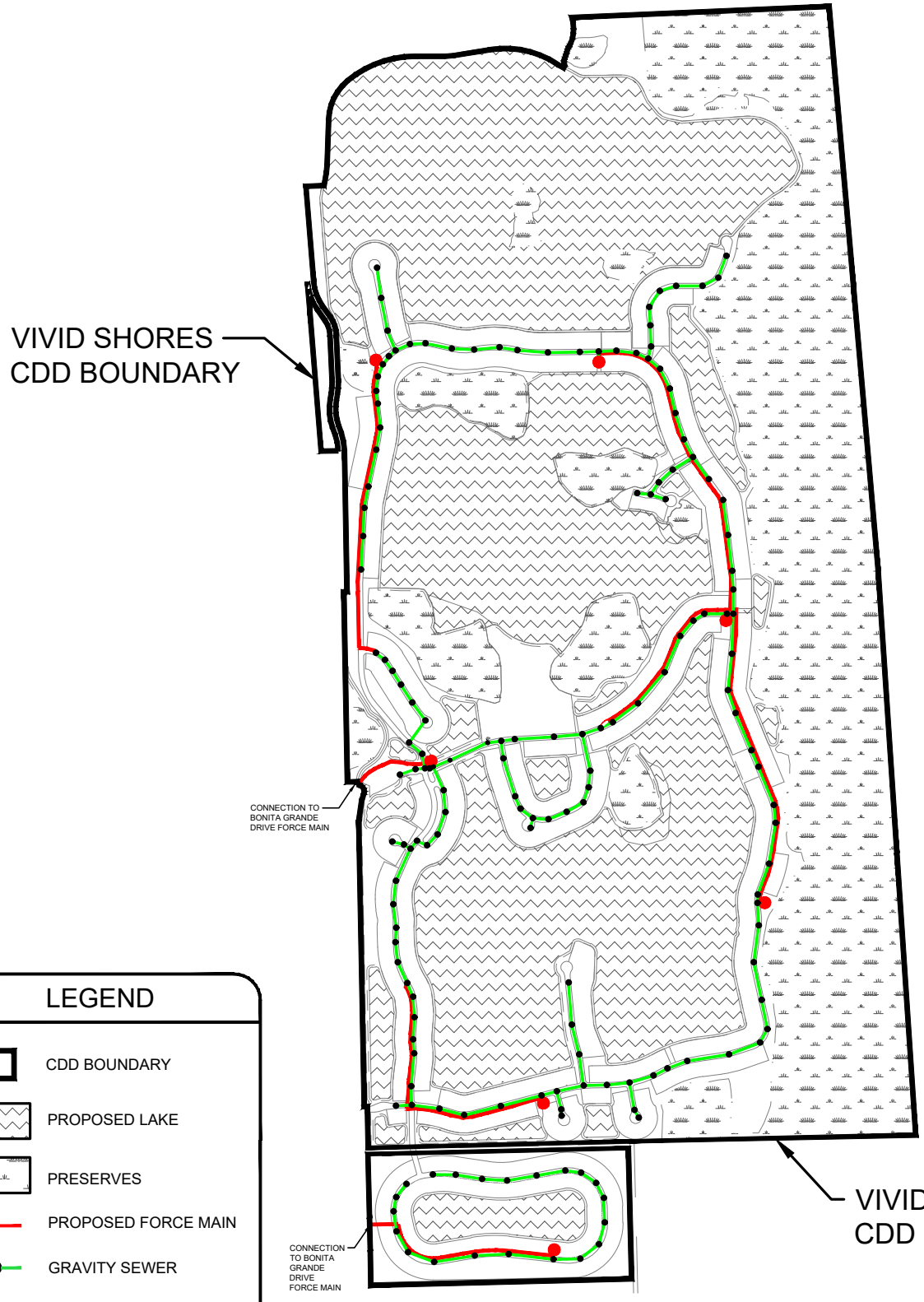
NORTH

SCALE: 1" = 1500'



LEGEND

- CDD BOUNDARY
- PROPOSED LAKE
- PRESERVES
- PROPOSED FORCE MAIN
- GRAVITY SEWER
- WASTEWATER PUMP STATION

WASTEWATER PLAN

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000108.dwg
SHEET: 9 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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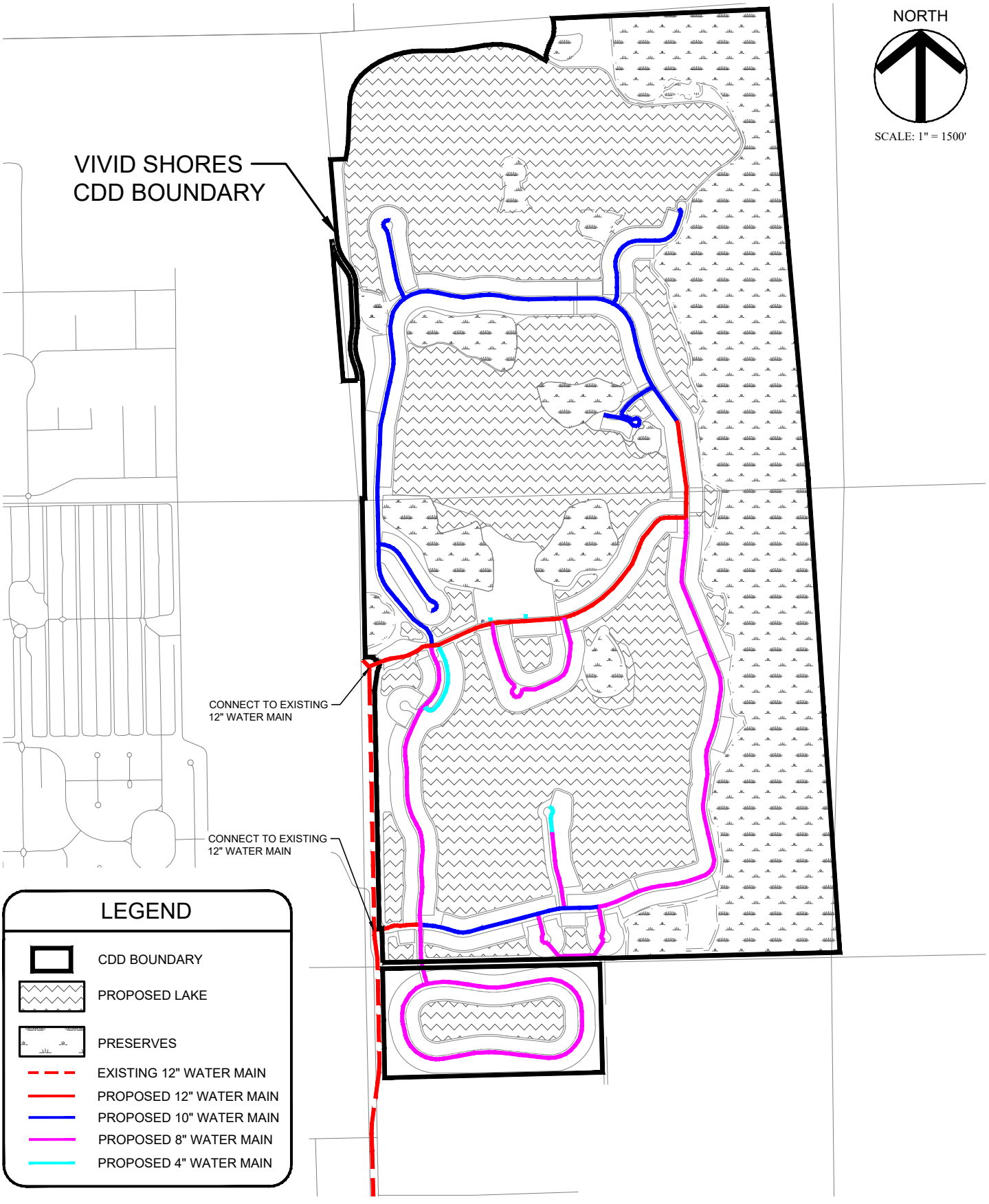
BONITA SPRINGS, FL 34135
239.405.7777

B:\Projects\1202-500 (Bonita Grande Mine) RPD CDD Establishment\Drawings-Exhibits\1202-500-01 CDD Exhibits\Current Plans\12025000108.dwg



POTABLE WATER PLAN

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000109.dwg
SHEET: 10 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

ATWELL
866.850.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

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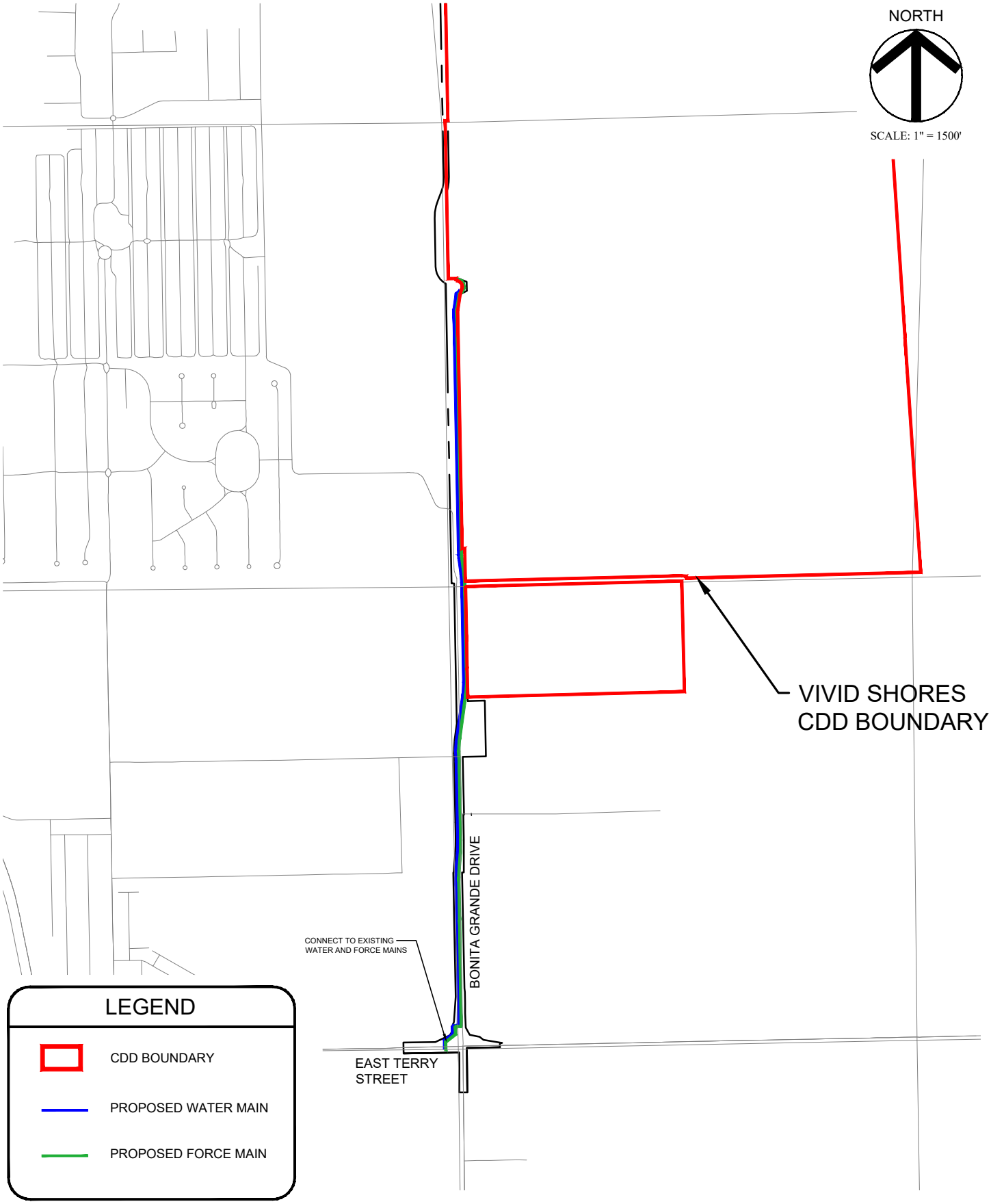

OFFSITE IMPROVEMENTS - UTILITIES

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000111.dwg
SHEET: 12 OF 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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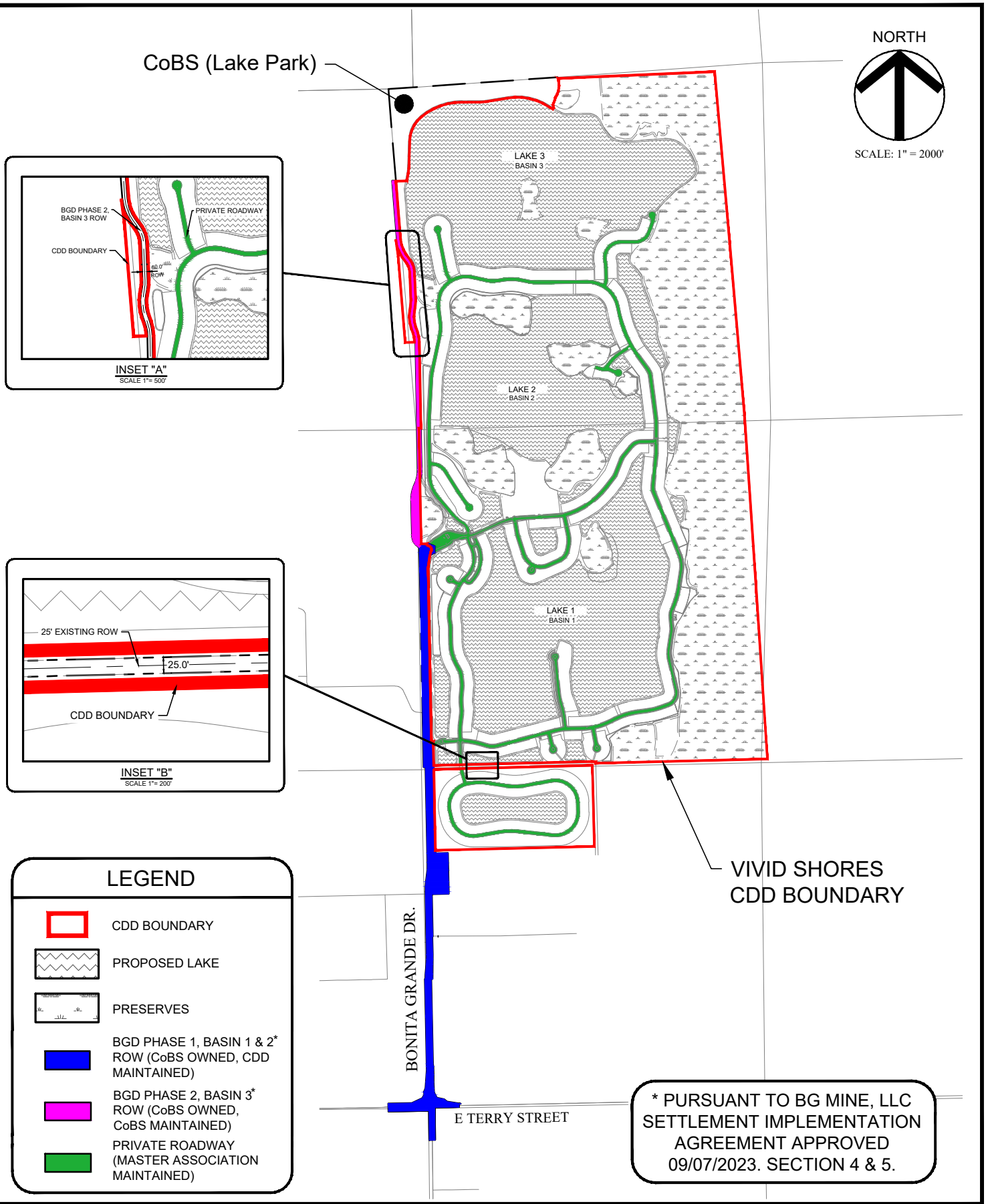

OFFSITE IMPROVEMENTS - ROADWAY

PREPARED FOR:

PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL

FILE NAME: 12025000112.dwg
SHEET: 13 of 13

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

PROPOSED FACILITIES & ESTIMATED COSTS CHART

PROPOSED FACILITIES & ESTIMATED COSTS CHART			
Improvement	**Estimated Cost**	**Financing / Construction Entity**	**Final Owner / Maintenance Entity**
Internal Roadways	N/A Private Roadways	Developer	HOA
Earthwork for Stormwater Management	$22,400,000.00	Developer/CDD	CDD
Stormwater Management Systems	$ 6,805,000	Developer/CDD	CDD
Potable Water Systems	$ 3,130,000.00	CDD	BSU
Sanitary Sewer Systems	$ 7,145,000.00	CDD	BSU
Perimeter Walls	$ 885,000.00	Developer/CDD	CDD
Perimeter Landscaping	$ 832,000.00	Developer/CDD	CDD
On-Site Wetland Conservation	$ 1,112,000.00	CDD	CDD
Off-Site Road Improvements	$14,320,000.00	CDD	City/CDD
Professional Services & Permit Fees	$ 4,080,000.00	CDD	N/A
Contingency – 10%	$ 6,070,900.00	As above	As above
TOTAL	$66,779,900.00		

*Certain areas of the community are planned to be gated, and behind such gated areas, the CDD will only finance stormwater and utility improvements.

