

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

APRIL 13, 2023

The meeting will be held at:
Anchor Christian Church, 11651 E. Terry Street, Bonita Springs, FL



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Bonita Landing Community Development District

Board of Supervisors

Christopher Applegate, Chairman
 Alex Hinebaugh, Vice Chairman
 Carolyn Heim, Assistant Secretary
 Andrew Brignoni, Assistant Secretary
 David Negip, Assistant Secretary

Justin Faircloth, District Manager
 Greg Urbancic, District Counsel
 , District Engineer

Regular Meeting Agenda

Thursday, April 13, 2023 – 1:00 p.m.

**The meeting will be held at the Anchor Christian Church, 11651 E. Terry Street,
 Bonita Springs, Florida**

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- 1. Call to Order/Roll Call**
 - A. Letter of Resignation from Mr. Alex Hinebaugh
- 2. Approval of Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Consideration of Resolution 2023-06, Appointing and Fixing the Compensation of the District Manager**
- 5. Consideration of Resolution 2023-07, Appointing and Removing Officers of the District**
- 6. Consideration of Resolution 2023-08, Directing the District Manager to Appoint Signors on the Local Bank Account**
- 7. Consideration of Resolution 2023-09, Designating the Primary Administrative Office and Principal Headquarters of the District**
- 8. Consideration of Resolution 2023-10, Designating a Registered Agent and Registered Office of the District**
- 9. Consideration of Response to Request for Qualifications (RFQ) for Engineering Services**
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: Johnson Engineering, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
- 10. Old Business**
- 11. New Business**
 - A. Consideration of Contract for Website Auditing, Remediation, & Maintenance Services

12. **Staff Reports**
 - A. **Manager's Report**
 - i. Approval of Minutes of February 9, 2023 Meeting
 - ii. Acceptance of January 2023 Financial Statements
 - B. **Attorney's Report**
 - C. **Engineer's Report**
13. **Supervisor Requests**
14. **Audience Comments**
15. **Adjournment**

THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 11, 2023 AT 1:00 P.M.

To whom it may concern,

Please let this letter serve as notice of my intent to resign from my position as Vice Chair of the Bonita Landing Community Development District effective immediately.



Alex Hinebaugh

Fourth Order of Business

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonita Landing Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a “**District Manager;**” and

WHEREAS, the Board has determined that the appointment of a District Manager is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT:

- 1. Approval of District Management Agreement.** Inframark, LLC is appointed as District Manager and shall be compensated for their services effective April 1, 2023 in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.
- 2. Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Adopted this _____ day of _____, 2023

Attest:

Bonita Landing Community Development District

Secretary/Assistant Secretary

Chair of the Board of Supervisors

MANAGEMENT SERVICES MASTER AGREEMENT

This **Management Services Master Agreement** (the “**Agreement**”) is made a s o f this 1st of April, 2023 (“**Commencement Date**”), between:

- 1) **BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT**, a community development district with its principal place of business at 210 North University Parkway, Suite 702, Coral Springs, Florida 33071 (hereinafter the “**District**”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the “**Service Company**”).

BACKGROUND

The District desires to procure management services required for the District as set forth in **Schedule A** attached to this Agreement (“**Services**”) and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be as of the Effective Date and shall continue through March 31, 2024 (“**Initial Term**”), unless terminated pursuant to the provisions of this Section 1. Thereafter, this Agreement shall automatically be extended for additional one (1) year periods pursuant to the terms hereof (an “**Annual Renewal Term**”) unless otherwise terminated pursuant to the provisions of this Section 1 or either party provides written notice of non-renewal to the other party no later than sixty (60) days prior to the expiration of the Term or Annual Renewal Term, as applicable.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the need for the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure, and thereafter completes the cure within ninety (90) days.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 This Agreement may be terminated by either party without cause at any time during the Term or any Annual Renewal Term by giving the other party at least sixty (60) days’

prior written notice of termination.

1.5 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.6 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY’S SERVICES

2.1 The Service Company shall provide the services as set forth in **Schedule A** attached to this Agreement (the “**Services**”).

2.2 The District is an established and previously operating entity on the date of this Agreement and the parties acknowledge that the District previously made available to the Service Company the following records:

- 2.2.1. All financial books and records of the District;
- 2.2.2. All bank statements of all accounts of the District;
- 2.2.3. Copies of all contracts and agreements to which District is a party;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents except to the extent any of said document was created by Service Company and except to the extent resulting from the negligence or willful misconduct of the Service Company in the use of said documents.

2.3 The Service Company may offer and/or the District may request, that additional services be provided under this Agreement. If the Service Company and the District agree upon a change in the scope of services to be provided under this

Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both parties and will be invoiced in accordance with this Agreement.

2.4. In performing the services, the Service Company may rely on information supplied by the District and third-parties to the extent practical, and shall not be required to independently verify the accuracy and completeness of such information; provided, however, if the Service Company is aware of inaccuracies in the information, the Service Company shall advise the District in writing. In addition, when in the course of its duties the Service Company participates in the accumulation of information developed by others necessary for use in documents required by the District, the Service Company will be responsible for taking reasonable steps to verify the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services like the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company’s provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company’s employees may include licensed attorneys and engineers, the District acknowledges that the Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. The Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District’s legal counsel.

2.7. The Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. INTENTIONALLY DELETED.

3) DISTRICT OBLIGATIONS

3.1. The District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3 Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District’s failure to comply with

any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company’s fault or negligence.

3.3 The District represents and warrants that:

3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply in all material respects with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. As of the Commencement Date of this Agreement, there is no outstanding litigation, arbitration or other dispute to which the District is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Board of Supervisors (“**Board**”) (except as otherwise provided by law), and no Director shall act independently unless authorized by a Board Resolution or other action of the Board that empowers him/her to make specific decisions independently or spend funds within a specified dollar range. All Board decisions, except as otherwise permitted by law, will continue to be made through formal Board meetings attended by the Service Company and documented in the specific Board meeting minutes. If no liaison is named for communications with the Service Company on a partial matter, it shall be deemed to be the Chairman. Notwithstanding anything in this Agreement to the contrary, each party is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the other party or any third-party as a result of a data security breach or other cyber security breach to the party’s computer systems, operating systems, and all other technological or information systems, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of the other party’s negligence or willful misconduct.

4) FEES AND PAYMENT

The District shall pay the Service Company the Total Annual

Base Fee as set out in **Schedule B.**, Section I. The Total Annual Base Fee for the first year of the Agreement is defined in Schedule B and will be valid through March 31, 2024. For the sake of clarity, however, because the Initial Term is less than a full fiscal year, the Total Annual Base Fee for the Initial Term shall be prorated over the remaining months of the Initial Term and paid pursuant to Section 4.1. Changes to the Total Annual Base Fee, as well as all fees identified in Schedule B, or the additional of any other fees can only be made by mutual written agreement of both parties or in the final budget approved by the Board pursuant to Section 4.7.

4.1. The District shall pay the Total Annual Base Fee in equal monthly installments. The Total Annual Base Fee shall be due, in advance, on the first of the month during which the Services will be rendered.

4.2. The District shall pay the Service Company any related permitted expenses incurred by the Service Provider as set forth in **Schedule B's** Miscellaneous Schedule of Charges, Section II. Such payments shall be due and payable within thirty (30) days after the receipt of an invoice for such expenses.

4.3. Additional services not described on **Schedule A** which are rendered by the Service Company for or on behalf of the District and with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed based on a scope of services to be approved by the Board, at the rate of \$150.00 per hour for work performed in pursuant to the approved scope of services. All FEMA related work shall be billed at a rate of \$150.00 per hour and there will be a flat fee of \$750.00 for the development and initial filing of the FEMA application to initiate a claim.

4.4. In the event of the need for emergency repairs, the Service Company is authorized to dispatch the appropriate vendor, without liability to the Service Company, to take whatever corrective action is necessary to make the emergency repairs; provided all action of the Service Company shall be consistent with the applicable resolution of the Board governing emergency repairs. The District Chairman or Vice Chairman, to the extent practical, will be notified immediately of the need for emergency action.

4.5. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to it fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company.

4.6. The Service Company reserves the right to suggest modification, upon thirty (30) days' written notice to the District, of any of the applicable fees listed in the "Miscellaneous

Schedule of Charges", attached to the Agreement, to bring them in line with the Service Company's determination of current industry practice. The Board shall consider such increases upon notice and documentation of the reason for the increase. Should the Board reject an increase, the Service Company shall have the option to terminate the Agreement upon sixty (60) days' written notice to the District.

4.7. For each fiscal year of the District, the Total Annual Base Fee payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced from the prior fiscal year, unless agreed to by the District and Service Company, in writing.

4.8. If the fiscal year budget is not finally approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, if applicable, which will be invoiced in the first month following final approval of the budget.