**The Developer reserves the right to privately finance any of the above improvements, and transfer them to a POA upon completion.

VIVID SHORES
COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

August 12, 2025

Prepared by

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Vivid Shores Community Development District ("District"). The proposed District will comprise approximately 1,294.95 +/- acres of land located in the City of Bonita Springs, Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) as follows:

> "That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of Vivid Shores Community Development District

The District is designed to provide public district infrastructure, services, and facilities along with their operations and maintenance to a development as approved by the City of Bonita Springs within the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: (1) is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; (2) is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after implementation of the rule; or (3) is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used

in this section, "transactional costs" are direct costs that are readily ascertainable by the agency based upon standard business practices, as defined in Section 120.541(2), F.S.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

(e) In evaluating the impacts described in paragraphs (a) and (e), an agency must include, if applicable, the market impacts likely to result from compliance with the proposed rule, including:

1. Changes to customer charges for goods or services.
2. Changes to the market value of goods or services produced, provided, or sold.
3. Changes to costs resulting from the purchase of substitute or alternative goods or services.
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing requiring education, training, or testing.

(f) Any additional information that the agency determines may be useful.

"Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2) (a), Florida Statutes."

2.0 An economic analysis of potential impacts on growth, business competitiveness or increased regulatory costs, in excess of $1 million within the next 5 years.

It is unlikely the establishment of the District will meet any of the adverse triggers referenced in Section 120.541(2)(a). The basis for this determination is that this Petition to establish the District is for the sole purpose of providing public infrastructure for the development of the development project, which was vetted by the City during the review process. Additional support of this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The Vivid Shores Community Development District serves land that comprises an approximately 1,294.95 +/- acre residential development to be made up of an estimated 634 residential dwelling units. The estimated population of the District is 1,585 (2.5 per household). The property owners in the District will be individuals that may operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 2,500 acres, therefore, the City of Bonita Springs is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, the District must pay an annual fee to the State of Florida Department of Economic Development, which offsets such costs.

City of Bonita Springs

There will be only modest costs to the City for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the City routinely processes similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to the City of Bonita Springs, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District. However, consistent with section 190.005(1)(b)1, F.S., the Petitioner has included a one-time payment of $15,000 to offset any expenses the City may incur in the processing of this Petition, or in the monitoring of this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

The Petitioner has estimated the costs for providing the capital facilities to be approximately $66,779,900.00. The District may issue special assessment bonds to fund all or a portion of the costs of these facilities. These bonds would be repaid through the levy of non-ad valorem special assessments. Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem special assessments by various names and user fees as a tradeoff for the benefits and facilities that the District provides.

A Community Development District ("CDD") provides property owners with the option of having higher levels of facilities and services financed through self-imposed assessments. The District is an alternative means to manage necessary development services with related financing powers. District management, including transactional costs associated with infrastructure maintenance, monitoring and reporting, is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County or City provision, or through developer equity and/or bank loans.

In considering these transactional costs, it shall be noted that owners of the lands to be included within the District will receive three major classes of benefits. First, landowners in the District will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other taxpayers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is a form of governance that allows District landowners, through landowner voting, and eventually qualified electors, through general elections, to determine the type, quality and expense of District services they receive.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

Approval of the Vivid Shores CDD will have positive impacts on small business as defined in Chapter 288.703 (1), F. S. These positive impacts will result because the additional population in the District will require goods and services from small businesses. These services can be provided by the small businesses that currently serve the general area. Additional opportunities will also be created for new businesses to be formed or relocate to the area. No negative impacts have been identified for small businesses as defined.

The City has an estimated population in 2020 that is greater than 10,000; therefore the City is not defined as a *"small" City* according to Section 120.52, F.S, and there will accordingly be no impact on a small City because of the formation of the District.

7.0 An evaluation of market impacts likely to result from compliance with the proposed rule.

There are mimimal market impacts as the ordinance establishing the District is not likely to result in market impacts such as changes to or additional customer charges, changes to the market value of goods or services produced, provided or sold, changes to costs resulting from the purchase of substitute or alternative goods or services or incur additional time be spent by State of Florida or City of Bonita Springs governmental staff to understand and comply with the proposed ordinance, including, but not limited to, time to be spent completing requiring education, training, or testing, as the proposed District will be one of many already existing CDDs in Florida and all development within the CDD is subject to existing City requirements.

8.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

****

APPENDIX A

LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DUE DATE
Annual Financial Audit	190.008/218.32	within 45 days of audit completion, but no later than 9 months after end of fiscal year
Annual Financial Report	190.008/218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, no later than 9 months after the end of the fiscal year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	within 120 days after the sale of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by 6/15
Adopted Budget	190.008	annually by 10/1
Public Depositor Report	280.17	annually by 11/30
Notice of Establishment	190.0485	within 30 days of the effective date of an ordinance establishing the CDD
Notice/Disclosure of Public Financing	190.009	after the sale of bonds

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Alyssa Willson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent with regard to any and all matters pertaining to the Petition to the City Council of the City of Bonita Springs, Florida, to establish a Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

Pamela S. Kraft

Print Name: Pamela S. Kraft

Scott Brooks

Print Name: Scott Brooks

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Naomi Robertson

By: Naomi Robertson
Its: VP Finance

STATE OF FLORIDA
COUNTY OF Lee

I hereby certify that on this day, before me, by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Naomi Robertson, as VP Finance of Pulte Home Company, LLC, who executed the foregoing instrument, acknowledged before me that s/he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 10th day of June, 2025.

JACQUELINE KRAMER
MY COMMISSION # HH 184227
EXPIRES: November 15, 2025
Bonded Thru Notary Public Underwriters

Jacqueline Kramer

Notary Public Jacqueline Kramer

Personally known: ✓
Produced Identification:
Type of Identification:

BEFORE THE CITY COUNCIL
CITY OF BONITA SPRINGS, FLORIDA

IN RE: Petition to Establish Vivid Shores)
Community Development District)
)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Sarasota

I, Michelle Krizen ("Affiant"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Michelle Krizen, and I am employed by Special District Services, Inc.

3. The prepared written, pre-filed testimony consisting of eleven (11) pages, submitted under my name to the City Council of the City of Bonita Springs relating to the Petition to Establish ("Petition") the Vivid Shores Community Development District ("District") and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be substantially the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning my work are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial, operational and financial aspects related to the Petition.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 9 day of September, 2025.

Michelle Krizen

Michelle Krizen

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2025 by the Affiant.

WILLIAM R. CROSLEY
Notary Public
State of Florida
Comm# HH584473
Expires 8/30/2028

[notary seal]

Wm. Crosley

(Official Notary Signature)

Name: William Crosley

Personally Known ✓

OR Produced Identification _____

Type of Identification _____

TESTIMONY OF MICHELLE KRIZEN FOR THE ESTABLISHMENT OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Michelle Krizen. My business address is 2501A Burns Road, Palm Beach Gardens, Florida 33410.

2. By whom are you employed and in what capacity?

I am employed by Special District Services, Inc. ("SDS") I serve as district manager for community development districts.

3. Please briefly summarize your duties and responsibilities.

SDS creates and manages special districts throughout the State of Florida. We also provide methodology and assessment consulting services.

4. Do you work with both public and private sector clients?

Yes. I work with a number of public sector clients that include community development districts ("CDD") across the state. I also work with various community associations and other private companies, including developers and home builders creating special districts.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I was employed by Sarasota County Schools for over 17 years. I had various roles and responsibilities during this time working in the education field including organizing meetings, working with budgets, and communicating with stakeholders and their changing needs.

6. Please describe your educational background.

I earned a Masters in Curriculum & Instruction in 2007 from University of Phoenix and a Bachelor of Science, from University of South Florida in 1998.

7. Please describe your work with CDDs in Florida.

I have over __4_ years of experience in CDD management services.

8. What has been your role with respect to the proposed Vivid Shores Community Development District ("Proposed District") establishment proceeding?

I serve as a management consultant relating to the establishment of the Proposed District. Specifically, working with SDS staff, prepared Exhibit 7, the Statement of Estimated Regulatory Costs ("SERC") of the Petition to Establish the Proposed District ("Petition").

DISTRICT MANAGEMENT

9. At this point, I will ask you to address certain matters that relate to CDD management. Please describe the general manner in which a CDD actually operates.

CDDs are governed by a five-member Board of Supervisors ("Board"). These Board members are initially elected by landowners in the CDD. The Board is the governing body of the CDD. The Board employs a district manager, who supervises the district's services, facilities, and administrative functions. The Board annually considers and, after public notice and hearing, adopts a budget. The CDD submits a copy of the proposed budget to the applicable local general-purpose government for review and optional comment prior to its adoption each year.

10. Are there requirements, such as the open meetings and public records laws, imposed upon CDDs in order to safeguard the public that are similar to those imposed upon other general purpose local governments?

Yes, there are.

11. Please describe these requirements and safeguards.

It is important to note that the establishment of a CDD does not change any requirements for governmental approval of construction within the CDD. Any land development requirements and all state and local development regulations still apply.

Members of the Board must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the CDD, the supervisors must also be residents and electors of the CDD. Board members must annually file the same financial disclosure forms required by other local officials.

Under the Government in the Sunshine laws, all CDD Board meetings are open to the public, and other restrictions are imposed under Chapter 286, *Florida Statutes*. Further, all documents of the CDD are available to the public upon request, in accordance with Florida public records law. Additionally, like other political subdivisions, a CDD is required to send financial reports to the Department of Financial Services. Also, a CDD is audited by an independent certified public accountant every year.

Finally, to impose special or non-ad valorem assessments under Chapter 170, *Florida Statutes*, a CDD must provide published and mailed notice to those who are assessed. That assessment process entails preparation of a methodology that fairly and equitably allocates the cost of the CDD's projects.

12. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is formed in mid-year, the CDD's operating funds may be funded by a "funding agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term basis.

Debt may be retired by the district through non-ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of CDD facilities and services. By law, debt of the CDD cannot become debt of any other government (city, county or state), without that government's consent.

13. What alternatives, other than CDDs, are you familiar with that might be available to provide community infrastructure for the lands within the Proposed District?

In my opinion there are two alternatives that might provide community infrastructure such as the roads, utilities, drainage, and other improvements contemplated for the Proposed District. First, the general-purpose local government could finance the improvements utilizing special assessments and general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to the use of the CDD concept.

14. Do you have an opinion, as someone experienced in district management and operations, as to whether the Proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the Proposed District?

Yes. For this project, the Proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include but are not limited to collector roadways, residential roadways, water, wastewater and reclaimed water, stormwater management, drainage and earthwork, landscapes and hardscape, and recreation facilities improvements.

15. What is the basis for your opinion?

Let's look at the alternatives. The City of Bonita Springs ("City") could finance the roadway and drainage improvements utilizing special assessments or general funds. The developer and/or a homeowner's association could provide these facilities, as well as the water and sewer facilities, through private financing.

In evaluating these alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long-term public financing. The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City has substantial demands over a broad geographical area that places a heavy management delivery load on its staff. In addition, if dependent district financing were used, the City would be responsible for all administrative aspects of the dependent district. By using a dependent district mechanism, the City would be increasing its responsibility and hence liability for the variety of actions that will take place in the Vivid Shores development. By contrast, a CDD can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth.

The other alternative is the use of private means – either through a property owner's association or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing and pay for services at sustained levels. Property owners' associations lack the ability to effectively finance these types of improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the "Sunshine" as a CDD must, or abide by other public access requirements that are incumbent upon a CDD and its Board. Also, provision and long-term operation and maintenance of these improvements, particularly the recreation and drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five-member Board making the decisions that impact their community directly.

A CDD is an independent, special-purpose unit of local government designed to focus its attention on providing the best long-term service to its specific benefited properties and residents. It has limited power and a limited area of jurisdiction. The Proposed District will be governed by its own Board and managed by those whose sole purpose is to provide the Proposed District long term planning, management and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the Proposed District. Further, the sources for

funding and manner of collection of funds will assure that the Proposed District's facilities will be managed at the sustained levels of quality desired by residents well into the future.

16. As someone experienced in district management, is the area to be included within the Proposed District of sufficient size, compactness, and sufficiently contiguous to be developable as one functional, interrelated community?

Yes. From a management perspective, the area to be included within the Proposed District is of sufficient size, compactness and is sufficiently contiguous to be developable as one functional, interrelated community.

17. What does the term "functionally interrelated community" mean?

Local governments provide developments with the criteria for the elements of infrastructure to provide for the facilities and services, including stormwater drainage, water, sewer, and other facilities and services. Functional unification means that each provided facility and service has a mutual reinforcing relationship to one another, with each facility and service designed to contribute to the development and maintenance of the community as a whole. Each facility and service must meet the growth and development of the community, so a management capability and a funding source are required for each service and facility. Thus, each of these necessary facilities and services must be integrated, unified, and connected into a long-range plan.

18. What is the basis for your opinion?

First, the lands to be included within the Proposed District have sufficient significant infrastructure needs to be developable as a functionally interrelated community. Second, this necessary infrastructure can be provided by the Proposed District in a cost-effective manner based upon the specific design of the community. Furthermore, the use of one development plan whose infrastructure is implemented by a CDD to provide the community services and facilities will ensure that the proposed improvements are provided and maintained in an efficient, functional and integrated manner.

The lands within the Proposed District will initially consist of approximately 1,294.95 acres of land. The purpose of this statutory requirement is to ensure successful and efficient delivery of services and facilities to the property. Based upon my previous experience with special districts, the Proposed District is suitably configured to maximize the timely and cost-efficient delivery of the necessary services and facilities.

19. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the Proposed District is amenable to separate special district government?

Yes.

20. What is your opinion?

The Proposed District is of sufficient size, compactness and contiguity. Therefore, the area to be served by the Proposed District is well suited to separate special district governance.

21. What is the basis for your opinion?

Two criteria are needed to evaluate a land area as amenable to separate special district government. One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the Proposed District is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the Proposed District. As described in the Petition, the Proposed District will construct and maintain certain needed facilities and services. Other facilities and improvements may be constructed by the Proposed District and ultimately maintained by the City. Based on my experience, CDDs of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities.

22. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the Proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?

Yes.

23. What is your opinion?

The proposed services and facilities of the Proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

24. What is the basis for your opinion?

Petitioner presently expects the Proposed District to finance and construct surface water management system, drainage, environmental, potable water distribution system, wastewater collection and transmission system, landscape and irrigation distribution and offsite roadways. None of the facilities expected to be provided by the Proposed District presently exist. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the Proposed District do not exist today.

ECONOMICS AND FINANCING

25. Are you familiar with the Petition filed by Pulte Home Company, LLC ("Petitioner"), to establish the Proposed District?

Yes, I have reviewed the petition and all of the attached exhibits. Specifically, my firm prepared Petition Exhibit 7, which is the Statement of Estimated Regulatory Costs ("SERC"), a requirement of Chapter 190, *Florida Statutes*.

26. Are there any revisions to Petition Exhibit 7 that need to be made at this time?

No.

27. What exactly is a Statement of Estimated Regulatory Costs?

It is a requirement under Section 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of CDDs.

28. In general terms, please summarize the economic analyses presented in the SERC.

An understanding of the SERC requires the recognition of the scope of review and evaluation for the establishment of a CDD as set out in Chapter 190, *Florida Statutes*. Section 190.002(2)(d), *Florida Statutes*, states "that the process of establishing such a district pursuant to uniform general law [must] be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant." Thus, the scope of the economic analysis included in the SERC addresses only the establishment of the Proposed District, and not the planning or development of the property itself.

The economic analysis sets out the assumptions about the development within the Proposed District and the anticipated infrastructure to be provided by it. The analysis addresses each of the potentially affected parties defined in the statute and evaluates the impact of the Proposed District on each such group.

The Proposed District is a limited and highly specialized unit of local government. It is a special-purpose unit of local government with a single objective: the provision and maintenance of infrastructure and services for a planned new community. Its economic benefits exceed its economic cost to Petitioner, the City, and to all subsequent purchasers and landowners of the community - in short, to all affected parties.

Once the Proposed District is established, there are no direct costs to the City. While the Proposed District will provide certain reports and budgets to the City for its discretionary review, there are no requirements that it incur any obligations or expense associated with

its review. In addition, to the extent the Proposed District utilizes the services of the Property Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*, to collect its assessments the Proposed District must pay the administrative costs associated with those services.

It is important to note that under Chapter 190, *Florida Statutes*, the debt of the Proposed District cannot become the debt of the City or the State of Florida. Since the Proposed District will be an independent unit of government and will issue its own bonds, the Proposed District will not have any affect on the bonding capacity of the City or the State of Florida.

29. Please briefly describe the data and methodology used in preparing the SERC and related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology is standard economic impact assessment.

30. As a financial consultant, do you have an opinion regarding the financial viability and feasibility of the Proposed District?

Yes, I do.

31. What is that opinion?

In my opinion, based on my experience with other CDDs, the Proposed District is expected to be financially viable and feasible.

32. Based on your training and experience in financial analysis, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as a functional interrelated community?

Yes.

33. What is your opinion?

In my opinion, the proposed District is of sufficient size and is sufficiently compact and contiguous to be developable as a functionally interrelated community.