4.9. Upon receipt of a ten (10) day written notice of a late payment (which late payment on behalf of the District is not the result of any action or inaction of the Service Company), any and all late payments due to either party from the other shall accrue interest at a rate of one percent (1%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. DISTRICT AGREES TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO ANY OTHER LIMITATIONS OF LIABILITY DESCRIBED HEREIN, IF ANY, TO INDEMNIFY, DEFEND AND HOLD THE SERVICE COMPANY AND ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY FOR INJURIES OR DAMAGE OF ANY NATURE, INCLUDING LITIGATION OR ANY APPELLATE PROCEEDINGS WITH RESPECT THERETO, TO THE EXTENT SUCH LIABILITY, CLAIMS, ACTIONS, SUITS OR DEMANDS RESULTED FROM THE DISTRICT'S INTENTIONAL OR GROSS NEGLIGENT ACTS OR OMISSIONS. NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS A WAIVER OF THE PROTECTIONS, IMMUNITIES, AND LIMITATIONS OF LIABILITY AFFORDED THE DISTRICT PURSUANT TO SECTION 768.28, FLORIDA STATUTES AS PROVIDED IN SECTION 5.6.

5.2. SERVICE COMPANY AGREES, SUBJECT TO ANY LIMITATION OF LIABILITY DESCRIBED HEREIN, IF ANY, TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT AND ITS SUPERVISORS, OFFICERS,

MANAGERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY FOR INJURIES OR DAMAGE OF ANY NATURE, INCLUDING LITIGATION OR ANY APPELLATE PROCEEDINGS WITH RESPECT THERETO, TO THE EXTENT SUCH LIABILITY, CLAIMS, ACTIONS, SUITS OR DEMANDS RESULTED FROM THE SERVICE COMPANY'S INTENTIONAL OR GROSS NEGLIGENT ACTS OR OMISSIONS.

5.3. (a) In the event a cause of action or claim by District against Service Company arising out of this Agreement is covered by Service Company's insurance policies required hereunder, Service Company shall not be responsible for any loss, damage or liability beyond the limits of the applicable insurance policy carried by Service Company pursuant to the requirements of this Agreement. Notwithstanding anything to the contrary hereunder, the foregoing limitations of liability shall not apply and there shall be no limit of Service Company's liability as to the following: (i) Service Company's indemnification obligation under Section 5.2; (ii) causes of action or claims alleging fraud, gross negligence or willful misconduct of Service Company relating to its duties and obligations under this Agreement or (iii) causes of actions or claims not covered by insurance because of Service's Company's failure to maintain the applicable insurance policies required hereunder.

(b) With respect to any other cause of action and/or claim arising under this Agreement not covered by paragraph (a) of this Section 5.3, the Service Company's liability shall in no event exceed an amount equal twice the amount of the Total Annual Base Fee paid to the Service Company during the Agreement year in which such cause of action and/or claim arose.

5.3. NEITHER PARTY SHALL BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR, FOR THE OTHER'S SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT, EVEN IF THE OTHER PARTY HAS BEEN FOREWARNED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.5. Service Company further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs,

litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

5.6. INTENTIONALLY DELETED

5.7. INTENTIONALLY DELETED.

5.8. Although the Service Company shall be liable to the District for the actions of its subcontractors, the District shall not hold the Service Company liable for any losses or damages arising out of or attributable to the acts or omissions of third parties that the Service Company does not have a contractual relationship with to perform services for the District or in fulfillment of the services provided to the District, unless the Service Company failed to exercise reasonable care to select third parties competent to provide services.

5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company; provided, however, that the Service Company shall have an affirmative obligation to take reasonable steps to protect and preserve District documents and files including the use of electronic storage, backups and reasonable security measures and systems.

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

The District shall be named as an additional insured on all policies required. The Service Provider shall furnish the Board with a Certificate of Insurance evidencing compliance with these requirements. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not

be effective until thirty (30) days after written notice to the DISTRICT. Insurance coverage shall be from a reputable insurance carrier, who licensed to conduct business in the State of Florida and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

6.2. The District shall maintain in force a directors' and officers' liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District may maintain property and general liability insurance with appropriate coverage as deemed necessary or appropriate by the Board.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within twenty (20) days, the parties shall mediate their dispute before a mediator who is an attorney licensed to practice law in Florida, certified as a Circuit Court Mediator by the Supreme Court of Florida and otherwise acceptable to both parties. The parties shall have fifteen (15) days to agree upon a mediator and the mediation shall be held within thirty (30) days after selection of a mediator. Mediation shall be held in Collier County, Florida. If the parties cannot agree upon a mediator within such fifteen (15) day period, they shall ask the 20th Judicial Circuit Mediation Program to nominate a mediator, which nomination shall be deemed acceptable to both parties. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

7.2 If the parties are unable to resolve any disputes following the procedures set forth in Section 7.1, either party may pursue its claim in a law or equity. Sole and exclusive venue for all legal action necessary to enforce the Agreement shall be in Collier County, Florida.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. THE INSTITUTION OF THE DISPUTE RESOLUTION PROCEDURES BY A PARTY UNDER SECTION 7.1 SHALL TOLL THE TIME FOR FILING A CLAIM IN APPLICABLE COURT HEREUNDER.

7.4. In any action brought forth by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith including, without limitation, at all trial levels and appellate levels and in post-judgment proceedings.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required

to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or because that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Service Company shall provide the District 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 Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Service Company shall 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 agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company must be provided to the District, upon request from the Board, in a format that is compatible and consistent with the manner in which community development district records and customarily held and stored in the industry.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the

event the Service Company fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: RECORDSREQUEST@INFRAMARK.COM, AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination of this Agreement or failure to renew this Agreement by the District, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination or non-renewal) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. Pursuant to Section 287.135, Florida Statutes, Service Company represents that in entering into this Agreement, the Service has not been designated as a "scrutinized company" under the statute and, in the event that the Service Company is designated as a "scrutinized company", the Service Company will immediately notify the District whereupon this Agreement may be terminated by the District.

10.13. Section 287.133, Florida Statutes, provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall

210 N. University Drive, Suite 702,
Coral Springs, FL 33071

provide written notice of such conviction to the District within 30 days after the date of such conviction. Service Company warrants that it follows these terms as well as any subcontractor hired to perform under this Agreement.

With a copy to:

Notices to the District shall be sent to the Chairman of the District at his/her local address (currently Christopher Applegate, 16228 Bonita Landing Cir., Bonita Springs, FL 34120, chris.applegate@bonitalandingcdd.net), or at such other address as the CDD shall specify hereinafter in written notice to the Service Company.

With a copy to:

Gregory L. Urbancic
Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Email: gurbancic@cyklawfirm.com

10.14. All notices will be in writing and shall be deemed given when mailed by first class mail, delivered in person, commercial courier (such as FedEx or UPS, or email. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, Vice President
Email: _____

With a copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
ATTN: Legal Department
Email: _____

10.15. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.16. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

To District:

Bonita Bay Community Development District
Attn: Chairman

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

**BONITA LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: Chris Tarase
Title: Vice President
Date: _____

By: Christopher Applegate
Title: Chairman
Date: _____

Schedule A
Scope of Services

The Service Company shall provide the following services to, for, and on behalf of the District:

A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Preparation of monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District prior to the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Preparation of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the County in which the District resides
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Preparation of all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.
- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to twelve meetings of the Board and provide meaningful dialogue on the issues before the Board for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Identify significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- 6- Provide Oath of Office and Notary Public for all newly elected members of the Board.
- 7- Prepare agenda for budget hearings.
- 8- Preparation of all the Board agendas and coordination of receipt of sufficient material for the Board to make informed policy decisions.
- 9- Prepare and advertise all notices of meetings as required.
- 10- Maintain the District's seal.
- 11- Act as the primary point of contact for District-related matters
- 12- Ensure all required procedures within the scope of services in the contract for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 13- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure. This requirement does not include the provision of oversight services for which professional certifications are required.

- 14- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) may require an additional project management fee. The Board must approve any project management projects to be undertaken by the Service Company **prior** to the work beginning. The Service Company will present any and all such projects to the Board for their approval (prior to the commencement of any such work) and provide an estimated number of anticipated hours the project will involve. The Service Company will keep the Board informed of the progress on any such projects and will provide monthly updates at each Board meeting and/or by email absent specific meetings. If the number of hours required to complete any such projects is to exceed the estimated number of hours approved by the Board, the Service Company will present this information, with an updated estimated on the number of project hours required at the next available Board meeting for approval by the Board. All hourly project management billings will be billed on a monthly basis as part of the monthly Service Company invoice.
- 15- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 16- Preparation of Specifications and coordination for insurance and independent auditor services.
- 17- Respond to any community complaints or requests for service from residents and advise the Board of such complaints or requests and actions taken related thereto.
- 18- Provide documents as reasonably requested by District's website service provider. The Service Company will be responsible for providing all required documents to the District's website provider (for posting on the website) and the website provider will be responsible for ensuring that all posted documents meet all Federal ADA compliance requirements for posting of documents on a District website.

C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.

- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

D- **FIELD MANAGEMENT SERVICES – AVAILABLE UPON REQUEST AND MUTUALLY AGREED SCOPE OF SERVICES AND PRICING**

**Schedule B
Rate Schedule**

I. ANNUAL BASE FEE

The Annual Base Fee for the first Agreement year shall be \$42,000.00 (\$3,500.00 per month). Base fee includes District Management, Accounting and Recording.