34. What is the basis for your opinion?

The proposed District covers approximately 1,294.95 acres of land. The configuration of the land within the proposed District is compact and contiguous, as depicted in the Petition. As such, it will not create any economic disincentives to the provision of the infrastructure services contemplated in either case.

Given the scope and expected cost of facilities to be provided by the Proposed District, 1,294.95 acres for a planned community containing approximately 634 residential units provides a sufficient economic base to absorb the annual operating costs for district administration and to efficiently apportion the cost of improvement maintenance within the District.

35. How is the Proposed District sufficiently compact?

The "sufficiently compact" aspect of the statutory requirement relates to spatial limitations. The Proposed District is sufficiently compact to function as one functionally interrelated community because it can maintain the requisite improvements in a time and cost-efficient manner on a long-term basis.

36. How is the Proposed District sufficiently contiguous?

From an economic perspective, the property within the Proposed District must be arranged in a manner that lends itself to the efficient maintenance of infrastructure and governance. In my opinion, the Proposed District meets these requirements.

37. From a financial perspective, do you have an opinion as to whether the Proposed District is the best alternative available for providing the proposed community development services and facilities to the areas to be served?

Yes.

38. What is your opinion?

In my opinion, establishing the Proposed District is the best way to assure that growth within the area encompassed by the District pays for itself.

39. What is the basis for your opinion?

The Petitioner proposes to establish the District to construct certain public infrastructure and community facilities which will be needed by the property owners and residents of the District. The CDD mechanism allows the community development process to take care of its own needs and restricts costs to those who benefit from the services provided.

Non-ad valorem or special assessments on benefitted property within the District are expected to be used to repay any debt that is incurred for construction of infrastructure. Expenses for operations and maintenance of certain public facilities and services within the District are expected to be paid through maintenance assessments. Use of non-ad valorem and maintenance assessments or user fees ensure that the property receiving the benefit of District services is the same property to pay for those services. CDDs are typically efficient providers of maintenance services as they are subject to government bidding requirements, are professionally managed, and have the ability to place these

non-ad valorem assessments on the county tax roll to fund these activities. There are no effective alternatives to providing for such financing structures.

A POA could also provide for the operations and maintenance activities planned for the District. POAs, however, do not have the ability to impose and collect assessments in the same manner as ad valorem property taxes. Additionally, unlike the POA, the District must abide by all governmental rules and regulations, including public bidding for services and Florida's sunshine requirements. Establishment of the District is expected to result in the lowest cost to landowners as compared to the other alternatives. Thus, from an economic perspective, the District is the best alternative.

A CDD is also preferable because the structure lends itself to high accountability. With a District as proposed, property owners within the District would have a focused unit of local government under their direct control. The District is responsive to the needs of property owners without disrupting other City responsibilities. A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its landowners and benefited properties. The District would be governed by its own Board of Supervisors. This assures the District will be maintained at the sustained level of quality desired by its landowners.

40. From an economic analysis perspective, will the services and facilities to be provided by the Proposed District be incompatible with the capacity and uses of existing local and regional facilities and services?

In my opinion, the services and facilities to be provided by the Proposed District will not be incompatible with the uses and existing local and regional facilities and services. Provision of the roadways, sewer infrastructure, water infrastructure, reclaimed water, stormwater management facilities, landscape and hardscape improvements, irrigation improvements, underground electrical systems, street lighting, and passive recreation amenities and green space that Petitioner expects the Proposed District to construct, and in some cases maintain and manage, are necessary to facilitate development in the area proposed to be included within the District. These facilities and services are not otherwise currently provided by local government in the planned District area.

41. As someone experienced in the financial aspects of CDDs, do you have an opinion as to whether the area that will be served by the Proposed District is amenable to separate special district government?

Yes.

42. What is your opinion and its basis?

The Proposed District encompasses approximately 1,294.95 acres. First, land of this size is large enough to support its own community with individual facility and service needs. Second, although maintenance of improvements is also a concern, the Proposed District

can be utilized as an efficient long-term mechanism to ensure that the landowners of the District pay for and receive proper and required maintenance.

Additionally, the area that will be included within the Proposed District is of sufficient size, compactness and contiguity to be served by the Proposed District. The Proposed District is clearly amenable to separate special district governance. The basis for my opinion is my experience with other districts of similar size and configuration. The land area is well suited for the proposed services and facilities.

43. Generally, how does a CDD operate financially, both on a day-to-day and a long-term basis?

Usually, most or all of the land within a CDD is initially owned by the developer, so the landowner/developer and the CDD may enter into a funding agreement to fund the CDD's operating expenses. This agreement acts in the place of assessments that the CDD might have imposed upon property within the CDD. Such agreements are common, particularly when a CDD is formed in the middle of a fiscal year.

CDDs frequently issue bonds, which must be secured by a trust agreement, for long-term capital projects. Also, Chapter 75, *Florida Statutes*, requires bond validation and confirmation by court decree when a bond matures over a period of more than five years. CDDs may also borrow funds on a long or short-term basis.

CDD debt may be retired by the CDD through non-ad valorem or special assessments imposed on benefitted properties, or rates, fees and charges imposed on users of CDD facilities and services. The CDD's debt cannot become the debt of any other government (city, county or state), absent that government's consent.

Once a funding source has been secured, the Board must authorize all expenditures. The District Manager is then responsible for the day-to-day operations of the district, including handling invoices, bills and expenses.

44. Does this conclude your testimony?

Yes.

BEFORE THE CITY COUNCIL
CITY OF BONITA SPRINGS, FLORIDA

IN RE: Petition to Establish Vivid Shores)
Community Development District)
)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF LEE

I, Jacquelyn Larocque, P.E. ("Affiant"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Jacquelyn Larocque, and I am a Senior Director with Atwell Group, LLC, and a Florida Professional Engineer.

3. The prepared written, pre-filed testimony consisting of nine (9) pages submitted under my name to the City Council of the City of Bonita Springs relating to the Petition to Establish ("Petition") the Vivid Shores Community Development District ("District") and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning land development and the construction of public infrastructure as a professional engineer and related matters are accurately set forth in my pre-filed testimony.

6. My credentials, experience and qualifications concerning land development and the construction of public infrastructure as a professional planner and related matters are accurately set forth in my pre-filed testimony.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 8 day of September, 2025.

Jacquelyn Larocque, P.E.

SWORN TO and SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 8 day of September, 2025 by the Affiant.

(Official Notary Signature)

Name: Genie Barker

Personally Known ✓

OR Produced Identification _____

Type of Identification _____

[notary seal]

GENIE ELIZABETH BARKER
Notary Public - State of Florida
Commission # HH 638485
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

TESTIMONY OF JACQUELYN LAROCQUE, P.E., FOR THE ESTABLISHMENT OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Jacquelyn Larocque, and my business address is 28100 Bonita Grande Drive Suite #305 Bonita Springs, FL 34135.

2. By whom are you employed and in what capacity?

I am a Senior Director with Atwell Group, LLC

3. How long have you held that position?

13 years

4. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I graduated from Florida Gulf Coast University with a Bachelor's Degree in Civil Engineering in 2014.

5. Do you have any professional licenses, registrations, or certifications?

I am a licensed professional engineer in the State of Florida, license number 85247.

6. Are you a member of any professional associations?

Florida Engineering Society.

7. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

Lead Engineer for the development and establishment of multiple CDDs; including but not limited to Hacienda North CDD (Collier County), Currents CDD (Collier County), Esplanade Lake Club CDD (Lee County), and Esplanade Starling CDD (Charlotte County).

8. Are you familiar with the Petition to Establish ("Petition") Vivid Shores Community Development District ("Proposed District") filed by Pulte Home Company, LLC ("Petitioner")?

Yes.

9. Have you reviewed the Petition and approved its contents?

Yes, I have to the extent that it contains contents that were prepared by me or at my direction.

10. What has been your role with respect to the Proposed District's establishment proceeding?

I reviewed the overall cost estimates prepared by our firm under my direction and the various engineering exhibits that were required for submittal.

11. Did you prepare, or have others under your supervision prepared, any of the exhibits attached to the Petition?

Yes, Exhibits 1, 2, 4, 5 and 6 were prepared by my firm or under my firm's supervision.

12. Do any of those Petition exhibits require any change or correction?

No changes or corrections are required.

13. Are Petition Exhibits 1, 2, 4, 5 and 6 true and correct to the best of your knowledge and belief?

Yes.

14. In general, what do Petition Exhibits 1, 2, 4, 5 and 6 demonstrate?

Exhibit 1 includes a map showing the general location in which the Proposed District is located.

Exhibit 2 is a metes and bounds description of the boundaries of the Proposed District.

Exhibit 4 is a map which depicts the future general development plan of the Proposed District with proposed land uses described for areas within the Proposed District.

Exhibit 5 includes maps that graphically depict the existing major trunk water mains and sewer connections and outfalls serving the lands within and around the Proposed District.

Exhibit 6 describes the proposed facilities and services for the Proposed District and the entity that will be responsible to construct, own and maintain the improvements. It also includes a summary of the estimated costs for constructing, installing or acquiring the facilities and services

15. Would you generally describe the services and facilities that the Proposed District is expected to provide?

The Petitioner presently intends for the Proposed District to participate in the acquisition or construction of certain improvements including but are not limited to internal roadways, earthwork for stormwater management, stormwater management systems, potable water systems, sanitary sewer systems, perimeter walls, perimeter landscaping, on-site wetland conservation, and off-site road improvements.

16. Are the construction cost estimates for the proposed facilities, as identified in Exhibit 6 for the Proposed District, reasonable?

Yes, I have reviewed the construction cost estimates and, to the best of my knowledge, information and belief and based on the information available, the construction cost estimates for the Proposed District are reasonable based on my experience and knowledge of the local construction industry.

17. Based on your training and experience as a professional engineer, do you have an opinion as to whether the Proposed District is of sufficient size, sufficient compactness and sufficient contiguity to be developable as a functional interrelated community?

Yes, I do.

18. What is your opinion?

It is my professional opinion that the Proposed District meets the indicated requirements to be a functional interrelated community because it is of sufficient size, is sufficiently compact and sufficiently contiguous to be developed with infrastructure systems, facilities and services as one functionally interrelated community.

19. What is the basis for your opinion?

First, the lands to be included within the Proposed District have sufficient significant infrastructure needs to be developable as a functionally interrelated community. Second, this necessary infrastructure can be provided by the Proposed District in a cost-effective manner based upon the specific design of the community. Furthermore, the use of one development plan whose infrastructure is implemented by a community development district ("CDD") to provide the community services and facilities will ensure that the proposed improvements are provided and maintained in an efficient, functional and integrated manner.

20. As a professional engineer and planner for this project, do you have an opinion as to whether the services and facilities to be provided by the Proposed District will be incompatible with the capacities and uses of existing local and regional community development facilities and services?

My opinion is that the Proposed District will not be incompatible with the capacities and uses of existing local and regional community facilities and services.

21. What is the basis for your opinion?

In order to answer this question, it is necessary to look to the community development services and facilities which will be provided by the Proposed District to the lands within its boundaries and to compare this to the *existing* community development services and facilities presently available to those lands, but currently, the planned infrastructure improvements that the Proposed District plans to provide do not exist on the property.

There is no duplication or overlap of facilities or services because no other entity or unit of government is presently funding or providing the improvements proposed by the Proposed District. Therefore, the Proposed District will be an efficient entity to participate in the construction and maintenance of the necessary infrastructure improvements.

22. As a professional engineer and planner for this project, do you have an opinion as to whether the area to be included within the Proposed District is amenable to being served by separate special district government?

Yes. The Proposed District encompasses approximately 1,294.95 acres.

First, land covering of this size is large enough to support its own community with individual facility and service needs. Second, although maintenance of improvements is also a concern, the Proposed District can be utilized as an efficient long-term mechanism to ensure that the residents of the Proposed District pay for and receive proper and required maintenance. Therefore, my opinion is that the area within the Proposed District is amenable to separate special district government.

23. As a professional engineer and planner for this project, do you have an opinion as to whether the Proposed District is the best alternative to provide the proposed community development services and facilities to the area that will be served?

Yes.

24. What is your opinion?

It is my opinion that the Proposed District is the best alternative to provide the proposed services and facilities within the Proposed District.

25. What is the basis of your opinion?

The Proposed District is a long-term, stable, perpetual entity capable of funding, constructing and, in some cases, maintaining the facilities over the lifetime of the facilities because the Proposed District has the advantage of being a unit of local government, which has access to the tax-exempt bond market. Neither a property owners' nor homeowners' association ("POA"/"HOA") has the ability to finance infrastructure of

the nature and scope contemplated here, or manage the construction, acquisition or maintenance of the public infrastructure. Neither is authorized to place a first lien on property if the owner does not pay its maintenance assessments. Overall, the Proposed District would be a more timely, reliable and cost-efficient mechanism to deliver and maintain the needed community improvements.

26. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. An example would be a stormwater management system. By statute, CDDs and POAs are permitted to operate and maintain these systems. However, POAs are generally required by typical water management district rules to provide significantly more information and documentation before they are authorized to operate and maintain a stormwater management system. Such documentation generally must (i) indicate that the association has the required financial capabilities, (ii) mandate that the association will operate and maintain such systems and (iii) provide that the association cannot be dissolved until another entity is found to maintain the system.

A CDD, which is generally considered to be a more secure financial, legal and administrative entity, generally must simply provide a letter to the water management district committing that the district will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a POA/HOA for operation and maintenance of a stormwater management system.

27. In the course of your work in Florida, have you had an opportunity to work with the State Comprehensive Plan found in Chapter 187, *Florida Statutes* ("State Comprehensive Plan")?

Yes, I have often referred to the State Comprehensive plan in rendering consultation to public and private entities.

28. In the course of your work in Florida, have you had an opportunity to review local government comprehensive plans?

Yes.

29. What types of land development projects have you worked on which involved analyzing consistency with the state and local comprehensive plans?

On all multi-use projects, it is absolutely essential to check with state and local comprehensive plans. When you develop a site plan, you have to determine what is allowed. So yes, most of my large multi-use projects involved analyzing consistency. Vivid Shores, Seven Shores, Esplanade Lake Club, Esplanade by the Islands all serve as examples.

30. Do you have an opinion, as someone experienced in planning, as to whether the establishment of the Proposed District is inconsistent with any applicable element or portion of the State Comprehensive Plan?

Yes.

31. What is that opinion?

It is my opinion that the establishment of the Proposed District is not inconsistent with any applicable element or portion of the State Comprehensive Plan.

32. What is the basis for that opinion?

I have reviewed, from a planning perspective, applicable portions of the State Comprehensive Plan which relate to the establishment of a community development district.

The State Comprehensive Plan "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." The State Comprehensive Plan sets forth 25 subjects, goals, and numerous policies. Two subjects are particularly relevant, from a planning perspective, to the establishment of the Proposed District: No. 15- Land Use and No. 25- Plan Implementation.

33. What is Subject 15 and why is it relevant?

Subject 15 recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because community development districts are designed to provide infrastructure services and facilities in a fiscally responsible manner to the areas which can accommodate development. The Proposed District is not inconsistent with this goal because the Proposed District will have the fiscal capability to provide the specified services and facilities in this growth area. Additionally, under this subject, Policy 1 is relevant.

34. What is Policy 1 and why is it relevant?

Policy 1 promotes efficient development activities in areas which will have the capacity to service new populations and commerce. The Proposed District will be a vehicle to provide a high quality of infrastructure facilities and services in an efficient and focused manner at sustained levels over the long-term life of the community.

35. You also mentioned Subject 25. What is this and why is it relevant?

This Subject calls for systematic planning capabilities to be integrated into all levels of government throughout the state, with particular emphasis on improving inter-governmental coordination and maximizing citizen involvement. The Proposed District will be able to finance and construct (and operate and maintain) the contemplated

infrastructure improvements as authorized under Chapter 190, *Florida Statutes*, subject to and not inconsistent with the local government comprehensive plan and land development regulations. Citizen involvement is maximized since board meetings are publicly advertised, open to the public, and property owners can be involved in the provision of the improvements. Additionally, establishment of the Proposed District will enhance governmental coordination since Section 189.08, *Florida Statutes*, requires the Proposed District to file public facilities reports with the City, and to annually update such reports to the extent there are any changes, which reports and updates the City may rely upon in any revisions to its local comprehensive plan.

36. Are there any relevant policies under this subject of the State Comprehensive Plan?

Yes, Policies 2, 3, 6 and 8. Policy 2 seeks to ensure that every level of government has the appropriate operational authority to implement the policy directive established in the plan. Chapter 190, *Florida Statutes*, provides the Proposed District with its necessary operational authority. In fact, Section 190.002(1) identifies community development districts as a means to deliver the basic community services and capital infrastructure called for by the Growth Management Act without overburdening other local governments and their taxpayers. The establishment of the Proposed District to provide the infrastructure systems and facilities for the acreage to be included within the Proposed District in a manner which does not burden the general body of taxpayers in the City is directly in furtherance of this Policy.

Policy 3 provides for establishing effective monitoring, incentive, and enforcement capabilities to see that the requirements established by regulatory programs are met. Section 189.08(2), *Florida Statutes*, requires all independent special districts to submit public facilities reports, including annual updates as to changes. This facilitates an effective monitoring program of the Proposed District by the City. Sections 190.002(2)(c), and 190.004(3), *Florida Statutes*, dictate the legislative policy that all community development districts comply with all government laws, rules and regulations applicable to community development. Therefore, establishment of the Proposed District is not inconsistent, and in fact is in furtherance, of this policy.

Policy 6 encourages citizen participation at all levels of policy development, planning and operations. The Proposed District will hold its meetings in the sunshine pursuant to Chapter 286, *Florida Statutes*. This process encourages citizen participation in, and ultimately citizen control of, the activities of the Proposed District.

Policy 8 encourages continual cooperation among communities to bring the private and public sectors together for establishing an orderly, environmentally, and economically sound plan for future needs and growth. The Proposed District will be a vehicle to enhance cooperation in the provision of infrastructure between the private sector and the City.

37. Are there any other subjects within the State Comprehensive Plan which are relevant?

Two additional subjects applicable to establishment of a CDD include Subject 9 - Natural Systems and Recreational Lands, and Subject 17 - Public Facilities. The applicable policies of Subject 9 relate to expanding state and local efforts to provide activity-based recreational opportunities to urban areas which can be accomplished with the funding assistance of the Proposed District. The applicable goal and policies of Subject 17 relate to: (i) protecting investments in existing public facilities; (ii) providing financing for new facilities; (iii) allocating the costs of new public facilities on the basis of the benefits received by landowners; (iv) implementing innovative but fiscally sound techniques for financing public facilities; and (v) identifying and using stable revenue sources for financing public facilities. The establishment of the Proposed District will further these State Comprehensive Plan, Goals and Policies.

38. Do you have an opinion as to whether the District will be inconsistent with any portion or element of the City of Bonita Springs Comprehensive Plan, adopted pursuant to Chapter 163, Florida Statutes?

Yes, I do.

39. What is your opinion?

It is my opinion that the District will not be inconsistent with any applicable element or portion of the City of Bonita Springs Comprehensive Plan.

40. What is the basis for your opinion?

The following elements of the City of Bonita Springs Comprehensive Plan generally relate to and are consistent with the establishment of and exercise of the powers by the proposed District.

Land Use Element – One stated goal of this element explains that the Comprehensive Plan is to create a "balanced land use pattern that promotes a high quality of life and allows for a variety of land uses, densities and intensities and the preservation and stabilization of existing neighborhoods; encourages mixed use development; promotes an efficient transportation system; preserves the natural environment and economic vitality of the community; and, is consistent with the availability of essential services." The District can provide the desired services and facilities to this area in accordance with this goal.

Intergovernmental Coordination Element - One stated goal of this element is to "provide for efficient and effective coordination of provision of public services and land use by the City of Bonita Springs Special Districts including the School Board and private utilities and other units of local government not having regulatory authority over land use." The District will continue to be a vital link in this coordination process as a provider and maintainer of community

infrastructure, whose activities are coordinated with and are not inconsistent with plans and activities of related public and private agencies.

Capital Improvement Element – The goal of this element is to "to provide public facilities and services in the City of Bonita Springs adequate to serve the needs of both existing and future development." The proposed District will provide high quality public facilities consistent with this goal.

Furthermore, since Chapter 190, Florida Statutes, prohibits any community development district from acting in a way inconsistent with the local government's comprehensive plan, the exercising of any power must be done with the comprehensive plan in mind. Any construction activities of the District will require City permitting review under established procedures. Thus, the use of those powers granted to the District does not make it inconsistent with the City of Bonita Springs Comprehensive Plan.

It is my opinion, therefore, that with respect to the establishment of the proposed District, the proposed District will not be inconsistent with any applicable element or portion of the City of Bonita Springs Comprehensive Plan.

41. Does this conclude your testimony?

Yes, it does.

BEFORE THE CITY COUNCIL
CITY OF BONITA SPRINGS, FLORIDA

IN RE: Petition to Establish Vivid Shores)
Community Development District)
)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF LEE

I, Pat Butler, of Pulte Home Company, LLC, ("Affiant'), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Pat Butler and I am the Director of Land Development, for Pulte Home Company, LLC.

3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the City Council for the City of Bonita Springs relating to the establishment of the Vivid Shores Community Development District ("District") and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning the Petition, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed District.

7. No other corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 8th day of September, 2025.

Pat Butler

SWORN TO and SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 8th day of September, 2025 by the Affiant.

GENIE ELIZABETH BARKER
Notary Public - State of Florida
Commission # HH 638485
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

[notary seal]

(Official Notary Signature)

Name: Genie Barker

Personally Known ✓

OR Produced Identification _____

Type of Identification _____

TESTIMONY OF PAT BUTLER FOR THE ESTABLISHMENT OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Pat Butler and my mailing address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

2. By whom are you employed and in what capacity?

I am employed by Pulte Home Company, LLC, as the Director of Land Development.

3. Briefly summarize your duties and responsibilities.

Manage entitlement and land development for SWFL Division of Pulte.

4. Who is the petitioner in this proceeding?

The petitioner is Pulte Home Company, LLC ("Petitioner"), which is the business entity that will supervise the development of the area.

5. Are you familiar with the Petition to Establish the Vivid Shores Community Development District ("Proposed District") filed by the Petitioner on August 12, 2025 ("Petition")?

Yes. I assisted in the formulation of the Petition and accompanying documents and met with members of the consultant team we hired to prepare the filing. I also reviewed the Petition and accompanying documents.

6. Are there any changes or corrections to any of the documents attached to the Petition at this time?

No.

7. Please generally describe each of the documents attached to the Petition.

The Petition describes the Petitioner's request for establishment of a community development district. Attached to the Petition are the following exhibits:

Exhibit 1 includes a map showing the general location in which the Proposed District is located.

Exhibit 2 is a metes and bounds description of the boundaries of the Proposed District.

Exhibit 3 are the landowner consents executed by the landowners of one hundred percent (100%) of the lands to be included within the Proposed District.

Exhibit 4 is a map which depicts the future general development plan of the Proposed District with proposed land uses described for areas within the Proposed District.

Exhibit 5 includes maps that graphically depict the existing major trunk water mains and sewer connections and outfalls serving the lands within and around the Proposed District.

Exhibit 6 describes the proposed facilities and services for the Proposed District and the entity that will be responsible to construct, own and maintain the improvements. It also includes a summary of the estimated costs for constructing, installing or acquiring the facilities and services.

Exhibit 7 is the Statement of Estimated Regulatory Costs prepared by Special District Services, Inc.

Exhibit 8 is an authorization of agent form which authorizes Alyssa Willson to act as the agent for the Petitioner during these proceedings.

8. **Were these documents attached to the Petition prepared by you or under your supervision?**

Yes.

9. **To the best of your knowledge, is the general location map identified as Exhibit 1 to the Petition a true and accurate depiction of the general location of the Proposed District?**

Yes.

10. **To the best of your knowledge is the metes and bounds description included in Exhibit 2 to the Petition a true and accurate recitation of the land area to be included within the Proposed District?**

Yes.

11. **To the best of your knowledge, is Exhibit 3 true and correct copies of the Consents and Joinders to the Establishment of the Proposed District obtained from the owners of one hundred percent (100%) of the lands to be included within the proposed District in accordance with Section 190.005, *Florida Statutes*?**

Yes.

12. To the best of your knowledge, is the map identified as Exhibit 4 to the Petition a true and accurate depiction of the future general distribution, location and extent of public and private land uses of the Proposed District?

Yes.

13. To the best of your knowledge, does Exhibit 5 to the Petition include a true and accurate depiction of the existing major trunk water mains and sewer connections serving the lands within and around the Proposed District?

Yes.

14. To the best or your knowledge, is Exhibit 6 to the Petition a true and accurate recitation of the types of facilities and services presently expected to be provided within the Proposed District as well as the estimated costs for constructing, installing or acquiring the facilities and services for the Proposed District?

Yes.

15. To the best of your knowledge, is Exhibit 7 to the Petition a true and correct copy of the Statement of Estimated Regulatory Cost?

Yes.

16. To the best of your knowledge, is Exhibit 8 a true and correct copy of the authorization of agent form?

Yes.

17. Are you familiar with the area that is to be included within the Proposed District?

Yes, I am familiar with the general area and the site specifically.

18. Approximately how large is the Proposed District in acres?

The Proposed District is located entirely within the limits of the City of Bonita Springs ("City"), Florida, and covers approximately 1,294.95 acres of land.

19. What steps were taken with respect to filing the Petition with the City Council for the City of Bonita Springs?

On August 12, 2025, the Petitioner filed the Petition and exhibits with the City. Subsequently, the Petitioner submitted the $15,000 filing fee to the City. On August 12, 2025, the petitioner submitted the amended & restated Petition.

20. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons are Scott Brooks, Naomi Robertson, Laura Ray, Jason Sawyer, and Ned Dewhirst.

21. Do you know each of these persons personally?

Yes, I do.

22. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

23. Are there residential units planned for development within the Proposed District?

Yes. There are approximately 634 single-family residential units currently planned for development within the Proposed District.

24. Would you please describe the proposed timetable for development of land within the Proposed District?

The proposed timetable for the construction of infrastructure to develop the land is expected to occur over an estimated five (5) year period of 2025 to 2030.

25. Would you generally describe the services and facilities you currently expect the Proposed District to provide?

The Petitioner presently intends for the Proposed District to participate in the acquisition or construction of certain improvements including but not limited to stormwater management, potable water, wastewater, landscape and irrigation and offsite roadway improvements. Capital costs of these improvements, including associated contingencies and professional fees, will be borne by the Proposed District. The Petitioner's good faith estimation of the costs associated with the acquisition or construction of such improvements is itemized in Exhibit 7 to the Petition.

26. In general, what financing methods does the Petitioner propose for the Proposed District to pay for the anticipated facilities and services?

The Petitioner presently expects that the Proposed District will finance certain services and improvements through the issuance of tax-exempt bonds. The debt issued by the Proposed District is expected to be retired by "non-ad valorem" or "special" assessments

on benefitted property within the Proposed District. Ongoing maintenance and operational activities are expected to be funded by maintenance assessments.

27. Who will be responsible for paying the Proposed District's assessments?

Only property owners within the Proposed District will be responsible for paying assessments.

28. Will these Proposed District debts be an obligation of the City or the State of Florida?

No. Florida law provides that community development district debt cannot become the obligation of a county, a city, or the state without the consent of that government.

29. Why is the Petitioner seeking to have a community development district established for this area?

According to information provided by the Florida Department of Commerce, there are more than 700 active community development districts ("CDD(s)") in Florida. CDDs are an efficient, effective way to provide infrastructure and have become accepted in the marketplace of homebuyers.

From our perspective, the establishment of a CDD is logical for this project. It is a long-term, stable, financially secure entity. The Proposed District is a structured, formal entity, with the legal ability to respond to future changes in the circumstances and desires of its residents. Under Florida law, the Proposed District has access to the county tax collection mechanisms which helps ensure that the facilities will be maintained. In that sense, to us, it is preferable to a property owners' association.

Additionally, a CDD has the ability to enter into interlocal agreements with other government entities. These allow a CDD to work with other government entities to complete projects that benefit residents within the CDD boundaries while also assisting local governments in completing infrastructure necessary to serve growth.

In addition, the Proposed District has the financial capability to assist in the provision of necessary capital improvements sooner than might otherwise be the case. The City, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety, and general property enhancement.

Additionally, a CDD is the entity preferred by many regulatory agencies, including many water management districts, to operate and maintain the stormwater management and other similar systems. This is because the CDD is a perpetual entity, operating in open meetings, with the financial ability to ensure that the maintenance of these important environmental facilities and amenities is accomplished.

Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable way to ensure this needed infrastructure is maintained.

30. Does this conclude your testimony?

Yes.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 25-____

AN ORDINANCE ESTABLISHING VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, has petitioned the City Council of the City of Bonita Springs, Florida (the "City") to establish VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT; and

WHEREAS, the City Council (the "City Council"), after proper published notice, conducted a local public information-gathering ordinance hearing as required by law and finds as follows:

1. The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes; and all statements contained within the petition are true and correct.

2. The City has reviewed and approved the petition for establishment of the proposed district.

3. The costs to the City and government agencies from establishment of the district are nominal. There is no adverse impact on competition or employment from district establishment. The persons affected by establishment are the future landowners, present

landowners, the City and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from district establishment as the entity to manage and finance the statutory services identified. The impact of district establishment and function on competition and the employment market is marginal and generally positive, as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the district. Methodology is set forth in the economic impact statement on file. The statement of estimated regulatory costs of this petition on district establishment is adequate.

4. Establishment of the proposed district, whose charter is Section 190.006 - 190.041, Florida Statutes, was created by general law, is not inconsistent with the applicable local Comprehensive Plan or the State Comprehensive Plan.

5. The area of land within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

6. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

7. The community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

8. The area that will be served by the district is amenable to separate special district government.

9. The proposed district, once established, may petition the City Council for consent to exercise one or more of the powers granted by charter in Section 190.012(2), Florida Statutes.

10. Upon the effective date of this Ordinance, the proposed Vivid Shores Community Development District will be duly and legally authorized to exist and exercise all of its general and special powers as limited by law; and has the right to seek consent from the City for the grant of authority to exercise special powers in accordance with Section 190.012(2), Florida Statutes, without question as to the district's continued right, authority and power to exercise its limited powers as established by this Ordinance.

11. All notice requirements of law were met and complete notice was timely given.

THE CITY OF BONITA SPRINGS, HEREBY ORDAINS:

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

Section 2. District Name. The community development district herein established will be known as Vivid Shores Community Development District.

Section 3. Authority for Ordinance. This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing City ordinances.

Section 4. Establishment of Community Development District. Vivid Shores Community Development District is hereby established within the boundaries of the real property described in Exhibit “A” attached hereto and incorporated by reference.

Section 5. Designation of Initial Board Members. The following five persons are designated to be the initial members of the Board of Supervisors:

1.	Scott Brooks	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
2.	Naomi Robertson	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
3.	Laura Ray	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
4.	Jason Sawyer	2639 Professional Circle, Suite 101 Naples, Florida 34119
5.	Ned Dewhirst	6200 Whiskey Creek Drive Fort Myers, Florida 33919

Section 6. Statutory Provisions Governing District.

Vivid Shores Community Development District will be governed by the provisions of Chapter 190, Florida Statutes. In addition, the developer(s) of the land within the boundaries of Vivid Shores Community Development District, and any successors or assigns, shall include the disclosure statement contained in Section 190.048, Florida Statutes, in subsequent land purchase agreements.

Section 7. Conflicts and Severability.

In the event this Ordinance conflicts with any other City ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

Section 8. Effective Date. This ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this _____ day of _____, 2025.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	_____	Fitzpatrick	_____
Carr	_____	Fullick	_____
Corrie	_____	Purdon	_____
Gibson	_____		

Date filed with City Clerk: _____, 2025

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-227
September 17, 2025

ITEM TITLE: Approve an extension and revised term and fee arrangement with Gray Robinson for provisions of City Attorney services.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY:

BACKGROUND: In 2018, the City issued a Request for Letters of Interest and Qualifications for Legal Services (RFLIQ 18-04) and solicited responses from several firms in the selection of a new City Attorney. The City also established a selection committee of local attorneys who recommended the selection of Gray Robinson.

At the time of selection one of the City Council's primary concerns was budget and concerns over extensive legal fees in conflict with the City's government light model. Rather than a flat fee retainer or strict hourly proposal, Gray Robinson proposed a hybrid retainer / hourly program that proposed an annual retainer at less than half of the City's existing legal budget. Under the fee model Gray Robinson bills an hourly rate against a monthly retainer. Each budget year the firm and the City reconcile the amounts billed against the retainer and refund to the City 70% of any savings. This arrangement provides the City with budget consistency while incentivizing both the City and the firm to be efficient with legal resources.

Gray Robinson has not raised its rates since 2018. The proposed updated fees would raise the hourly rates from $225 per hour to $300 per hour. Additionally, a provision for the lesser of 3% or CPI will apply going forward for greater budget consistency over time. No change is proposed for the monthly retainer nor split in any savings received at the end of the year. Based on the City's existing utilization since 2018, it is Gray Robinson's belief that the City will continue to see significant savings and that the firm despite the updated rates.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Original RLIIQ engagement letter.
2. 2025 Engagement update.

REVIEWERS:

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

Derek P. Rooney | Derek.Rooney@gray-robinson.com | **D** 239.254.8455 | **M** 954.558.5049
12800 University Drive, Suite 260, Fort Myers, Florida 33907 | **T** 239.340.7979 | **F** 239.321.5334

September 11, 2025

Mayor Mike Gibson
9101 Bonita Beach Road SE
Bonita Springs, Florida 33135

Re: Engagement Update and Extension

Dear Mayor and Commission:

We are pleased that you have asked GrayRobinson, P.A. to continue to serve as your legal counsel. I appreciate the confidence you have placed in our Firm.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation:

The Firm shall be the City Attorney and shall provide the City with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by the City City Council and City Manager. In all instances, the scope of this representation shall be consistent with requirements of RFILQ 18-04, the Firm's response to that procurement, and all prior engagement terms not specifically revised herein.