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$175.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03 per additional page
Labels	\$0.07 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property- the Service Company will charge the seller directly	Per market rates, subject to approval by Board

Fifth Order of Business

RESOLUTION 2023-07

**A RESOLUTION OF THE BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING AUTHORIZATION AND ACTIONS
RELATING TO THE ACCOUNTS OF THE DISTRICT**

WHEREAS, the Board of Supervisors (“**Board**”) of the Bonita Landing Community Development District (“**District**”) desires to designate authorization and authorize certain actions relating to its accounts;

WHEREAS, the Board has engaged the services of Inframark, LLC as the District’s management company pursuant to a District Management Agreement;

WHEREAS, the Board by Resolution 2023-06, has appointed Justin Faircloth as Secretary and Stephen Bloom as Treasurer for the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT:**

1. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
2. As District officers, Justin Faircloth and Stephen Bloom are authorized to administer the District’s accounts, as soon as practical and effective immediately.
3. All previous signers on the District’s accounts will be removed effective immediately. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
4. This resolution shall become effective April 1, 2023.

Adopted this ____ day of _____, 2023.

Attest:

**Bonita Landing Community Development
District**

Assistant Secretary

Chair of the Board of Supervisors

Sixth Order of Business

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonita Landing Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bonita Springs, Lee County, Florida; and

WHEREAS, the Board of Supervisors (“**Board**”), desires to appoint a Justin Faircloth as Secretary and Stephen Bloom as Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT:

- 1. District Officers.** Justin Faircloth is appointed as Secretary and Stephen Bloom is appointed as Treasurer effective April 1, 2023.
- 2. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- 3. Effective Date.** This Resolution shall become effective April 1, 2023.

Adopted this ___ day of _____, 2023.

Attest:

**Bonita Landing Community Development
District**

Secretary/Assistant Secretary

Chair of the Board of Supervisors

Seventh Order of Business

RESOLUTION 2023-09

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bonita Landing Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bonita Springs, Lee County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at _____ within _____ County, Florida.

SECTION 3. This Resolution shall take effect April 1, 2023.

PASSED AND ADOPTED THIS _____ day of _____.

ATTEST:

BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Eighth Order of Business

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING GREGORY L. URBANCIC AS THE DISTRICT'S REGISTERED AGENT AND FURTHER DESIGNATING THE DISTRICT'S REGISTERED OFFICE FOR SERVICE OF PROCESS AS: COLEMAN, YOVANOVICH & KOESTER, P.A.

WHEREAS, Section 189.014 of the Florida Statutes requires each District to designate a Registered Office and a Registered Agent upon whom may be served any process, notice, or demand required or permitted by law to be served upon the District; and

WHEREAS, the Board desires to designate Gregory L. Urbancic as its Registered Agent and designate his business address of, 4001 Tamiami Trail North, Suite 300, Naples, Florida, 34103 as its Registered Office;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT:

1. Gregory L. Urbancic whose business address is 4001 Tamiami Trail North, Suite 300, Naples, Florida, 34103 and whose telephone number is (239) 435-3535 is hereby designated as the Registered Agent of the District for the purpose of Section 189.014, Florida Statutes and his office as the Registered Office of the District.
2. This Resolution shall take effect April 1, 2023.
3. The District Manager shall transmit certified copies of this Resolution to the Clerk of the Lee County Board of County Commissioners, and to the State of Florida Department of Community Affairs.

Adopted this 13th day of April, 2023.

ATTEST:

**Bonita Landing
Community Development District**

Secretary/Assistant Secretary

Chairman

Ninth Order of Business

9A.

Miscellaneous Notices



Published in The News-Press on February 16, 2023

Location

Lee County, Florida

Notice Text

BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES Notice is hereby given that the Bonita Landing Community Development District (the "District") in the City of Bonita Springs, Lee County, Florida announces that professional District engineering services will be required on a continuing basis, with services to include planning, preparing reports, preparing plans, designs and specifications on behalf of the District. The engineering firm selected will act in the general capacity of District Engineer and provide the District with engineering services, as required. The Bonita Landing Community Development District seeks engineering firms with strong qualifications and proven experience in project management including road maintenance and construction, traffic planning and signage, architectural and structural engineering, stormwater management system maintenance, environmental regulations and impact assessments, governmental agency experience including cities, counties and municipalities, and experience pursuing local, state and federal grant funding opportunities. Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in the City of Bonita Springs and Lee County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks. The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit one (1) electronic copy and one (1) unbound hardcopy of Standard Form No. 330 and the Qualification Statement in an envelope labeled "District Engineering Services: Bonita Landing Community Development District" by 12:00 p.m. on March 2

9B.

**BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES**

Notice is hereby given that the Bonita Landing Community Development District (the “District”) in the City of Bonita Springs, Lee County, Florida announces that professional District engineering services will be required on a continuing basis, with services to include planning, preparing reports, preparing plans, designs and specifications on behalf of the District.

The engineering firm selected will act in the general capacity of District Engineer and provide the District with engineering services, as required. The Bonita Landing Community Development District seeks engineering firms with strong qualifications and proven experience in project management including road maintenance and construction, traffic planning and signage, architectural and structural engineering, stormwater management system maintenance, environmental regulations and impact assessments, governmental agency experience including cities, counties and municipalities, and experience pursuing local, state and federal grant funding opportunities.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in the City of Bonita Springs and Lee County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit one (1) electronic copy and one (1) unbound hardcopy of Standard Form No. 330 and the Qualification Statement in an envelope labeled “District Engineering Services: Bonita Landing Community Development District” by 12:00 p.m., on March 2, 2023 to District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, whose toll-free number is (877) 276-0889 (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between

the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

District Manager

9C.



Qualifications to Provide
BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT

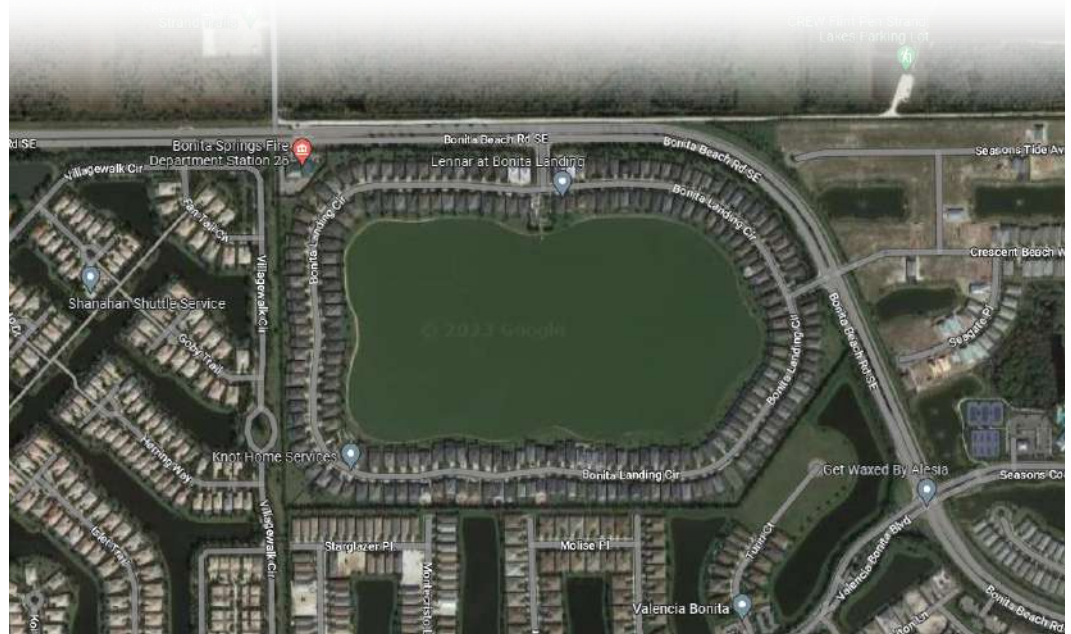
Professional Engineering Services

March 2, 2023



Cover Letter

a. Ability & Adequacy of Professional Personnel	1
b. Certified Minority Business Enterprise	9
c. Willingness to Meet Time & Budget	10
d. Past Performance	11
e. Geographic Location	20
f. Current & Projected Workloads	21
g. Volume of Work Previously Awarded to Consultant by District	22
h. SF330	



Bonita Landing Community Development District
District Engineer
March 2, 2023



Johnson Engineering, Inc. is an Affirmative Action/Equal Opportunity Employer; a Drug-Free and Smoke-Free Workplace and participates in the federal E-Verify Program.



March 2, 2023

Bonita Landing Community Development District
District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Bonita Landing Community Development District - Professional Engineering Services

Dear Supervisors:

As a firm, Johnson Engineering has more than 47 years of experience working on independent districts including CDDs throughout Florida and has worked with staff from Wrathell, Hunt & Associates at other Districts. We know that the District Engineer for a Community Development District is someone who listens to and communicates with the Board as well as District Staff.

In addition to the District Engineer, you will receive the support of a team of professionals with the knowledge of stormwater management, current environmental issues, transportation/roadway/pedestrian safety and enhancement design, utility design, landscape design and construction management/observation along with current permitting requirements in order to efficiently maintain or expand the District's services that are being provided to its residents.