Billing, Fees and Expenses:

Consistent with the Firm's original selection and fee arrangement for budgeting purposes the Firm would maintain the existing $300,000 retainer paid in monthly installments and billed against at the revised billing rates below consistent with the prior engagement terms (Exhibit "A"). These terms would include the Firm's reimbursement of 70% of all savings below the retainer amount. "Excluded Services" as the term is defined in Exhibit A will continue as provided therein.

Our Firm will charge for our professional services on an hourly basis at the rate of $300.00 for attorneys and $150.00 for paralegals. These rates are discounted from our standard hourly rates, which range from $1500 to $235 for attorneys, and my own current rate of $665. As a Board-Certified Attorney by The Florida Bar in City, County, and Local Government Law, I will perform most of the legal work on this matter. However, we may utilize other members of our Firm when, in our discretion, we deem it appropriate. Additionally, our professional hourly rates will automatically increase on October 1 of each year by the lesser of three percent (3%) or the change in consumer price index for all urban consumers for Tampa-St. Petersburg-Clearwater as of August of that year. When appropriate, we may charge a flat fee or premium for opinion memoranda issued in connection with a transaction. These fees will be disclosed in advance and are subject to renegotiation as requested by the **City of Bonita Springs**.

In addition to our professional services, we will bill **City of Bonita Springs** for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be

used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Nothing contained herein shall be construed in conflict with the Prompt Payment Act, section 218.70 et. seq., Florida Statutes, nor section 119.0701, Florida Statutes, as each may be amended from time to time. It is the intent of the parties for the Firm to provide legal advice to the **City of Bonita Springs**, not to act as an agent on its behalf. However, the Firm will comply with all provisions of section 119.011(2), Florida Statutes, as may be applicable.

Document Retention

In representing the City, our firm could be deemed to be a "contractor" under section 119.0701, Fla. Stat. In an abundance of caution, we have always compiled in such representations with the letter and spirit of Florida's Public Records Act, Chapter 119, Fla. Stat., including specifically section 119.0701(2), which requires that our firm:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

You should be aware of our document and file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. This period is twice as long as that provided under Florida law. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Michael.Sheffield@Cityofbonitasprings.org**; (239) 949-6248; 9101 Bonita Beach Rd. SE Bonita Springs, Florida 34135**

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred.

In addition, **City of Bonita Springs** and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of **City of Bonita Springs** and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Hendry County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to **City of Bonita Springs**. Our acceptance of your current representation will preclude us from accepting future representations adverse to **City of Bonita Springs** which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to **City of Bonita Springs** with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of **City of Bonita Springs**, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to **City of Bonita Springs**.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- Human Oversight: All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- Confidentiality: We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- Limitations of AI: While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- Client Consent: By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent **City of Bonita Springs**, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent **City of Bonita Springs** in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of **City of Bonita Springs** in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,

Derek Rooney, Esq.

The terms of this representation are accepted
this _____ day of _____, 20__.

_____

By: _____
Title: _____

Attached: Additional Understanding Regarding Representation
Privacy Policy

GRAY | ROBINSON
ATTORNEYS AT LAW

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DEREK.ROONEY@GRAY-ROBINSON.COM

September 13, 2018

VIA EMAIL AND US MAIL

Arleen Hunter, City Manager
9101 Bonita Beach Rd.
Bonita Springs, FL 34135

Re: Professional Legal Services RFLIQ 18-04 – Retainer Agreement

Ms. Hunter:

The law firm of GrayRobinson, P.A. (the "firm") is pleased to submit the following retainer agreement to provide legal services to the City of Bonita Springs. GrayRobinson would like to propose under both Option A – Fixed Retainer Plus Hourly Billing and Option C – Firm's Choice fee proposals as outlined in Section VI of RFLIQ 18-04 and detailed herein. The selection of either fee offering is entirely the City's, however in the firm's experience we believe Option C will provide the City with the greatest potential financial savings without lowering the level of legal services provided. This letter will serve as a proposed engagement agreement relating to the terms of our proposed representation of the City. This engagement letter specifically incorporates and adheres to the representations made by the firm in GrayRobinson's response to and the terms of RFLIQ 18-04 as well as the City's subsequent Request for Fee Proposals ("RFP").

Following the City Council's selection of GrayRobinson at its August 15th meeting and in consultation with you as City Manager, we collectively propose to retain the City's existing Assistant City Attorney Carly Sanseverino as a City employee. Ms. Sanseverino will devote half of her time to work on legal matters and half in service to the City Manager. As a consequence the firm has reduced its fee retainer to accommodate the savings expected under this arrangement.

Specifically, under both Option A and C, the "Services" covered by the retainer include, without limitation, all services described in Section V RFILQ 18-04 except for "Excluded Services". Excluded Services are limited to lobbying and litigation. Lobbying is defined as efforts to influence policy or the decision-making of state or federal officials which would otherwise require lobbyist registration at a state or federal level. Lobbying does not include regular

BSC-18-09-180

updates on legislative matters or attorney representation on behalf of the City before state agencies on permitting or other administrative matters. Litigation is defined as legal representation of the City in judicial proceedings or in any formal administrative proceeding conducted pursuant to state or federal law. Litigation would not include the supervision of outside counsel or participation in adversarial proceedings pursuant to local laws such as the Neighborhood Services hearings, internal City administrative appeals, or actions before the Lee County Hearing Examiner's Office.

Such Excluded Services will be invoiced separately and billed in 1/10 hour increments at the rate of $225 per hour for partners, $150 per hour for associates, and rates not to exceed $125 per hour for qualified paralegals or other professionals. Similarly, the aforementioned retainer does not cover certain litigation expenses such as extensive document management, exhibits, or informational technology resources utilized in discovery or trial preparation.

Under Option A, the firm would charge a fixed, flat retainer of $300,000 annually payable in equal monthly payments. Alternatively, under Option C the firm would similarly charge a retainer of $300,000 annually payable in equal monthly payments. However, in order to achieve the City's goal of significant cost-savings, GrayRobinson's fee arrangement will include certain incentives to ensure that both parties work towards the efficient use of legal services. This alternative fee incentive structure modifies Option A as follows:

1. GrayRobinson will track all work conducted under the retainer and submit detailed monthly invoices that include a description of the work, time spent, and the fees for Services setoff against the retainer (annualized).
2. All Services will be shown in 1/10 hour increments at the rate of $225 per hour for partners and $150 per hour for associates. Qualified paralegals and other professionals may also be utilized to reduce legal costs at rates not to exceed $125 per hour.
3. At the end of the City's fiscal year or the end of contract, whichever occurs first, GrayRobinson will reconcile the retainer with the actual work conducted.
4. Seventy percent (70%) of any underage below $300,000 will be refunded to the City, with the remainder retained by GrayRobinson as an incentive to be efficient in the provision of Services.
5. In the case of any overages above $300,000, all additional billings would be reduced by an additional thirty (30%) percent under the firm's already reduced government billing rates listed in paragraph 2 above.
6. As in Option A, Excluded Services are excluded from the retainer portion of the fee arrangement and will be billed seperately.

We believe that Option C provides the City with budget predictability while placing the primary burden of efficiency on GrayRobinson. Such a fee arrangement protects and incentivizes both parties. To illustrate, we currently anticipate the City's legal costs based on our review of past performance to be approximately $200,000. If at the end of that first year GrayRobinson is able to achieve the projected savings we would remit $70,000 dollars to the City and retain $30,000 which in turn would raise the effective billing rate for the firm in that year. Conversely, if the City unexpectedly has the need of extensive legal services then GrayRobinson would continue to provide services beyond the retainer albeit at a reduced rates.

Because we believe open communication and being proactive is key to legal services, particularly in coming from an in-house environment, there will be no charges against the retainer for telephone calls or emails between City staff or Councilmembers relating to City business. We will track communications and list the time spent on invoices for informational purposes only; we estimate the time value of such a communication discount at $5,000 monthly, or $60,000 annually. Additionally, the retainer includes all regular and customary expenses including all travel to the City or within Lee County as well as secretarial support, the use of legal research services, copies, faxes, long distance phone calls, and regular postage – such matters are considered firm overhead and the cost of doing business. Any out-of-area travel will require prior approval and must conform to the City's travel policies.

Because of the relatively large size of our firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you, which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, you and we agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you, with respect to matters not substantially related to the particular matters for which you have engaged our services. Where necessary GrayRobinson will inform the City immediately of any potential conflict or seek waivers in accordance with the Florida Bar Rules of Professional Conduct.

If the terms of this letter are accepted, GrayRobinson is prepared to take over legal operations for the City at the proposed start date of October 1st and thereafter our representation will remain terminable at will by the City Council. If for some reason GrayRobinson elects to terminate the relation we will give no less than 60 days' notice to allow the City to retain new counsel. At all times, I will be the primary attorney responsible for City matters and will attend all meetings of the Council and City Boards. As previously stated, we understand that communication is vital to maintaining an effective relationship and in addition to being available through included calls, emails, and office hours, I will provide a brief report at each Council and City Board meeting as to the current status of pending items and, where appropriate, submit written status reports to the City Manager and Council on all work being conducted by myself and other GrayRobinson attorneys on behalf the City. To ensure responsiveness we endeavor to respond to all calls and emails by end of day if received in the morning or by early the following morning for communications received in the preceding afternoon or evening. We also recommend utilizing a formalized legal request process to confirm requested issues are address comprehensively and in a timely matter – a sample form is attached.

Thank you for this opportunity and we look forward to beginning our relationship with Bonita Springs. If this meets with your approval, please indicate by signing this letter in the space provided below and electing the fee option.

GRAY | ROBINSON
ATTORNEYS AT LAW

Best Regards,

Derek Rooney
GrayRobinson, P.A.

The terms of this representation are accepted this 17 day of September, 2018.

Option A _____

Option B ✓

City of Bonita Springs

By: _____

Title: MAYOR

GRAYROBINSON

Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of $1^1/_2\%$ per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and any other matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

GRAYROBINSON

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-09-224
September 17, 2025

ITEM TITLE: Review and approve the City of Bonita Springs 2026 Legislative Priorities.

REQUESTOR: Arleen M. Hunter, City Manager and Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: #1 Improve Stormwater Management, #2 Transportation, #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, #6 Government Transparency, #7 Economic Development

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BACKGROUND:

Based on input and direction provided by Council Members at the Council meetings on August 20, 2025 and September 3, 2025, staff has produced a draft of the City's 2026 Legislative Priorities for review and approval.

Following approval, the priorities will be presented at the Lee County Delegation meeting scheduled for October 28, 2025, and utilized by the City's lobbyist, staff, and Council while advocating for the City throughout the 2026 legislative session.

STAFF RECOMMENDATION: Review and approve the City's 2026 Legislative Priorities.

ATTACHMENTS:

Draft City of Bonita Springs 2026 Legislative Priorities.

REVIEWERS:

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

City of Bonita Springs
2026 State Legislative Agenda

This document represents the 2026 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive, and new issues may arise or evolve that will require the Council's attention.

These issues are not ranked in order of priority. Council members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.

Legislative Priorities:

1. Improve Stormwater Management and Resiliency:

    a. SUPPORT legislation and policy that encourages and promotes the City's recovery from future active storm events by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.

    b. SUPPORT funding for stormwater improvements and flood reduction/mitigation projects within its municipal boundaries, as well as for projects in the region that directly benefit our community.

2. Improve Vehicle and Multimodal Transportation Networks:

    a. SUPPORT funding for projects that enhance transportation connectivity for pedestrian and bicyclists, as well as implementation of Complete Streets.

3. Environmental Protection:

    a. SUPPORT state initiatives that address the proliferation of harmful algal blooms, such as blue-green algae and red tide.

    b. SUPPORT recurring funding for conversion programs designed to move private septic tanks to modern sanitary sewer collection systems. SUPPORT greater flexibility for programs that address the costs incurred by residents connecting to sewer and proper abandonment of septic systems.

    c. SUPPORT legislative or state initiative programs, activities, or opportunities that will provide opportunities to acquire environmentally sensitive lands within the City's municipal boundaries.

    d. SUPPORT legislative grant opportunities and state programs to provide supplemental funding for the City's Beach Nourishment Program as a direct result of significant storm events.

DRAFT

4. Local Government:

    a. SUPPORT the preservation of local home rule and opposes any legislation, policies, or regulations that would impose unfunded responsibilities upon the City.

5. Bonita Estero Rail Trail (BERT) Funding:

    a. SUPPORT the acquisition of the Seminole Gulf Railway LP property, and the development, design and construction of the Bonita Estero Rail Trail project within the City limits of Bonita Springs and in its entirety. The trail will be developed as a multi-modal linear park for pedestrians and cyclists and ultimately become part of the Florida Gulf Coast Trail.

6. Storm Resiliency

    a. SUPPORT recurring renourishment of Bonita Beach.

    b. SUPPORT storm hardening through the undergrounding of electrical infrastructure along Bonita Beach Road, from US 41 to the beach, and at Marni Fields.

Legislative Appropriation Requests (projects not prioritized):

1. Emergency Response Center - Demolition of the old library building and construction of a storm-hardened emergency response center to support the City's emergency preparations, response, and recovery and Continuity of Operations - $4.8m

2. Paradise Road Bike Pedestrian Improvement Project - $6.5m

3. Bonita Beach Road/Imperial Parkway Gateway Aesthetic Improvement Project - $1.2m

4. Community Aquatic Facility Expansion - $5.0m

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-09-225
September 17, 2025

ITEM TITLE: Approve Request for Proposal of Audit Services (RFP 25-21) and the Audit Selection Committee.

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

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

The City is required to issue a Request for Proposal to select independent audit services and needs to do so for the upcoming fiscal year end.

We are required to appoint an Audit Selection Committee which should consist of members of the governing body. It is recommended that City Council serve as the selection committee.

The suggested timeline for the proposal submission is on October 9, 2025, with City Council ranking and approving a firm at a City Council meeting on October 15, 2025.

The attached Request for Proposal of Audit Services outlines the selection criteria and the process for submission by audit firms. Staff requests approval of the Request for Proposal and will commence the request for proposal process.

RECOMMENDATION: Approve Request for Proposal of Audit Services and the Audit Selection Committee

ATTACHMENTS: Request for Proposal of Audit Services (RFP 25-21)

REVIEWERS:

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

RFP 25-21	Due Date & Time: October 9, 2025 @ 2:00 p.m	Advertised Date: September 18, 2025
Contact Email: procurement@cityofbonitasprings.org	Title: Professional Auditing Services	Issue Date: September 18, 2025

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

Submit Request for Proposals to:
City of Bonita Springs
City Clerk
9101 Bonita Beach Rd, Bonita Springs, Florida 34135
Phone (239) 949-6262

The City of Bonita Springs (hereinafter referred to as "City") plans to engage a firm (hereinafter referred to as "Vendor") to provide **Professional Auditing Services**.

Before submitting Letters of Interest and Qualifications Statements, interested Respondents **must** obtain from the City a document package by downloading the documents from the City's website at www.cityofbonitasprings.org, under procurement tab. Please Note: If the document package is not obtained from the City, Letters of Interest **will not be accepted by the City.**

All proposals must be made on the Proposal Form furnished by the City. The Proposal Form must be properly signed. If you are interested in preparing a response to this RFP, the Vendor shall submit one (1) original three (3) copies and one (1) flash drive of their proposal along with all required attachments. Your response is considered a binding offer and shall remain a firm offer for a period not to exceed ninety (90) days from public opening. The vendor(s) will be required to enter into an agreement with the City using the City's forms.

If you have any immediate questions regarding the Specifications for intended work, or if you have procedural questions, please submit your questions in writing no later than five (5) days before proposal opening to procurement@cityofbonitasprings.org

Please submit **sealed** proposals for Professional Auditing Services to the above address on or before **October 9, 2025 @ 2:00 p.m.** No late proposals can or will be accepted.

The City reserves the right to formally amend or clarify the requirements of the proposal Specifications where it deems necessary. Any such addendum/clarification shall be posted to the City's website (www.cityofbonitasprings.org) prior to the deadline for submission of proposals. It is the sole responsibility of the Vendor to check the website for any project addenda.

The City reserves the right to reject any and all proposals, to waive defects in the form of proposal, re-advertise for proposals, also to select the proposal that best meets the requirements of the City.

There will be no pre-proposal conference for this project.

RFP 25-21	Due Date & Time: October 9, 2025 @ 2:00 p.m	Advertised Date: September 18, 2025
Contact Email: procurement@cityofbonitasprings.org	Title: Professional Auditing Services	Issue Date: September 18, 2025

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

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RFP 25-21	Due Date & Time: October 9, 2025 @ 2:00 p.m	Advertised Date: September 18, 2025
Contact Email: procurement@cityofbonitasprings.org	Title: Professional Auditing Services	Issue Date: September 18, 2025

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

Section I General Information and Scope of Work

A. General Information

The City of Bonita Springs Audit Selection Committee, pursuant to Chapter 218.391, Florida Statutes, is soliciting proposals from qualified firms of Independent Certified Public Accountants to audit the financial statements of the City for a five (5) year period beginning with FY 25, with a potential of one (1) three (3) year extension.

The audits are to be performed in accordance with generally accepted auditing standards, the provisions of the Federal Single Audit Act, the provisions of the Florida Single Audit Act, the State of Florida Rules of the Auditor General, and any other applicable rules or regulations.

The City's current Auditor is:

Ashley, Brown & Smith, CPA's
366 E. Olympia Avenue
Punta Gorda, FL 33950
941-639-6600

B. Other Information

Annual Comprehensive Financial Reports (ACFR) can be found here:

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

The City has received the Certificate of Achievement for Excellence in Financial Reporting every year since fiscal year 2009 and anticipates receiving it again for fiscal year 2025.

The City of Bonita Springs does not have a policy which would preclude a new contract awarded to the prior auditors.

The City's Finance Department utilizes Tyler-ERP Pro 10 (Encode) for its financial/accounting software.

C. Scope of Work

The audit shall include an examination of the financial statements of all accounts of the various funds of the City:

- General Fund
- Debt Service Funds
- Capital Project Funds
- Special Revenue Funds

On an annual basis, the selected audit firm shall provide the following:

- Independent Auditor's Report
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Independent Auditor's Report on Compliance for each Major Federal Program and State Project on Internal Control over Compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General
- Schedule of Expenditures of Federal and State Awards (if applicable)
- Schedule of Findings and Questioned Costs
- Independent Auditor's Management Letter
- Continuing education to the staff

The auditor shall also be responsible for performing certain limited procedures on management controls and adherence to the City's established investment policies, as required by state law. State and local laws require an annual audit of the financial records of the city. In addition, the selected firm shall also outline their practices of ensuring the security of data

provided or given access to by the City.

As part of the audit services, each year the selected audit firm will provide the City with one (1) original set of all financial statements, including footnotes and other required disclosures for the Annual Comprehensive Financial Reports (ACFR). The city will be responsible for the preparation of the letter of transmittal, Management's Discussion and Analysis, and the statistical section of the report.

All reports and documents must be completed and provided to the city in time to meet the GFOA deadline of March 31st of each year. The Certificate of Achievement for Excellence in Financial Reporting awarded by the GFOA is an important goal of the Finance Department and the City and obtaining that Certificate heavily relies on the timely completion of the audit.

The selected audit firm shall also provide the City with a pdf copy containing all reports and opinions issued by the audit firm.

D. BROADENED ENGAGEMENTS

Respondents may be requested to provide other types of services, collectively referred to as special projects, such as additional audits or reviews of specific areas such as the City's cost studies, and consulting services. The scope of the City's annual audit and other special projects can only be broadened with the express written consent of the City. The City retains the right to negotiate fees for work related to any broadened engagement.

E. QUALIFICATIONS

Contractors interested in performing these services must exhibit considerable relevant experience with auditing and specifically with governmental accounting and should emphasize both the experience and capability of those assigned personnel, who will actually perform the work.

Proposers, both corporate and individual, must be fully licensed for the type of work to be performed in the State of Florida at the time of RFP receipt. Licenses must remain current during contract term with the City. Professional License number(s) must be identified in all proposals. The proposal of any proposer that is not fully licensed and certified shall be rejected.

Proposers shall carry and provide the City proof of General Liability, Professional Liability, and Workers Compensation Insurance.

Section II Proposal Schedule

Tentative Schedule	
Task	**Date**
RFP Released to General Public	September 18, 2025
RFP Pre-Proposal Conference (if applicable)	N/A
Deadline for Questions by Interested Parties	October 2, 2025
Proposal Due Date and Opening	October 9, 2025
Evaluation and Selection	TBD
Presentations, if required	TBD
City Council or City Manager's Approval of Contract(s) *Needs to be at least three days from notice of selection	TBD

Section III General Instructions Regarding Proposal/Contract

A. Questions with RFP Interpretation

If the Vendor should be of the opinion that the meaning of any part of the RFP Document is unclear, obscure or contains errors or omissions, he/she should report such opinion to the Procurement Manager before the proposal opening date.

B. Term of Contract

It is anticipated a contract will be awarded for a five (5) year term to begin upon approval and execution by the City; with the opportunity for one (1) additional three (3) year renewal period when in the best interest of the City. Total contract length, including all renewals shall not exceed eight (8) years. The decision to renew or extend the Contract shall be at the discretion of the City.

C. Preparation and Format

Responses should be prepared simply and economically, and should provide straightforward and concise responses, which satisfy the requirements of this RFP. Emphasis should be placed on the completeness and clarity of the content.

D. Minimum Requirements and Information

IN THE EVENT THE VENDOR DOES NOT MEET THE MINIMUM REQUIREMENTS, THE VENDOR WILL BE FOUND NON-RESPONSIVE AND REMOVED FROM FURTHER CONSIDERATION. TO BE CONSIDERED RESPONSIVE, A PROPOSAL MUST CONTAIN THE FOLLOWING, REFERENCED BY NUMBER AND IN THE FOLLOWING ORDER:

1. A brief description of the respondent's work history and previous experience providing Professional Auditing Services.
2. Copies of business licenses, professional certifications, or other credentials, together with evidence that respondent, if a corporation is in good standing and qualified to conduct business in the State of Florida.
3. A description of similar projects completed by the respondent within the past five (5) years.
4. References with contact information (name, phone number, email address) from organizations that have used respondent's services for similar projects/installations within the last 12-18 months.
5. A detailed cost proposal, including hourly rates, any travel costs and other expenses.

The Vendor shall provide proof of the above minimum qualifications by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. Proposal Security

N/A

F. Cover Letter (Limited to Two Pages)

The cover letter shall include a brief statement which summarizes the contents of the proposal.

G. Goods and Services

Time for delivery of goods or performance of services is of the essence. Failure of Vendor to meet delivery schedules or deliver within a reasonable time, as interpreted by the City in its sole judgment, shall entitle the City to seek all remedies available to it at law or in equity. Vendor agrees to reimburse the City for any expenses incurred in enforcing its rights. Vendor further agrees that undiscovered delivery of nonconforming goods and services is not a waiver of the City's right to insist upon further compliance with all specifications.

H. Warranties

Vendor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, free from faults or defects and in accordance with the requirements, of the Contract Documents and any inspections, test or approvals necessary. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Vendor. All defective work, whether or not in place, may be rejected, corrected or accepted. Vendor is to assign any and all warranties or guarantees on equipment, materials, etc. to the City.

I. Scope of Work Conditions

Vendor shall have the sole responsibility of satisfying itself concerning the nature and location of the work and the general and local conditions, and particularly, but without limitation, with respect to the following: physical conditions at the work-site and the project area as a whole. The failure of the Vendor to acquaint itself with any applicable conditions shall not relieve Vendor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional compensation.

J. Pricing

Prices shall remain firm for the initial term of this Contract. Price adjustments are dependent upon budget availability and City Council approval. Surcharges will not be accepted in conjunction with this Contract, and such charges should be incorporated into the pricing structure.

K. Good Faith

By submission of this proposal, the undersigned, as Vendor, does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

L. Contract Documents

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines of Contents, and Indexes are used merely for convenience purposes):

1. Request for Proposal
2. Official Proposal Form
3. Contract and Sample Documents
4. General Conditions
5. Supplemental Conditions
6. Certificate of Insurance
7. All Addenda issued by the City prior to the receipt of proposals
8. All Change Orders or Amendments to the Contract that may be issued after effective date of Contract

M. Proposal Submittal and Delivery

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one (1)** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

Sealed proposals must be received and date stamped by the **deadline**. All proposals sent by courier service **must** have the RFP number and title on the **outside** of the courier packet.

Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** The City assumes no responsibility for proposals received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason.

Proposals shall be submitted and delivered to the address listed on **at the beginning** of this RFP document. For your convenience, **a solicitation label** has been provided to properly identify and affix to your RFP response.

Under no circumstances shall any part of, or pertaining directly to the Vendor's offer, be exposed on the outside of the proposal offer envelope.

N. Improper Identification and Timeliness

The City is not responsible for the failure of a Vendor or the Vendor's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

O. Withdrawal of Proposals

Proposals may not be withdrawn for a period of **ninety (90)** days after the public opening date.

P. Local Vendor Preference

See **Preference to Local Business Attachment** for information.

Q. Additional Information

The City reserves the right to accept item or group of items of this proposal, in part or in whole, unless the Vendor qualified his proposal by specific limitations.

The City reserves the right to award any item or groups of items to more than one vendor on any proposal unless otherwise noted in the proposal Specifications.

The City reserves the right to add related items and services upon negotiation of a satisfactory price by the City and Vendor.

Alternate proposals will not be considered unless authorized by the Invitation for RFP.

Unless waived by the City, vendors on any service related project, including construction, must be qualified and directly responsible for 80% or more of the solicitation amount for said work.

R. Protest Procedures

1. Any contractor that has submitted a formal bid to the City, who is adversely affected by an intended decision with respect to the award of the formal bid, shall file with the City's Project Manager a written "Notice of Intent to File a Protest" not later than Seventy-Two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the City with respect to the proposed award of the formal bid.

2. The "Notice of Intent to File a Protest" document shall identify the solicitation and state all grounds claimed for the protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the "Intent to File a Protest" shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

3. The "Notice of Intent to File a Protest" shall be received ("stamped in") by the City Clerk not later than 4:00 PM on the third working day following the posting date of the recommended award.

4. The affected party shall then file its Formal Written Protest within five (5) calendar days after the receipt of the "Notice of Intent to File a Protest".

5. The protesting party shall post a bond (bond, cashier's check, or letter of credit) in an amount equal to five percent of the firm's total bid/proposal or $10,000.00, whichever is less. Said bond shall be designated and held for the payment of any costs that may be levied against the protesting firm by the City Council, if the protest is deemed by the City Council to be a frivolous protest.

6. The formal written protest shall contain the following:
   a. Bid/proposal (RFB, RFP, or RFQ) solicitation number and title.

b. Name and address of the affected party and the title or position of the person submitting the protest.
c. A Statement of all claimed disputed issues of material fact. If there are no disputed material facts, the formal written protest must so indicate.
d. A concise statement of the facts alleged and the rules, regulations, statutes or constitutional provisions which entitle the affected party to relief.
e. All information, documents, other materials, calculations and any statutory or case law authority in support of the ground for the protest.
f. A statement indicating the relief sought by the affected (protesting) party.
g. Any other relevant information that the affected party deems to be material to the protest.

7. Strict adherence to the Protest Procedures is required for such protest to be considered.

8. FAILURE TO FOLLOW THE PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF BONITA SPRINGS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.

S. Changes to Scope of Work of Contract

The City may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Contract. Should any such change increase or decrease the cost of, or the time required for performance of the Contract, an equitable adjustment in the price and delivery schedule will be negotiated by the City and Vendor. Notwithstanding the foregoing, Vendor has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by Vendor must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

Section IV General Terms and Conditions

A. Fund Availability

Any contract resulting from this Solicitation is deemed effective only to the extent that funds are available. The City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act

Payments will be made pursuant to Florida Statutes §218.70, Local Government Prompt Payment Act.

C. Permits, Licenses, or Fees

In conformance with Florida Statutes §218.80, the permits/fees will be in with the Scope of Work, if applicable. All permits necessary for the prosecution of the work shall be obtained by the Vendor. The Vendor shall hold or obtain such vendors licenses, certifications and registrations as required by Florida Statutes and City and Lee County (if applicable) Ordinances, to perform the work specified in the Scope of Work at the time of proposal submittal.

D. Taxes

The Vendor is responsible for complying with the Florida Sales and Use Tax Law as it may apply to any and all of the work to be provided and performed pursuant to this Contract. The amount(s) of compensation set forth in the Contract or in any change orders or work orders authorized pursuant to this Contract shall be understood and agreed to include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the Contractor and of any and all of the sub-contractors or material suppliers engaged by the Contractor pursuant thereto.

Vendor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

E. Governing Laws and Venue

The Vendor shall comply with, and be governed by, the ordinances of the City, the laws of the State of Florida and applicable Federal statutes, rules, and regulations.

F. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit Attachment included with this RFP. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution. Vendor shall provide a list of any businesses and organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the City as a conflict of interest.

G. Additional Terms and Conditions

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the General and Special Conditions in this Solicitation are the only conditions applicable to this proposal and the Vendor's authorized signature affixed to the proposal signature section attests to this.

H. Liability

The successful Vendor shall act as an independent contractor and not as an employee of the City under any circumstance. The City will at no time be legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

I. Indemnification

To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act omission, error or default by the Contractor/Vendor/Consultant,

its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City.

The Vendor shall assume all risk and bear any loss, damage or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The Vendor agrees to repair restore or rebuild any damages he causes to any property of the City. He shall also assume all blame or loss by reason of neglect or violation of any state of federal law or municipal rule, regulation or order. The Vendor shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

J. Insurance Requirement

See Insurance and Bonding Requirements Attachment for details.

K. Public Entity Crimes and Scrutinized Companies

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to the City of Bonita Springs; may not submit a bid, proposal or reply on a contract with the City of Bonita Springs for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to the City of Bonita Springs; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Bonita Springs; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017, in CATEGORY TWO, for a period of thirty-six (36) months following the date of being placed on the Convicted Vendor List.

Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Florida Statutes §287.135, at the time of bidding on, or submitting a proposal for, the Contractor must certify that the company is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, or is engaged in a boycott of Israel.

Pursuant to Florida Statutes §287.135, if this bid or proposal is for goods or services of $1 million or more, the Contractor must certify that the company, as defined in the statute, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

The City of Bonita Springs may, pursuant to Florida Statutes §287.135, terminate any contract for goods or services of $1 million or more if the company is found to have submitted a false certification, been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

L. Equal Opportunity

Any Vendor who is a recipient of City funds, or who proposes to perform any work or furnish any goods under this proposal shall not discriminate against any worker, employee or applicant or any member of the public because of age, race, color, sex, religion, national origin, disability or marital status nor otherwise commit an unfair employment practice. The Vendor’s signature upon the Solicitation Response Form will be considered a certification of such fact.

M. Proposal Use by Other Agencies

The City encourages and agrees to the successful Vendor extending the pricing, terms and conditions of this

Solicitation or resultant contract to other governmental entities at the discretion of the successful Vendor.

N. Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively, about a project for which a firm has submitted a proposal. Firms and their agents are not to contact any members of the City's selection review team(s) for such purposes as meetings of introduction, luncheons, dinners, etc.

During the process, **from the posting of any Solicitation to final Council approval**, no firm or their agent shall contact any person at the City of Bonita Springs involved with selection review (including staff, consultants, advisory boards, if applicable, and the elected officials) in reference to this proposal, with the exception of the Project Manager handling the project. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

O. Attachments and Exhibits

All attachments are made a binding part of this Solicitation by this reference.

P. Employment Eligibility Verification (E-Verify)

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately. For additional information regarding E-Verify, visit the following website: www.uscis.gov/e-verify. See Affidavit Certification Immigration Laws Attachment.

Q. Standard Contract/Agreements

The City has developed standard contracts. The selected Vendor shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. A sample copy of this Contract is included with this RFP. The City will not be obligated to sign any maintenance contracts, service agreements or other documents provided by the Vendor.

This offer is subject to cancellation by the City without notice if not accepted by Vendor within fourteen (14) days of issuance. This contract (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the City on the face of this RFP. Each delivery of goods and services received by the City from Vendor shall be deemed to be upon the terms and conditions contained in this Contract.

No additional terms may be added and Contract may not be changed except by written instrument executed by the City. Vendor is deemed to be on notice that the City objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from Vendor, notwithstanding the City's acceptance or payment for any delivery of goods and services, or any similar act by Vendor. Modifications to the covenants, terms and provisions of the Contract shall only be valid when issued in writing as amendment or change order agreed to by both parties.

R. Occupational Safety and Health Administration (OSHA)

All contractors and subcontractors performing work or service for the City are required and shall comply with all OSHA, State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. The City has authorized OSHA representatives to enter any City facility, property and right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and Vendor.

S. Failure to Perform

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Contract immediately for cause; further the City may terminate this Contract for convenience with a thirty (30) days written notice. The City shall be sole judge of non-performance.

In the event the Vendor fails to perform any required services within the time schedules set forth under this Contract, the City reserves the right to obtain substitute performance. Further the City reserves the right to deduct the cost of such performance from the Vendor's monthly payments. The Project Manager reserves the right to deduct portions of the monthly invoiced amount for items not completed within the expressed time frame, even if the City did not obtain substitute performance. These funds would be forfeited by the Vendor. The City may also deduct or charge the Vendor for services or items necessary to correct the deficiencies directly related to the Vendor's non-performance.

Any waiver by the City or the breach of any provision of this Contract shall not be construed or deemed to be a modification of the terms of this Contract.

T. Force Majeure

Neither the City nor Vendor shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When Vendor has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this contract, Vendor shall immediately give notice thereof, including all relevant information with respect to what steps Vendor is taking to complete delivery of the goods and services to the City.

U. Public Records and Sunshine Law

Responses to this RFP are public records available for inspection pursuant to Florida Statutes §119.071(1) (b) and §286.0113. Please refer to Evaluation and Selection Criteria.

V. Additional Information

Vendor may not assign this Contract, nor any money due or to become due, without the prior written consent of the City. Any assignment made without such consent shall be deemed void. The Contract Document does not entitle any firm exclusive rights to City contracts. The City reserves the right to perform any and all available, required work in-house or by any means it so desires.