Our team is currently, or has worked in the past, on the following CDDs:

- Stoneybrook CDD
- Verandah West CDD
- Bayside CDD (Pelican Landing)
- Bay Creek CDD (Pelican Landing)
- Cory Lakes CDD
- The Brooks II of Bonita Springs CDD
- Verandah East CDD
- Mediterra North CDD
- Mediterra South CDD
- Longleaf CDD
- Suncoast CDD
- Watergrass I CDD
- Long Lake Ranch CDD
- Terra Bella CDD
- Park Place CDD
- Spring Lake CDD
- Highlands CDD
- La Collina CDD
- Riverbend West CDD
- Forest Creek CDD
- Water's Edge CDD
- Wynnmere East CDD
- Walnut Creek CDD
- Pine Air Lakes CDD
- Pelican Marsh CDD
- CFM CDD (Magnolia Landing)
- Wentworth Estates CDD (Treviso Bay)
- Miromar CDD
- Arbor Greene CDD
- Gateway Services CDD
- Portico CDD
- Sail Harbour CDD
- River Ridge CDD

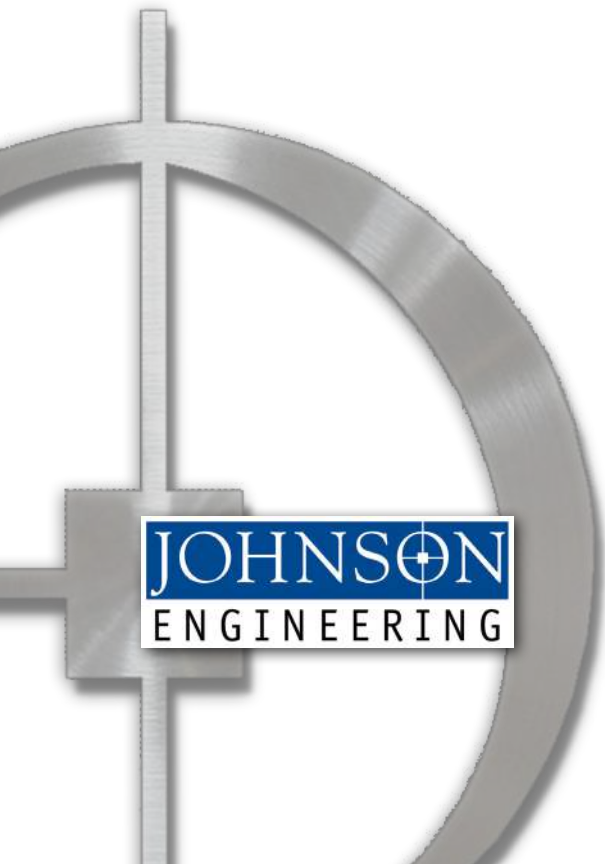
Our team is known for providing outstanding service as well as always being mindful of our client's time and budgetary needs. Our clients find that our vast experience and dedication to professionalism bring success to their projects.

We appreciate the opportunity to submit our qualifications and look forward to building a strong relationship with the Bonita Landing Community Development District. Please do not hesitate to contact me should you have any questions during your review of our proposal.

Sincerely,
JOHNSON ENGINEERING, INC.

Andy Tilton, PE
Director of Water Resources
(239) 872-4073, atilton@johnsoneng.com

a. Ability & Adequacy of Professional Personnel





Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving a rare perspective into development of the area and an appreciation of the changes.

Full Range of Services

Specialized teams of licensed engineers, land planners, landscape architects, surveyors, ecologists, water resources experts, transportation and utility designers provide a variety of specialized services.

Long Term Commitment

Our team's average tenure with Johnson Engineering is 13 years, 53% of our employees have been here for more than 10 years, and an unprecedented 21% have been with us for more than 20 years, showing our team's continuity and dedication to the area.

Firm Overview

When Johnson Engineering was established in 1946, much of Florida was an undisturbed land. More than 77 years later we have seen booms in development and a tremendous population growth alter the landscape permanently. We have been assisting private companies, city, county, federal, and state government through these changes and challenges by offering expertise in a broad spectrum of disciplines.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started as one man surveying Southwest Florida, has developed into a cohesive team of more than 120 professional civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified land planners and landscape architects, located throughout Florida.

We have more than 77 years of professional experience and 47 years of District work throughout Florida. Our extensive list of well-known residential communities, roads, schools, hospitals, airports, resorts, shopping centers, and commercial developments, show our experience and continued responsibility in developing Florida's communities.

Our team has worked closely together on the following CDD's.

- ↪ Stoneybrook CDD
- ↪ Verandah West CDD
- ↪ Bayside CDD (Pelican Landing)
- ↪ Bay Creek CDD (Pelican Landing)
- ↪ Cory Lakes CDD
- ↪ The Brooks II of Bonita Springs CDD
- ↪ Verandah East CDD
- ↪ Mediterra North CDD
- ↪ Mediterra South CDD
- ↪ Longleaf CDD
- ↪ Suncoast CDD
- ↪ Watergrass I CDD
- ↪ Long Lake Ranch CDD
- ↪ Terra Bella CDD
- ↪ Park Place CDD
- ↪ Spring Lake CDD
- ↪ Highlands CDD
- ↪ La Collina CDD
- ↪ Riverbend West CDD
- ↪ Forest Creek CDD
- ↪ Water's Edge CDD
- ↪ Wynnmere East CDD
- ↪ Walnut Creek CDD
- ↪ Pine Air Lakes CDD
- ↪ Pelican Marsh CDD
- ↪ CFM CDD (Magnolia Landing)
- ↪ Wentworth Estates CDD (Treviso Bay)
- ↪ Miromar CDD
- ↪ Arbor Greene CDD
- ↪ Gateway Services CDD
- ↪ Portico CDD
- ↪ Sail Harbour CDD
- ↪ River Ridge CDD



Bonita Landing Community Development District
 District Engineer
 March 2, 2023



Johnson Engineering, Inc. is an Affirmative Action/Equal Opportunity Employer; a Drug-Free and Smoke-Free Workplace and participates in the federal E-Verify Program.

CAPABILITIES SUMMARY

We have an experienced team of professionals located throughout Florida., many of whom have considerable CDD experience. Our extensive list of well-known Florida CDD's, residential communities, roads, schools, hospitals, airports, shopping centers, resorts and commercial developments show our continued responsibility in developing Florida's communities.



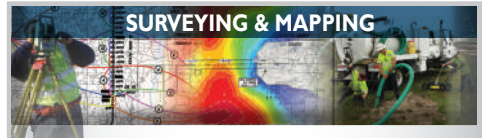
LAND DEVELOPMENT

Project Management / Coordination • Due Diligence Site Design • Cost Estimation • Permitting Construction Observation & Administration Single Family Communities • Multi-Family Residential Assisted Living • Commercial • Industrial • Medical Institutional • Educational • Recreational



PLANNING

Feasibility & Assessment Studies • Master Planning & Urban Design • Neighborhood & Sector Planning Comprehensive Planning & Zoning • Facility Planning Corridor Planning • Local Government Planning Public Engagement • GIS Services Code Writing Redevelopment Planning



SURVEYING & MAPPING

Subsurface Utility Engineering & Mapping (SUE) Hydrographic Surveying • Transportation Surveying Bathymetric Surveying • ALTA Surveys Boundary Surveys • Construction Layout Platting • Record Surveys Sketches and Legal Descriptions



ECOLOGICAL/ENVIRONMENTAL CONSULTING

Wetland Delineation, Assessments & Permitting Protected Species Surveys, Permitting & Relocations Mitigation Design & Monitoring Marine & Coastal Environmental Services Airport Wildlife Hazard Services Drone Services Geographic Information Systems



STORMWATER MANAGEMENT

Surface Water Master Planning • Surface Water Retrofit • BMP Selection and Design Hydrologic, Hydraulic & Water Quality Modeling Federal, State and Local Surface Water Permitting Flow & Stage Monitoring • Water Quality Treatment Special Governments • Filter Marsh Design



WATER QUALITY STUDIES

Stormwater/Surface Water Quality Studies Groundwater Quality Studies • Estuarine/Coastal Water Quality Studies • Subaqueous Sediment Characterization • TMDL Pollutant Loading Determination • EPA Section 319 and FDEP SWAG Assistance • Microbial Source Tracking • Quality Assurance Project Plan • Non-point Source Evaluation



WATER SUPPLY

Hydrogeological Investigations Water Resource Assessments • Water Use, Water Supply System Permitting • Well & Wellfield Design Regional Water Supply Planning Groundwater Modeling • Deep Injection Wells Alternative Water Supplies Studies



ENVIRONMENTAL ASSESSMENT

Phase I Environmental Site Assessments (ESAs) Phase II Environmental Site Assessments (ESAs) NPDES Compliance Monitoring Permit Compliance Monitoring and Reporting Filter Marsh Efficiency Evaluation Water Use Accounting Method Calibration BMAP Nutrient Removal Project Assessment



GEOGRAPHICAL INFORMATION SYSTEMS

ESRI-based GIS Services • Mobile Online Map (ArcGIS Online) • Custom Client Online Map Services Geodatabase Development and Implementation CAD-GIS-DGN Conversions • High Accuracy GNSS (GPS) Data Collection • Advanced Modelbuilder & Python Scripting • LiDAR Derivative Products Cartographic Visualization • Aerial Photo Processing