Section V Evaluation and Selection Criteria

The City of Bonita Springs' procedures for selection are as follows:

NOTE: It is the City's intention to award to a primary firm and secondary firm for these services.

A. Request for proposals received.

B. After the closing of proposals, the City shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.

C. Florida Statutes §119.071(1) (b) defines competitive solicitation by exempting from public inspection any sealed bids, proposals or replies received by the City until such time the City of Bonita Springs provides notice of intended decision or until thirty (30) days after opening the bids, proposals or final replies, whichever is earlier.

D. If applicable, Florida Statutes §286.0113 exempts selection committee discussions that can constitute negotiation strategies. During the specified time period, the records are exempt from review until the agency provides notice of the intended decision or until thirty (30) days after opening the bids, proposals or final replies. If there is a rejection of the proposals, the exemptions stays in place until an intent to award is issued for the reissue compared to solicitation or until the agency withdraws the reissued competitive solicitation, but no longer than twelve (12) months after the initial notice of rejection of proposals.

E. If applicable, all rankings will be available for review. The City, at its discretion, may schedule presentations from the top-ranked firm(s).

F. Proposals shall be reviewed and evaluated by the City's Audit Selection Committee based on the following criteria:

a) Mandatory Elements:
   1) The firm is independent and licensed to practice in Florida.
   2) The firm's professional personnel have received adequate continuing professional education within the preceding two years in accordance with the requirements of the Florida State Board of Accountancy and Government Auditing Standards.
   3) The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
   4) The firm adheres to the instructions in this Request for Proposal for preparing and submitting the proposal.

b) Technical Qualifications
   1) Firm and Assigned Staff Expertise and Experience.
      a. The firm's technical experience with local government units in the State of Florida.
      b. The professional competence of the audit team assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
      c. Information received from references regarding firm and assigned staff.
      d. Information from interviews, if requested of Firms, either in person or by telephone, if deemed appropriate by the Audit Selection Committee.
   2) Audit Approach.
      a. Overall audit approach.
      b. Adequacy of proposed staffing plan for the various segments of the engagement.
      c. Proposed audit schedule.
      d. Information received from references regarding the audit approach.

c) Total Compensation Proposed

G. Independent auditors are hired by, and report to, the Bonita Springs City Council. From the proposals received, the City's Audit Selection Committee will rank the firms submitting proposals and recommend in order of preference no fewer than three firms deemed the most highly qualified to perform the required services. City Council will then select one of the firms recommended by the Audit Selection Committee.

ATTACHMENT A

Proposal Form

TOTAL ALL-INCLUSIVE COST PROPOSAL
RFP 25-21 PROFESSIONAL AUDIT SERVICES

Provide a cost proposal containing a total all-inclusive price to perform the external audit engagement as described in this request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The selected auditor agrees not to exceed this amount.

	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
All-inclusive Fee for the audit of the Basic Financial Statements including services as identified in the scope of services section					

In the event that a single audit is required, as defined by the Florida Single Audit Act and/or Uniform Guidance at 2 CFR 200 subpart F (200.500), Auditor will negotiate the cost with the City prior to the start of the work.

Fees will be paid in payments based on the work completed. Invoices for fees or other compensation will be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

_____
Company's Name

_____
Signature of Authorized Representative

_____
Printed Name and Title of Signatory

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT B

Insurance and Bonding Requirements

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

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters etc.) upon the entire project, if required, to the full insurable value of the Scope of Work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

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

The General Liability Policy provided by Vendor to meet the requirements of this Solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

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

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

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

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

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Contract or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

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

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better of subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	**$**1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ **$**1,000,000 per occurrence, **$**1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City.
☒ Automobile Liability	☒ **$** 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
☐ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the Scope of the Work** ☐ Pollution **$** _____ Per Occurrence ☐ Professional Liability **$**_____ per claim and in the aggregate

☐ Umbrella Excess **$** _____ Per Occurrence

☐ Railroad Right of Way

☐ Railroad Protective Liability Insurance per occurrence limit of not less than **Two Million Dollars ($2,000,000)** and aggregate limits of **Six Million Dollars ($6,000,000)** to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your General Liability policy coverage to be $5,000,000. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage.

For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.

☒ Bid bond

Shall be submitted with bid response in the form of certified funds, cashiers' check or an irrevocable Letter of Credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

☐ Performance and Payment Bonds

If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.

☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED**, **INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

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

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

☒ Sign the Vendor's Insurance/Indemnification Statement on the next page.

ATTACHMENT B-1

Vendor's Insurance/Indemnification Statement

We understand the insurance/indemnification requirements of these Specifications and that the evidence of insurability may be required within seven (7) days of the award of this Solicitation.

Name of Firm _____ Date: _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT C

Affidavit Certification Immigration Laws

PROPOSAL NO.: RFP 25-21 **PROJECT NAME**: **Professional Auditing Services**

IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants/Vendors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant/Vendor and assigned by the Contractor/Consultant/Vendor to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant/Vendor acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant/Vendor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant/Vendor the original necessary document(s) to prove identity and employment eligibility.

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

COMPANY NAME: _____

_____ _____ _____
Signature Title Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day

of _____, 20___, by _____,

who is personally known to me, or has produced _____ as

identification and who did (did not) take an oath.

Notary Public Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

*****See Attachment C-1 if qualified for E-Verification Exemption*****
PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT C-1

Affidavit for E-Verification Exemption
Individuals without Employees

I, (please print) _____, being sworn, certify that the following statements are true:

1. I am an individual service provider hired for the following Bonita Springs' project or contract: _____ _____.
2. No one else will be hired to perform the work.
3. In the future, should I retain any employees or additional assistance to perform work for the City of Bonita Springs, I agree to use E-Verify to verify the employees eligibility to work status of any person hired by me who is assigned by me to perform work for the City, and meet all other terms of the Immigration Reform and Control Act of 1986.
4. This Affidavit is provided as a contractual requirement to contract with the City of Bonita Springs.

Affiant sayeth further naught.

Date: _____ _____
Signature of person signing affidavit

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____day of_____, 20___,

by _____, who is personally known to me or who has

produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped
Title or Rank
Serial Number, if any

ATTACHMENT D

Solicitation Response Form

FROM: _____

City of Bonita Springs
Bonita Springs, Florida

RE: RFP 25-21 Professional Auditing Services

Dear Sir or Madam:

The undersigned, as Vendor, hereby declares that he has examined the Scope of Work and Special Conditions and informed himself fully in regard to all conditions pertaining to the work to be done for safety equipment and supplies as per the attached Specifications. The Vendor further declares that the only persons, company or parties interested in this Contract to be entered into as principals are named herein; that this proposal is made without connection with any other person, company or companies submitting a proposal; and it is all respects fair and in good faith, without collusion or fraud. The Vendor certifies that this proposal shall not discriminate against any worker, employee or applicant or any member of the public because of age race, color, sex, religion, national origin, disability or marital status nor otherwise commit an unfair employment practice.

The Vendor further certifies that he has familiarized himself with the Federal, State and Local laws pertaining to the type of work proposed. The Vendor proposes and agrees, if this is accepted, to Contract with the City in the form of Contract specified, to furnish work in full, in complete accordance with shown, noted, described and reasonably intended requirements of these RFP documents and all Addenda hereto.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the Specifications of the City of Bonita Springs.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20___ in the City of _____, in the State of _____.

_____
Firm's **Complete Legal** Name

_____
(Address)

_____
(City, State, ZIP)

Phone No. _____

_____
Fax No. _____

Check one of the following:
- ☐ Sole Proprietorship
- ☐ Corporation or P.A. State of _____
- ☐ LLC or Other
- ☐ Limited Partnership
- ☐ General Partnership

By: _____
Typed and Written Signature

_____
Title

Solicitation Response Form – Page 2
Additional Contact Information

Send Payments To:
(REQUIRED ONLY if different from above)

_____
(Company Name used as Payee)

_____
(Address)

_____
(City, State, ZIP)

Contact Name _____ Phone No. _____

Title _____ FAX No. _____

Email address: _____

Office Servicing City of Bonita Springs Account /Place Orders/Request Supplies
(REQUIRED ONLY if different from above)

_____
(Address)

_____
(City, State, ZIP)

Contact Name _____ Phone No. _____

Title _____ Fax No. _____

Email Address: _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT E

Preference to Local Business

Per section 15 of the City of Bonita Springs Code §36.32:

The City shall give preference to local businesses in the following manner:

(1) "Local Business" defined.
Local business means the vendor has paid the requisite business license tax issued by Lee County at least one (1) year prior to do business in Bonita Springs, with a physical business address located within the limits of Bonita Springs. Post Office Boxes are not a physical address. Vendors must advise they are a local business at the time of submitting their bid or proposal to be eligible as a "local business".

(2) Under any such applicable solicitation, bidders / vendors desiring to receive local preference will be invited and required to affirmatively state their status as a local business. Except where federal or state law, or any other funding source, mandates differently, the City will give preference to local businesses in the following manner:

(a) Competitive bid (local price match option). When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local business is within ten percent (10%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive bidder within three working days of the bid opening. If the lowest local bidder submits an offer that fully matches the lowest bid from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the non-local business.

b) Request for proposals, qualifications or other submittals and competitive negotiation and selection. For all purchases under the Competitive Negotiations Act (Florida Statutes § 287.055) and section 7 of this Ordinance, the RFP solicitation may include a weighted criterion for local preference that equals ten percent (10%) of the total points in the evaluation criteria published in the solicitation.

(3) The application of Local Preference to a particular purchase or contract may be waived upon approval of the City Council or City Manager (under $50,000 threshold for purchasing authority).

(4) The preference does not prohibit City Council to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

(5) Reciprocity. In the event Lee or Collier County, or any municipality ("local government") within Lee or Collier County extends preferences to local businesses, City Council may enter into an interlocal agreement with such local government to award the preference to vendors of that specific local government. In no event shall the preference accorded other local government firms exceed the amount of preference that such local government extends to Bonita Springs firms competing for its contracts.

☐ **Eligible for and claiming Local Preference (physical location in Bonita Springs or through reciprocity with Lee or Collier County)**

_____ _____

Signature **Date**

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT F

Proposal Security Form – NOTE: Security NOT Required.

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Proposer's Name)
as Principal, and _____a Corporation licensed to do business
(Surety's Name)
under the laws of the State of Florida as a Surety, are held and firmly bound unto The City of Bonita Springs, a Florida Municipal Corporation, in the SUM OF _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____ 20____.

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

Professional Auditing Services

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the City and provide other Insurance as may be required to the City within seven (7) calendar days after the written Notice of Award date, or within such extended period as the City may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said City in money the difference between the amount of the Proposal of said Principal and the amount for which said City may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said City if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the City of Bonita Springs that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal: _____(SEAL)
(Principal)

_____
(By)

Witness as to Surety: _____(SEAL)
(Surety's Name)

_____
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

ATTACHMENT G

Vendor Checklist and Solicitation Label

Please read carefully. Vendor should check off each of the following items as the necessary action is completed:

☐ The proposal has been signed.
☐ All applicable forms have been signed and included, along with licenses to complete the requirements of the project. Please place attachments in the following order when submitting:

Required proof of qualification documents
Attachment A
Attachment B-1
Attachment C or C-1 (whichever is applicable)
Attachment D
Attachment G
Attachment H
Attachment I

☐ Any addenda have been signed and included.
☐ One (1) original, Three (3) copies, and one (1) flash drive have been included.
☐ The **mailing envelope must be sealed and the mailing label (see below)** has been attached to the envelope.
☐ The proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise proposal cannot be considered.)

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

DO NOT OPEN - Sealed Solicitation - DO NOT OPEN

Solicitation #: RFP 25-21 Title: Professional Auditing Services
Solicitation to be opened on: October 9, 2025 AT 2:00 P.M.

Firm: _____

Address: _____

City, State, Zip: _____

Telephone / Fax: _____

Email: _____

Representative Signature: _____

Representative Name: _____ **Date:** _____

Deliver To: City Clerk
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Attachment H

Contract Sample
CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this Enter day day of Enter month, Enter year, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Enter vendor (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Professional Auditing Services, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Bonita Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT
The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Lee County and in the City of Bonita Springs, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the City to consider the development and issuance of a change order to provide for a change to, or additional services to the services set forth in this Agreement.

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

Neither review, approval, or acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.04 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

3.05 SCRUTINIZED COMPANIES STATEMENT

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

3.06 NOT TO DIVULGE CERTAIN INFORMATION

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

3.07 ADDITIONAL SERVICES

Should the City request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.08 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.09 IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s)

shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE-TO-PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with insurance and E-Verify requirements, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Date of the last signatory will be the Notice-to-Proceed date.

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party: or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 7.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

ARTICLE 9.00-INSURANCE

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

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

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

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

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

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

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

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

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

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

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

a. Keep and maintain public records required by the City to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

d. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e. The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f. A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

g. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESGIN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**

h. If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 13.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager if waived by City:

Lisa Griggs Roth, Finance Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

14.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record if waived by Consultant:

Enter consultant's name
Enter consultant's address
Enter city, state and zip code
Telephone Number: Enter consultant's phone number
Fax Number: Enter consultant's fax number
ATTENTION: Enter project director's name

14.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 15.00-TERM

This Agreement is effective as of Enter date. Term of contract is five (5) years; with the opportunity for one (1) additional three (3) year renewal period when in the best interest of the City. Total contract length, including all renewals, shall not exceed eight (8) years. The decision to renew or extend the Contract shall be at the discretion of the City.

ARTICLE 16.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

ARTICLE 17.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

ARTICLE 18.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 19.00-CONTRACT PROVISIONS

All contracts shall contain the following provisions as applicable.

19.01 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The City, by written notice to the Consultant, may terminate this Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so. In the event of termination, the Consultant will not incur any new obligations for the terminated portion of the Agreement after the Consultant has received notification of termination.

If the Agreement is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the Consultant.

19.02 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prvision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed an remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor or as otherwise provided by law.

(8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 4, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the Consultant my request the Untied States to enter into such litigation to protect the interests of the United States.

19.03 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that not laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements doe not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.04 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:
Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

19.05 ENERGY POLICY AND CONSERVATION ACT:
Consultant must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

19.06 SUSPENSION AND DEBARMENT:
This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

This certification is a material representation of fact relied upon by City of Bonita Springs. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Bonita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.07 BYRD ANTI-LOBBYING AMENDMENT:

Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

19.08 RECORDS:

Consultant shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

19.09 RECOVERED MATERIALS:

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, De. 26, 2013, as amended at 79 FR 75855, De. 19, 2014].

19.10 REMEDIES:

In the event the Consultant fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days, exercise any one of more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Consultant refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Consultant to reimburse the City for the amount for costs incurred for any items determined to be ineligible.

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies that may be otherwise available under law or inequity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Consultant.

This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY CLERK

DATE

CITY OF BONITA SPRINGS:

AUTHORIZED SIGNATURE

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

ATTEST:

Witness

Witness

CONSULTANT:

AUTHORIZED SIGNATURE

TITLE

DATE

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services
Error! Reference source not found.

Date: Enter date

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

Section 2 Tasks

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

EXHIBIT B

Compensation and Method of Payment
Professional Auditing Services

Date: Enter date

Section 1 Basic Services/Task(s)

The City shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
TOTAL		$ 0.00		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
Professional Auditing Services

Consultant's Personnel Hourly Rate Schedule*

Date: Enter date

Should it be mutually agreed to base compensation for additional services on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained below.

CONSULTANT OR SUB-CONSULTANT NAME: Enter vendor
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate	(3) Multiplier***	(4) Hourly Rate To Be Charged (Column 2x3)
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00

*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant listed in Consultant's Associated Sub-Consultant(s) and Subcontractor(s).

**NOTE: Direct Payroll Hourly Rate means the actual gross hourly wage paid.

***NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs and profit.

EXHIBIT C

Time and Schedule of Performance
Professional Auditing Services

Date: Enter date

This Exhibit establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in the Scope of Professional Services. The Times and Schedule of Performance set forth hereinafter is established pursuant to Time and Schedule of Performance.

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Professional Auditing Services

Date: Enter date

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

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

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

EXHIBIT E

Project Guidelines and Criteria
Professional Auditing Services

Date: Enter date

The City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

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

Item No. 1

EXHIBIT F

Truth in Negotiation Certificate
Professional Auditing Services

Date: Enter date

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the **Error! Reference source not found.**.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the Consultant, doing business as:

Company Name: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

Notary Public Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

EXHIBIT G

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	**$**1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ **$**1,000,000 per occurrence, **$**1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	☒ **$** 1,000,000 Each Occurrence; Bodily Injury & Property Damage. Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft **$** Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY** ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work**

	☐ Pollution **$** Per Occurrence ☒ Professional Liability **$ 1,000,000** per claim and in the aggregate ☐ Umbrella Excess **$** Per Occurrence
☐ Railroad Right of Way	☐ Railroad Protective Liability Insurance per occurrence limit of not less than **Two Million Dollars ($2,000,000)** and aggregate limits of **Six Million Dollars ($6,000,000)** to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your General Liability policy coverage to be $5,000,000. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with The City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED**, **INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

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

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to The City of Bonita Springs.