TRANSPORTATION DESIGN

Roadway Design • Signalization Design Resurfacing, Rehabilitation and Restoration Street Lighting Design • Traffic Analyses Roundabout Design • Signalization Design Corridor Planning • Bicycle, Transit, and Pedestrian Facilities



CONSTRUCTION ENGINEERING & INSPECTION

Roadway Construction Bridge Construction Roadway Resurfacing Rehabilitation Restoration Major Drainage Structures Construction Private Development Construction Assistance Grant Funded Construction Oversight / Compliance



LANDSCAPE ARCHITECTURE

Landscape/Hardscape/Irrigation Design • Conceptual Design • Commercial Design • Community Revitalization & Amenity Design • Streetscape Design Park Design • Visualization & Graphic Design Construction Documents & Observation Arboricultural Consulting Services • Plan Review Services • Community/Institutional/Hospitality Design



UTILITIES

Utility Planning • Subsurface Utility Engineering (SUE) Data Collection & Analysis • Hydraulic Modeling Pipeline Design • Pump Station Design, Evaluation, and Operational Controls Utility Permitting • Project Management CEI



ELECTRICAL ENGINEERING (EI&C)

Switchgear, Motor Control Centers, and Generators Power Distribution Equipment • Lighting Process & Industrial Control Systems Integration and Commissioning Electrical Systems Analysis (Short Circuit and Protective Coordination) SCADA Architecture, Networking & Telemetry



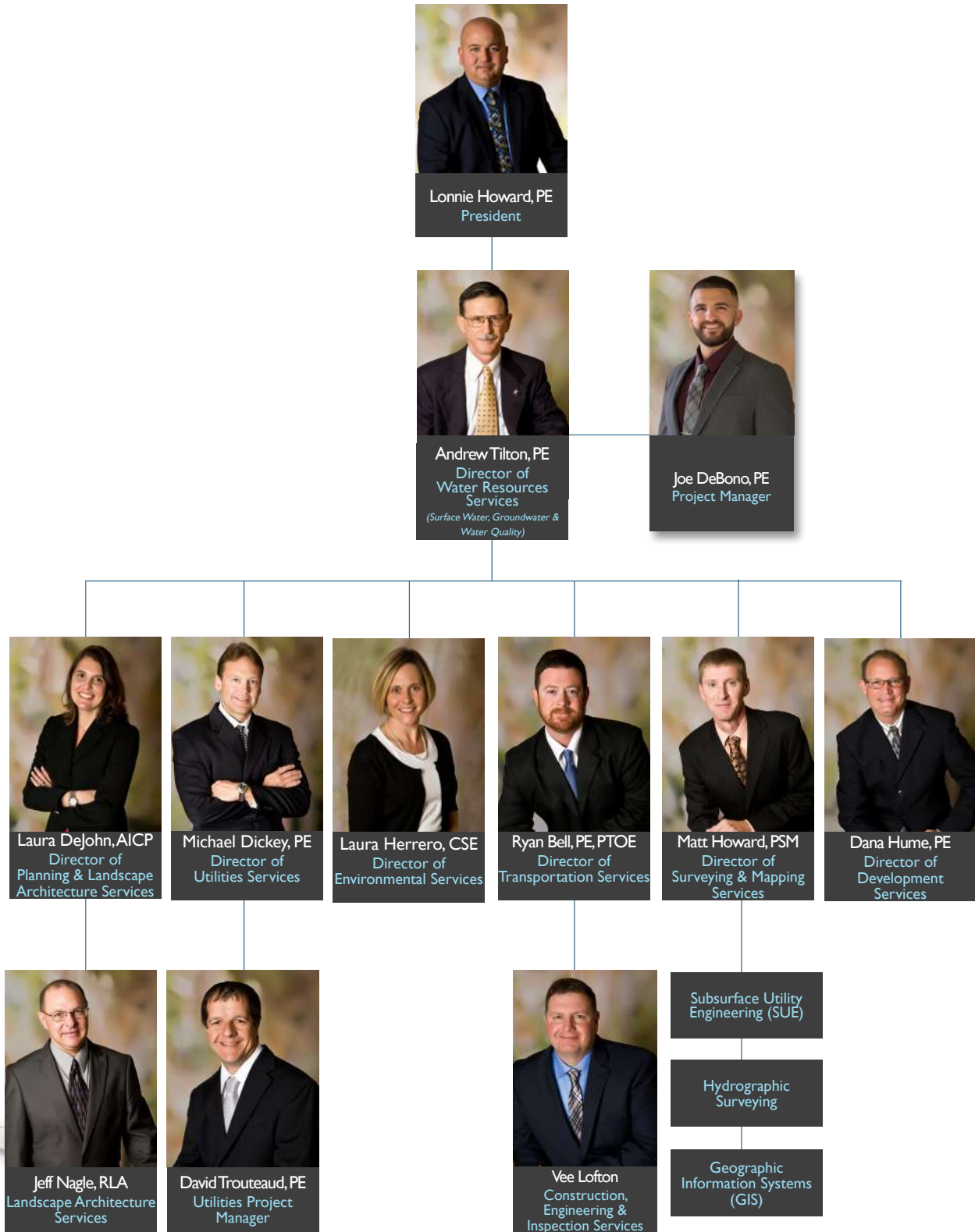
SPECIAL DISTRICT ASSISTANCE

Stormwater Management • Water Use Environmental • Planning Landscape Architecture Surveying & Mapping • Utilities Roadway/Traffic Studies Geographic Information Systems (GIS) Construction Engineering & Inspection (CEI)



ORGANIZATIONAL STRUCTURE

Johnson Engineering is a corporation led by seven Board of Directors and is comprised of seven specialized market groups. Each market group is led by a key officer whose job is to provide beneficial decision making for the company and integrate these decisions with the other market groups.



ASSIGNED TEAM ORGANIZATIONAL CHART

Below is our proposed team we have hand selected to best serve the needs of the CDD. Our team is available and ready to start immediately.

Bonita Landing Community Development District



District Engineer/
Project Manager
Joe DeBono, PE



Principal-in-Charge
Andrew Tilton, PE



Project Manager
Brent Burford, EI



Water Management
Alfredo Perez, PE, PSM



Landscape Architecture
Jeff Nagle, RLA



Environmental
Gary Nychyk



Water Use
Alec Piironen

Additional Resources

Survey & Mapping
David Hyatt, PSM

Geographic Information Systems (GIS)
Paul Lohr, GISP

Utilities
Billy Saum, PE

Roadways/Traffic Studies
Josh Hildebrand, PE, PTOE

Planning
Laura DeJohn, AICP

Construction Engineering Inspection (CEI)
James "Vee" Lofton



TEAM BIOS



Joe DeBono, PE - District Engineer/Project Manager

Joe joined Johnson Engineering in 2019 after working in the public sector for several years, both internationally and domestically. He brings a wide range of skills to the project team with experience in transportation, development, public works, permitting, water resources, long range planning, and utilities. His experience includes managing and contributing to projects throughout Southwest Florida and is familiar with multiple facets of engineering disciplines. He also resides as the District Engineer for several Community Development Districts within the Lee and Collier County areas; of which, range is various size and unique/special conditions. His main work functions include contracted City Engineer; District Engineer for CDD clientele, community development design, traffic data analysis, roadway design, utility coordination, quantity take-offs, and plan production. Joseph is also familiar with the design and permitting procedures of the local municipalities as well as the Water Management District and Florida Department of Transportation.



Andrew Tilton, PE - Principal-in-Charge

Andy is the director of our water resources market group. He has been with Johnson Engineering since 1978 and is a shareholder of the company. Andy has completed the surface water management design and permitting for the expansion of the SWFIA (RSW), with total costs exceeding \$400 million. Andy has been the District Engineer for Telegraph Cypress Water Management District. The District covers about 28 square miles in Charlotte and Lee Counties. He has also been the District Engineer for several Community Development Districts in Lee and Collier Counties. Andy has been an expert witness on a limited number of projects. Andy has served as the senior engineer for surface water on many of the firm's roadway projects for Lee County Department of Transportation, City of Cape Coral, City of Fort Myers, Collier County and the FDOT. He provides direction for monitoring, permitting, design and construction related issues.



Brent Burford, EI - Project Manager

Brent joined Johnson Engineering in 2003 and earned his Bachelor of Science in Environmental Engineering. He is familiar with many of the facets of design, management and construction of engineering projects. Brent's experience as an engineer includes site design, infrastructure, road design and construction, SFWMD, FDEP, and ACOE permitting and certification, and construction administration. He routinely prepares plans and specifications for projects that require a unique approach. Brent's technical background and practical experience allows him to handle most situations. He has worked on numerous projects from small recreational parks to multi-million-dollar construction projects and is accustomed to developing clear and concise plans and specifications required for public bidding and construction projects to minimize unnecessary addenda and change orders.



Jeff Nagle, RLA - Landscape Architecture

Jeff joined Johnson Engineering in 2012 as a principal landscape architect. Jeff brings a versatile skill set and a reputation built on providing the highest quality of service to both public and private sector clients, including CDDs, with on-time and on-budget deliverables. Having worked in both the public and private sector; Jeff brings a broad range of experience to apply in practice, using an innovative management approach to guide projects from the planning and design phase, through permitting, development and construction. Jeff's specialties include master planning, parks and recreation, streetscapes, roadway, environmental reclamation and mitigation, low impact development, and lighting design.



Gary Nychyk - Environmental

Gary is an ecologist whose primary focus is on vegetation mapping, wildlife surveys, protected species management plans, wetland jurisdictional determinations, and wetland mitigation monitoring. He is an Authorized Gopher Tortoise Agent and maintains 11 ultrasonic acoustic recorders used to survey for the endangered Florida bonneted bat. He also conducts Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasures annual site compliance evaluations and training events at Southwest Florida International Airport and Page Field General Aviation Airport. He works closely with the USACE, the SFWMD, FDEP, FDEM, FWC, USFWS as well as local city and county agencies.





Alec Piironen - Water Use

Alec joined Johnson Engineering in 2022 and is a hydrogeologist in the company's water resources group. He is responsible for performing hydrogeologic investigations, water resource assessments, aquifer performance testing, support in hydrologic monitoring program development efforts, and water management district water use and Florida Department of Environmental Protection (FDEP) permitting. Additionally, Alec joined Johnson Engineering with a combined 6 years of experience working as a geologist/engineering technician with other Environmental Consulting Firms, where he worked on a variety of landfill construction and monitoring, contaminate investigation and remediation, and environmental compliance projects.



David Hyatt, PSM - Survey & Mapping

David is an experienced surveying and mapping professional with more than 38 years of experience. His expertise includes significant project management experience in a variety of areas including boundary surveys, ALTA surveys, topographic surveys, public lands surveys, hydrographic surveys, construction layout, utility surveys, road projects, subdivision design and platting and submerged land leases. His project experience includes platting of single-family home developments, roadway design projects both existing roadway expansion and new road corridors, as well as several unique surveying projects. David's experience spans many parts of Florida. He has been registered as a Florida Professional Surveyor and Mapper since 1998 and has worked in Collier County for more than 30 years.



Billy Saum, PE - Utilities

Billy has been with Johnson Engineering since 2015. He is a professional engineer and project manager for utility related projects. Billy has experience in project management, pump station and pipeline design, FDOT utility coordination and adjustments, hydraulic modeling and calculations, pump selecting, construction administration, plan production, and permitting for clients throughout South Florida. Billy also has extensive experience in pump station data collection and performance analysis for hundreds of pump stations in South Florida. Recently, he has designed and managed various pump station rehabilitation and emergency power resiliency projects for municipal wastewater systems. While most of his experience thus far has been with municipal projects, he has completed various assignments for commercial and residential projects as well.



Josh Hildebrand, PE, PTOE - Transportation

In 2007, Josh began his professional career and has since served as a team member in the transportation services division at Johnson Engineering. He has worked on various projects throughout Southwest Florida and is familiar with traffic studies, supervision of traffic data collection, roadway design, pathway design, construction, and the permitting procedures of the local municipalities. Josh has worked on 100+ traffic / construction feasibility-related engineering studies, roadway and drainage design projects within public right-of-way. This experience provides him with a unique understanding of the development of corridor and intersection design, parking demand, traffic generation, ADA compliance-related challenges, and the permitting requirements on both private and public capital improvement projects.



Paul Lohr, GISP - Geographic Information Systems (GIS)

Paul began working for Johnson Engineering in 2000 as an engineering technician and now serves as a senior Geographic Information Systems (GIS) analyst. He is a certified GIS Professional, with a large portion of his work effort being devoted to GIS specialization including analysis, map production, data setup and management, integration of GIS and GPS hardware/software and development of web-based GIS mapping applications. Paul assisted Johnson Engineering in obtaining the ArcGIS Online Specialty certification. Paul is knowledgeable in a variety of GIS and CAD applications and is familiar with several scripting and programming languages.





Laura DeJohn, AICP - Planning

A Certified Planner since 2001, Laura has more than 20 years of professional experience in both public and private sector planning, including five years as a planner for the City of Naples. As Johnson Engineering's Director of Planning & Landscape Architecture, Laura manages projects involving development feasibility studies and site assessments, monitoring reports, code writing, preparation and presentation of land use and zoning applications, site design, master planning, and community visioning. Her experience includes entitlement of new development and redevelopment projects; architectural design review; annexation; and incentive-based codes. She has presented for the American Institute of Architects of Southwest Florida, FGCU, and the Florida Chapter of the American Planning Association, and is an appointed member of the Collier County Development Services Advisory Committee.



James "Vee" Lofton - CEI

Vee is director of the construction engineering & inspection (CEI) team. He has more than 30 years of experience in roadway and bridge construction, project administration, and inspection in both traditional design-bid-build and design-build. His extensive experience also includes interstate highways and bridges, pile driving, earthwork, sub grade and base construction, asphalt paving, drainage items, and all types of utilities and related relocations. He specializes in document control for both quality assurance and quality control testing. His previous experience as a consultant program manager with the Florida Department of Transportation (FDOT) gives him a unique perspective of the bidding process, construction techniques utilized, as well as an understanding of the maintaining agency's needs.

BUSINESS & PROFESSIONAL LICENSES/ CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that JOHNSON ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on November 3, 1967.

The document number of this corporation is 322710.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 30, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of March, 2022

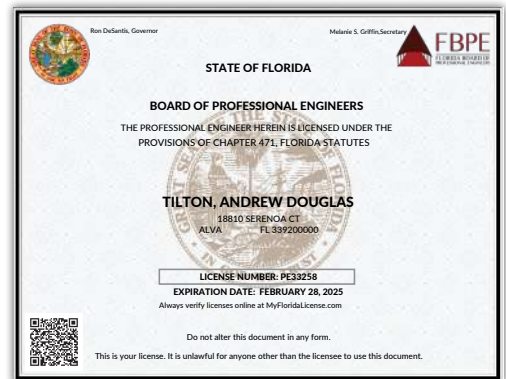
Randi Rife
Secretary of State



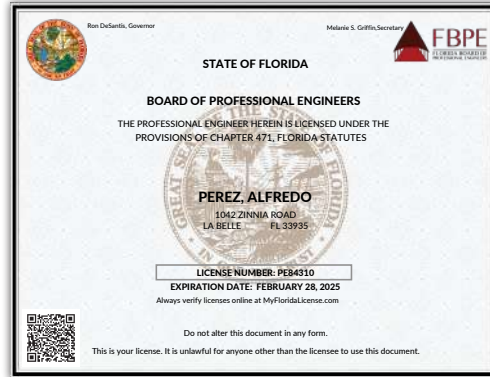
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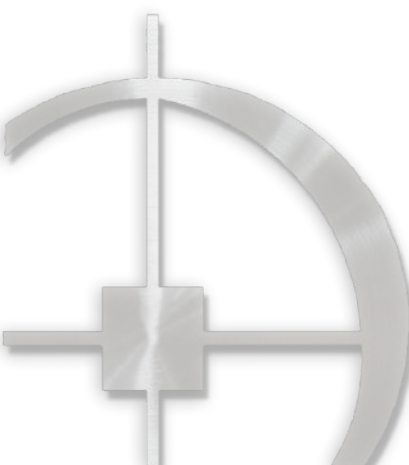
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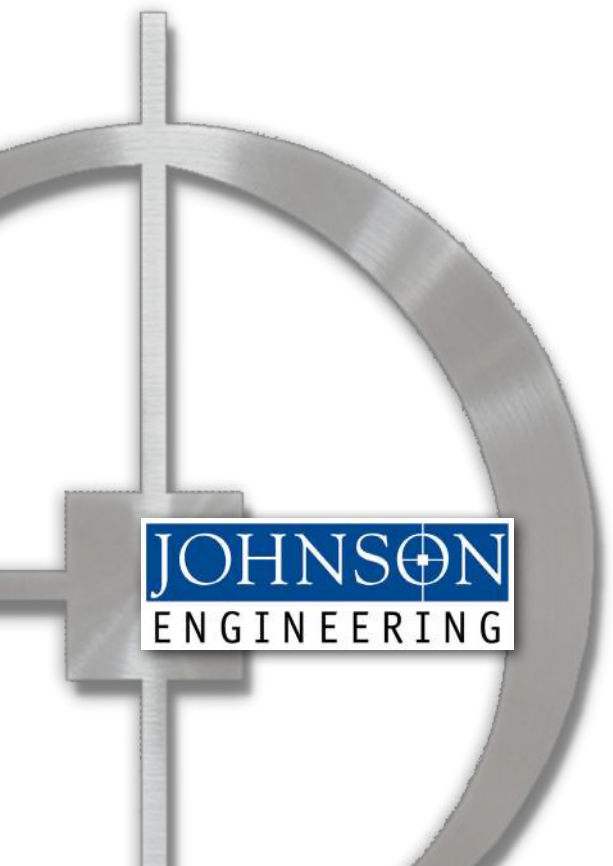
a. ABILITY & ADEQUACY OF PROFESSIONAL PERSONNEL



DAVID JOHN HYATT					Complaints 0
1484 MONARCH CIR, NAPLES, FL 34116-6689					Print
License Type	License#	Issued	Expires	Status	
Surveyor and Mapper	LS5834	07/07/58	02/29/25	Active	



b. Certified MBE





Johnson Engineering is not a certified minority business. However, we take great pride in being an equal opportunity employer. **We are committed to promoting other MBEs.** Our goal is to establish a team in the best interest of our clients, while maintaining the standard of quality our firm and clients demand.