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

_____
Company Name

_____
Unique Entity ID # (from SAM.gov)

_____ _____
Signature Date

_____
Print Name

_____
Street Address

_____
City State Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT I

Drug-Free Workplace Certification

The undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in a workplace;
   b. The person's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug violation;

3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;

4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Vendor Signature	**Date**
Vendor Name	**Company Name**

Attachment I

Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Project Manager, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name: _____

Title of Signatory: _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following identification

_____.

_____
Notary Public

My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT J

Statement of Experience of Vendor

The Vendor is required to state below what work of similar magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Contract.

PROJECT AND LOCATION	PROJECT SIZE AND CONTRACT AMOUNT	REFERENCE
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

Dated _____ _____
Vendor

By: _____

ATTACHMENT K

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

ATTACHMENT L

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(3) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(4) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

_____ _____
Company Name Unique Entity ID # (from SAM.gov)

_____ _____
Signature Date

_____
Print Name and Title

_____
Street Address

_____
City, State, Zip

For City of Bonita Springs use only

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

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT M

Scrutinized Companies & Foreign Countries of Concern Statement

SWORN STATEMENT UNDER SECTION 287.135(5) and SECTION 287.138(2) (a)-(c), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for **RFP 25-21 Professional Auditing Services**

2. This sworn statement is submitted by_____ whose business
[Name of entity submitting sworn statement]

address is_____and (if

applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that “Boycott of Israel” as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that “foreign country of concern” as defined in section 287.138(1) (c), Florida Statutes, means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

8. I understand that “local governmental entity” as defined in section 287.135(1) (d) and section 287.138(1) (d) means a county, municipality, special district, or other political subdivision of the state.

9. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

☐ **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

☐ **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ **Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

☒ **Foreign Country of Concern (bid, proposal or contract renewal for any amount)**

[ ] The entity submitting this sworn statement does not have a "controlling interest" regarding any of the countries on the Foreign Country of Concern list.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

The City will follow Florida Statute §287.138. If the City determines this Vendor has a controlling interest with a "foreign country of concern" as listed herein after the contract is executed, the contract may be terminated by the City by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

_____ _____

AFFIANT Typed Name of AFFIANT

_____

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20_____,

by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to

execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

RFP 25-21	Due Date & Time: October 9, 2025 @ 2:00 p.m	Advertised Date: September 18, 2025
Contact Email: procurement@cityofbonitasprings.org	Title: Professional Auditing Services	Issue Date: September 18, 2025

Respond To: City of Bonita Springs, City Hall, 9101 Bonita Beach Rd., Bonita Springs, Florida 34135
Phone: (239) 949-6262

For City of Bonita Springs use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____ Date:_____
Print Name

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-09-226
September 17, 2025

ITEM TITLE: Presentation of the Community Development Monthly Activity Report for August.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen City Finances; 6) Government Transparency & Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will provide the monthly business activity report for August, 2025.

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

1. Community Development Monthly Activity Report – August 2025.

REVIEWERS:

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

Monthly Report

Community Development

Prepared for:

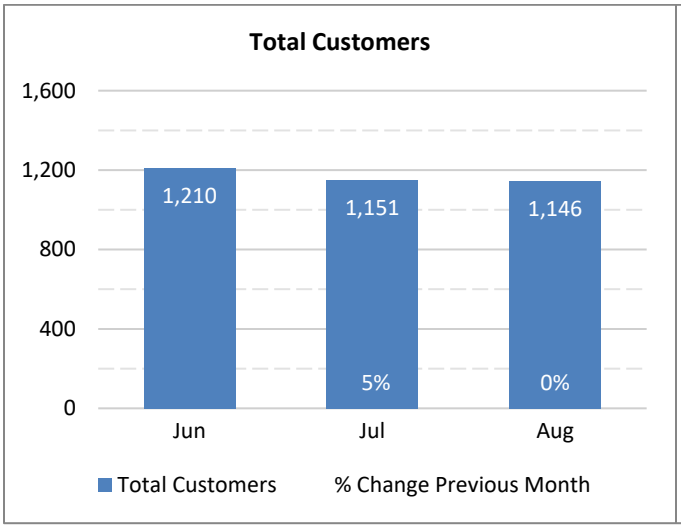
City of Bonita Springs Florida

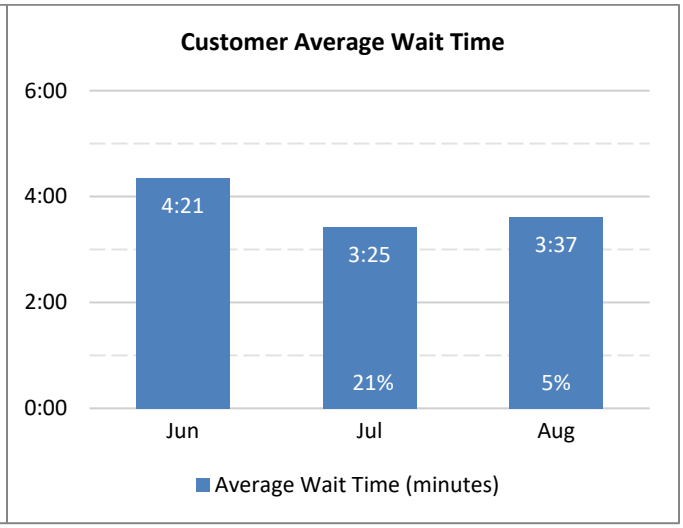
August 2025

Prepared by:

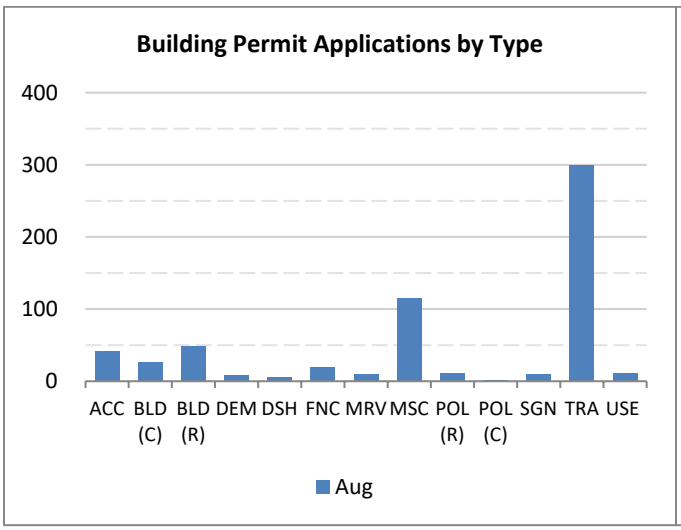
JACOBS

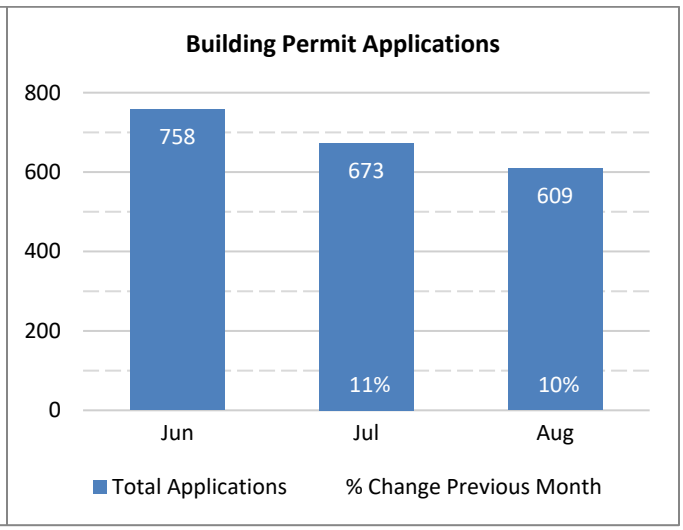
A. PERMIT COUNTER

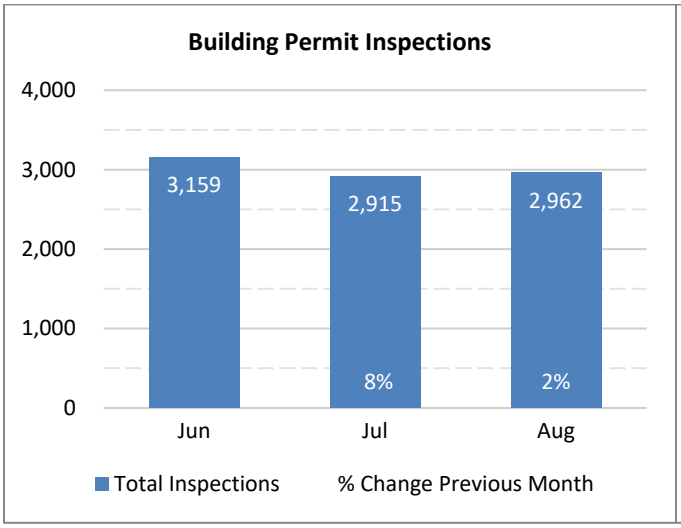


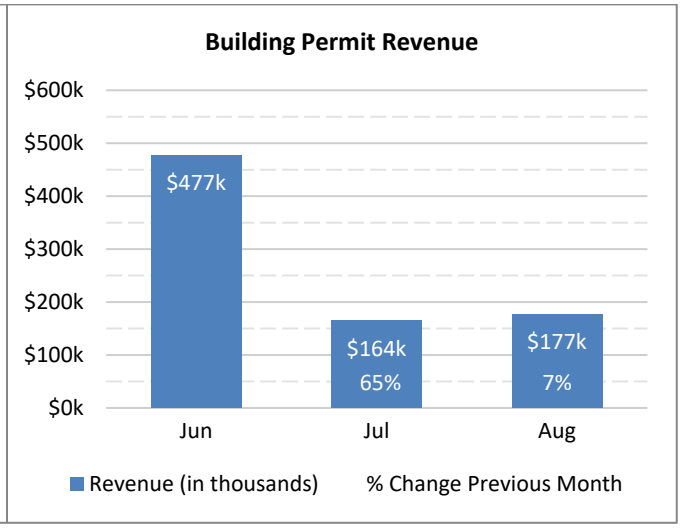


B. BUILDING DEPARTMENT









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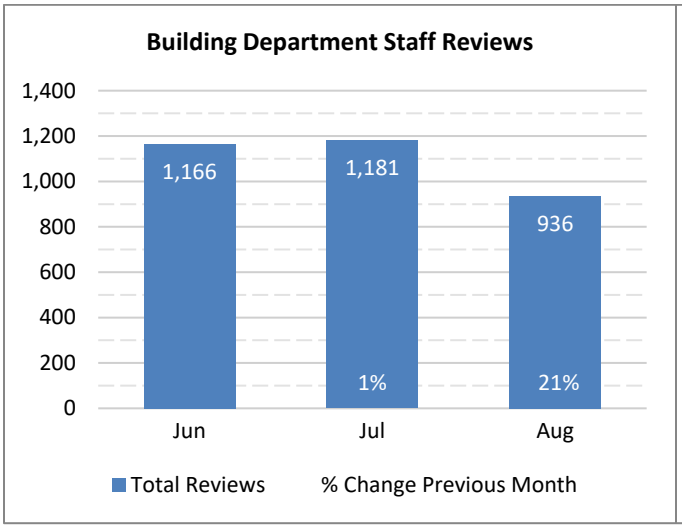
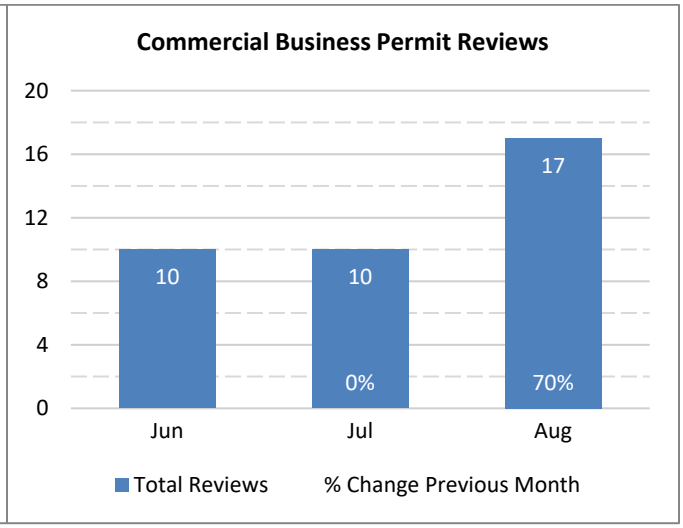
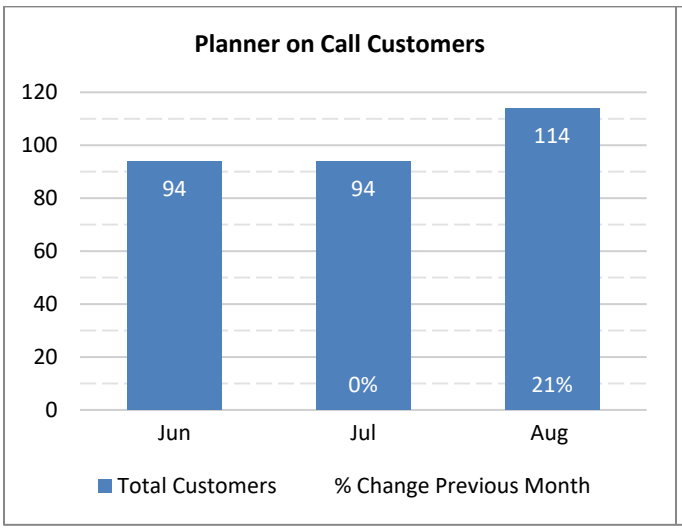
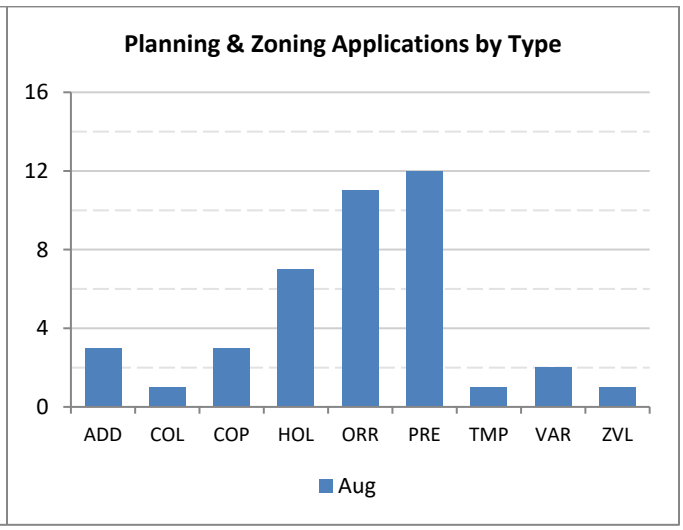
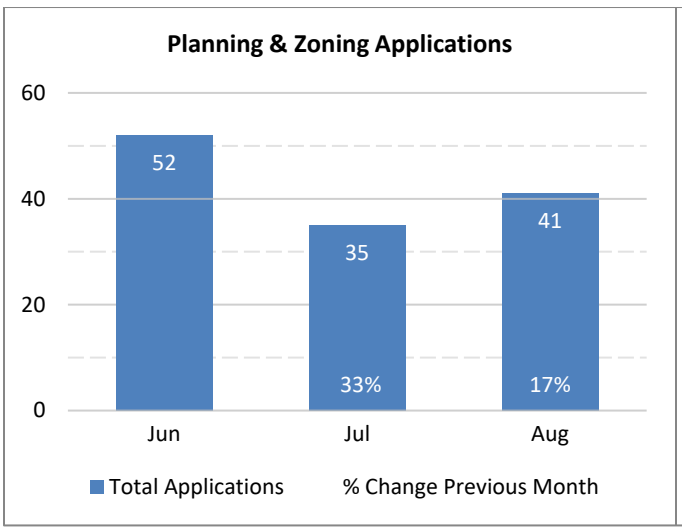


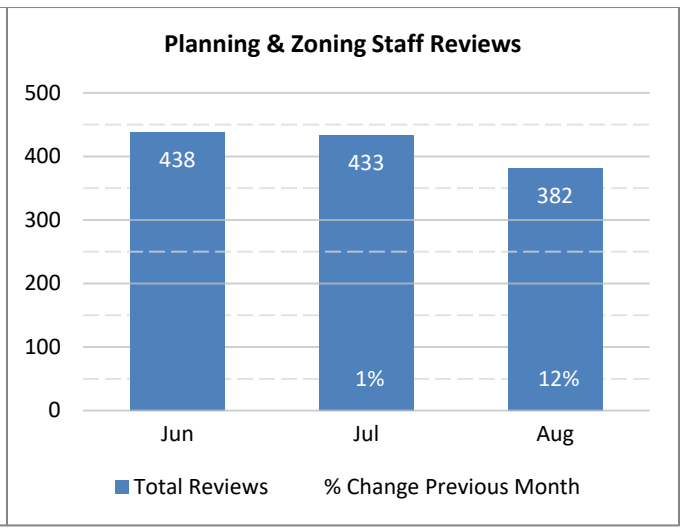


C. PLANNING & ZONING DEPARTMENT









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D. DEVELOPMENT SERVICES DEPARTMENT