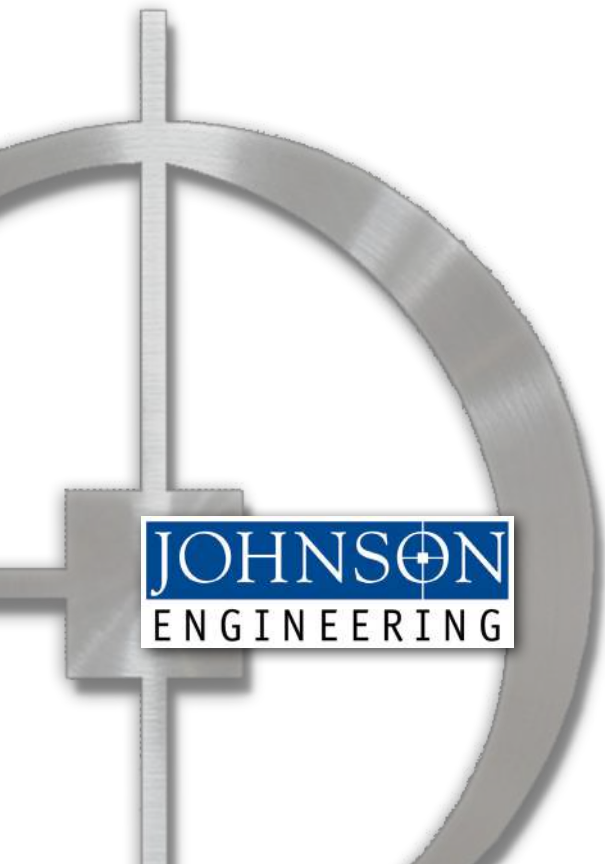
Once selected, we will work closely with the CDD to identify other potential minority teaming opportunities.

Equal Opportunity/Affirmative Action Employer

Johnson Engineering is an Equal Employment Opportunity and Affirmative Action Employer and seeks to recruit qualified women, qualified minorities, qualified individuals with disabilities and qualified protected veterans. It is the policy of Johnson Engineering not to discriminate against any employee or applicant for employment based on race, gender, age, disability or national origin or because he or she is a qualified individual with a disability, a disabled veteran, a newly separated veteran, a campaign veteran or an armed forces service medal veteran.



c. Willingness to Meet Time & Budget



WILLINGNESS TO MEET TIME & BUDGET

As noted in our organizational chart, Joe DeBono, PE, will be the District Engineer for this CDD if Johnson Engineering is selected. Support will also be provided by Andy Tilton, PE, Gary Nychyk, Jeff Nagle, RLA, and Brent Burford, EI to name a few.

Andy Tilton, our Director of Water Resources, who has been involved with CDDs for many decades and who has been at Johnson Engineering for more than 40 years. Gary Nychyk has helped many special districts navigate environmental issues and Jeff Nagle has assisted in landscape enhancements throughout Florida. Brent Burford has assisted Andy and Joe at many of the CDDs undertaking pond/lake inspections, drainage system inspections, sidewalk assessments, and construction observation.

Additionally, we have a staff of more than 120 to assist whenever needed.

The growth of Johnson Engineering's CDD clientele is a testament to the past performance we have provided and will continue to provide to the respective Districts we serve. Many of the Districts are managed by the same management company as well as the same District Manager indicating a trust in our abilities to perform when needed.

Additionally, Johnson Engineering has worked with Wrathell, Hunt and Associates at several districts including Mediterra South and North Districts, The Brooks II of Bonita Springs District, Verandah East District, Verandah West District, Bay Creek District, Stoneybrook District, and many others, in the Lee County and Collier County areas.

As you can see, we have an established track record of successfully providing district engineering services locally to multiple community development districts over the last decade and a half.

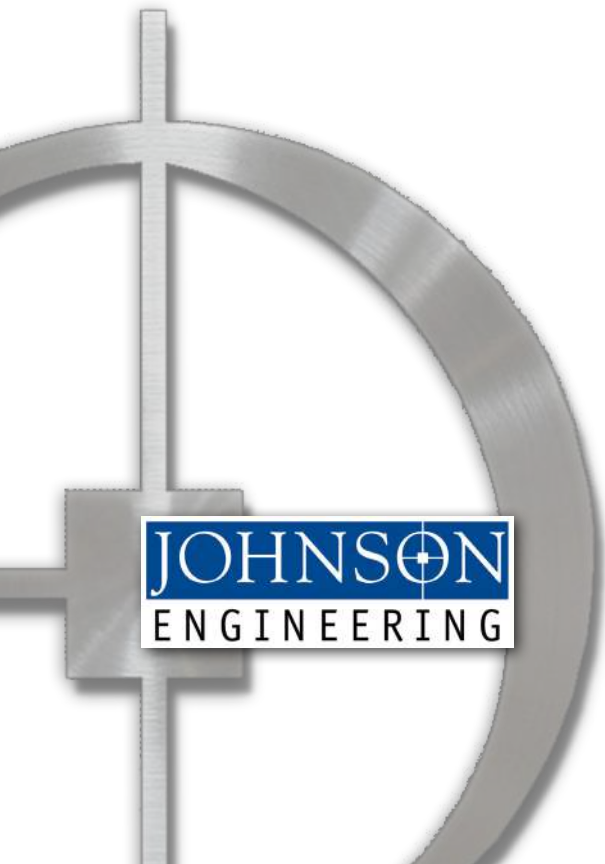
Per the Consultants Competitive Negotiations Act, fees are not part of the qualifications review. However, if selected, Johnson Engineering will submit its standard hourly rates to the District for discussion as part of the contract negotiation process.



Bonita Landing Community Development District
 District Engineer
 March 2, 2023



d. Past Performance



PREVIOUS CDD DISTRICT ENGINEER EXPERIENCE & REFERENCES

CORY LAKES CDD

District Engineer

Wrathell, Hunt & Associates, LLC.
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering is the District Engineer for the Cory Lakes Community Development District. This District has an extensive stormwater system consisting of several interconnected lakes and wetlands. Our work has included assisting the District to replace large concrete stormwater structures that were in desperate need of repair as well as assisting with general maintenance issues related to failing inlets, pipes and drainage ditches. Other services have included ADA surveys, new concrete sidewalks and assistance with concrete bridge repairs.

THE BROOKS OF BONITA SPRINGS CDD

District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com

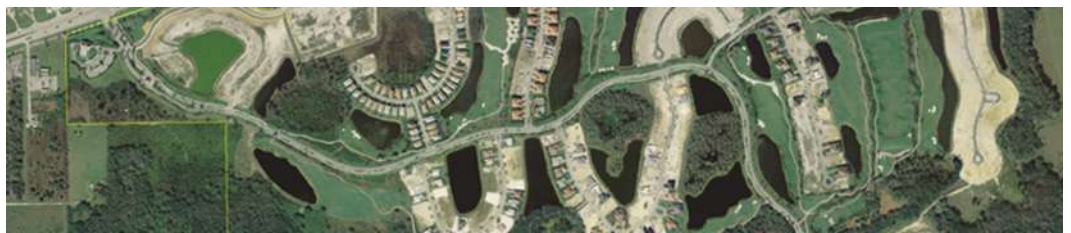


Johnson Engineering is the District Engineer for The Brooks of Bonita Springs CDD in South Lee County, Florida. Our team provides professional engineering services, including establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

VERANDAH WEST CDD

District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering prepared the original Engineer's Report and amendments along with the other items in the community. During construction, portions of the community assets were reviewed by our team prior to acquisition by the CDD. This included review of construction documents, onsite testing and certifications to the regulatory agencies. We also helped with delineation of conservation areas and private lands within the District for the division of maintenance responsibilities.

MEDITERRA

District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering has been the District Engineer at Mediterra since 2002. Work has included pay request review for release of bond funds, stormwater pond evaluations, fire safety related to naturally vegetated areas, and littoral vegetation maintenance.



Bonita Landing Community Development District
District Engineer
March 2, 2023



RIVERWOOD CDD
District Engineer

Inframark
 Mr. Robert Koncar
 5911 Country Lakes Drive
 Fort Myers, FL 33905
 (904) 626-0593
Bob.Koncar@inframark.com



Johnson Engineering is one of two firms providing engineering services for this district. Our focus is on water management, environmental, road, and landscape needs with the other firm focused on the utility plants operated by the District. The District has several water management permits, which we are assisting with budgeting to meet permit requirements.

PELICAN MARSH CDD
District Engineer

Dorrill Management Group
 Mr. W. Neil Dorrell
 5672 Strand Court, Suite 1
 Naples, FL 34110
 (239) 592-9115
nsdorrell@aol.com



Johnson Engineering has provided general engineering services for the Pelican Marsh CDD in North Collier County, Florida since 2002. The services we have provided the District include reviewing the stormwater system when flooding has occurred throughout the community, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system and assisting with improving the access control facilities, and reviewing roadway signage and sight distance issues. In 2017, the community began a multi-year roadway paving project of the main CDD roads. Our transportation group provided a pavement condition report and Construction, Engineering, and Inspection (CEI) services during the project to monitor contractor performance and verify invoicing quantities.

PELICAN LANDING
Pelican Landing Entry
Landscape Renovations

The Pelican Landing community was interested in updating the landscaping around the lake on the southwest corner of one of their entries along U.S. 41. Johnson Engineering prepared three landscape concepts and presented the concepts to the Community Board. The community is currently reviewing the concepts that we created and we anticipate continuing on with the project to formulate construction documents based on the concepts and community feedback.



KEY MARCO CDD
Key Marco Dog Park

The community of Key Marco invited us to create conceptual plans for a potential new dog park in the community. The dog park would be located in an area that was formerly used for landscape maintenance operations. The concept was presented to the community and we are currently awaiting feedback with the anticipation of creating final design plans and construction documents based on the community's comments.



CYPRESS SHADOWS CDD
District Engineer

Inframark
Mr. Bryan Radcliff
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300
bryan.radcliff@inframark.com



Johnson Engineering began providing professional engineering services for the Cypress Shadows CDD following a request for qualifications in 2020, a few years after it transferred to a resident-majority board. Our work commenced with research into the existing permits, plans, plats, and related documents which were used to develop a tabular listing and multiple maps that identified the areas of the community owned and operated by the CDD. We may also provide general engineering services for the CDD, including preparation of reports, meeting attendance, reports for bonds, feasibility studies, and assistance during construction.

PARK PLACE CDD
District Engineer

Inframark
Mrs. Angie Grunwald
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300 ext 116
angie.grunwald@inframark.com



As District Engineer for the Park Place CDD, Johnson Engineering has provided general engineering services related to traffic calming, roadway repairs and improvements (asphalt and brick pavers), ADA compliance, vendor/contractor selection and oversight, parking assessments and inspection of stormwater detention ponds as well as a other professional services on an as-needed basis. By closely coordinating with the District Manager and communicating effectively with the Board, we have been able to assist the District in maintaining its infrastructure at an acceptable level.

PINE AIR LAKES CDD
District Engineer

Governmental Mgmt. Services
Mr. Rich Hans
5701 North Pine Island Road,
Suite 370
Fort Lauderdale, FL 33321
(954) 721-8681
rhans@govmgtsvc.com



Johnson Engineering provides professional engineering services for Pine Air Lakes Community Development District located in Collier County, Florida. The work includes establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD. Our environmental team is currently providing preserve maintenance by overseeing exotic vegetation maintenance events.

LAKESIDE PLANTATION CDD
District Engineer

Governmental Management
Services - Central Florida, LLC
Mr. George Flint
135 West Central Blvd, Suite 320
Orlando, FL 32801
(407) 841-5524
gflint@gmscfl.com



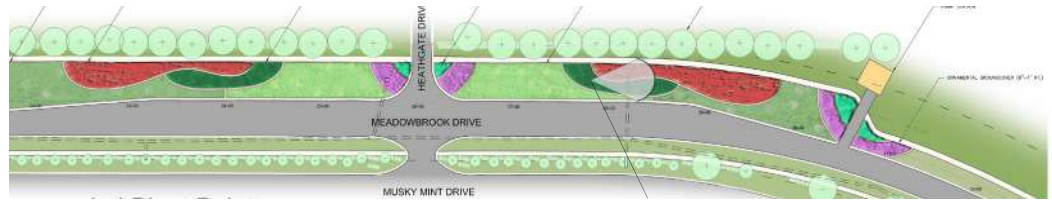
Johnson Engineering provides professional engineering services for Lakeside Plantation Community Development District. We service as District Engineer in the areas of stormwater management, environmental issues, transportation/roadway issues, utility design, landscape design, and construction management and observation, along with current permitting requirements in order to efficiently maintain or expand the District's services that are being provided to its residents.



SUNCOAST CDD

District Engineer

Inframark
Mrs. Heather Dilley
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300 ext 107
Heather.Dilley@inframark.com



Johnson Engineering was selected to provide professional engineering services for the Suncoast Community Development District in Pasco County, Florida in August 2013. Our work has included inspection of stormwater detention ponds (for SWFWMD Certification), review of and recommendations pertaining to contractor proposals, facilitating discussions between the Board of Supervisors and County staff, identifying and reporting roadway structural issues and responding to resident inquiries. Our landscape team designed the replacement of existing turf grass within the County ROW along the community's main entry road with a Florida Friendly and aesthetically pleasing landscape treatment. The design required consideration of the roadway landscape restrictions which limited the plant selections to grasses and groundcover to avoid frangibility concerns of trees within the roadway corridor.

LONGLEAF CDD

District Engineer

Inframark
Mrs. Heather Dilley
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300 ext 107
Heather.Dilley@inframark.com



Johnson Engineering has provided professional engineering services for the Longleaf Community Development District in Pasco County, Florida since 2009. The work includes establishment, reports for bonds, processing National Pollutant Discharge Elimination System (NPDES) permit compliance, assisting during the construction and development process, as well as during the operation and maintenance of the CDD. Additional services have included sidewalk/ADA surveys, resolution of trip hazards as a result of tree roots, solving drainage issues, pavement condition surveys, construction administration and observation, and regular communication with District Staff.

FOREST CREEK CDD

District Engineer

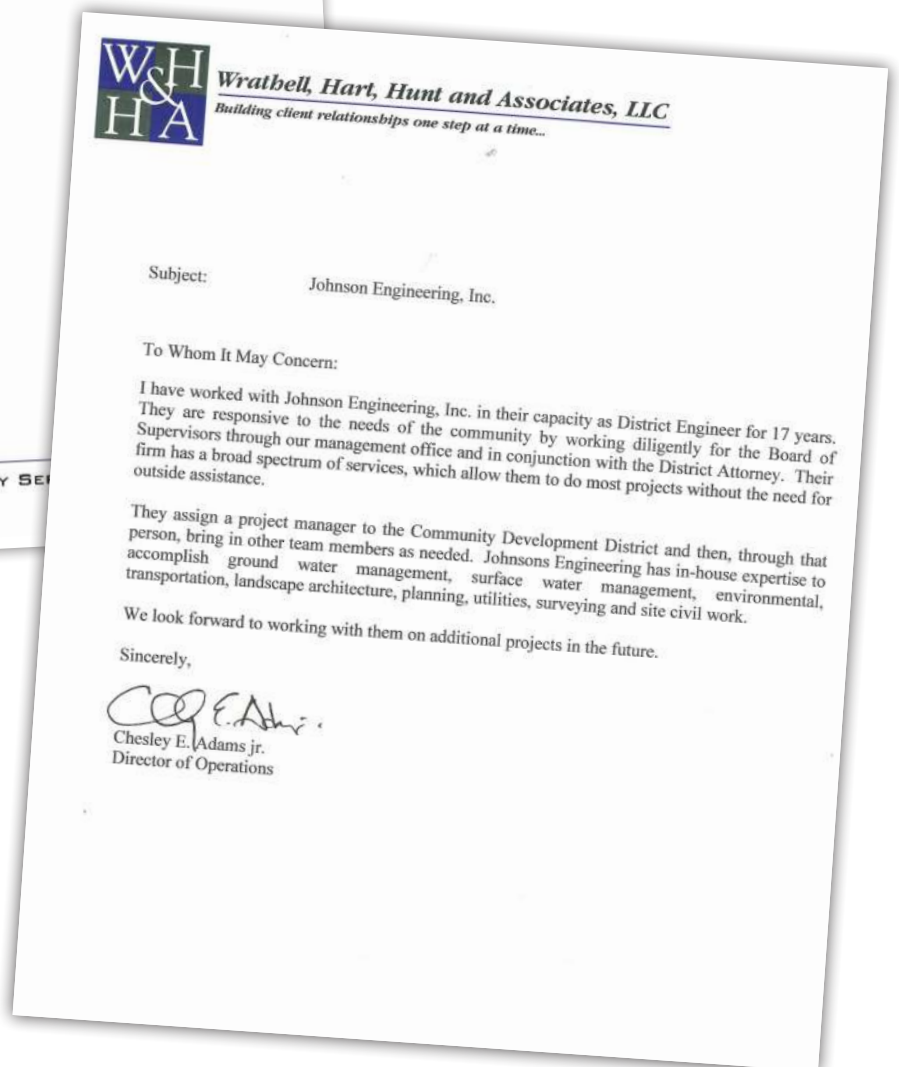
Inframark
Mr. Andrew Mendenhall
2654 Cypress Ridge Blvd. Suite 101
Wesley Chapel, FL 33544
(813) 991-4014
andy.mendenhall@inframark.com



Johnson Engineering provides general engineering services to the Forest Creek Community Development District. As District Engineer, we have assisted the District with its needs in the areas of stormwater management, environmental issues, transportation/roadway issues, survey, project bidding and construction observation as well as any additional services on an as-needed basis. Projects have included, but were not limited to, sidewalk repairs, roadway repaving, review of vegetative growth in conservation/preservation areas and permit research.



CDD CLIENT REFERENCES



APPROACH & IMPROVEMENT RECOMMENDATIONS



Community Development District Experience

Our team has extensive Community Development District (CDD) experience throughout Florida, as we are the District Engineer for many CDDs. The work includes establishment, reports for bonds, and assistance during the construction and development process as well as ongoing services during the operation and maintenance of the CDD. During the construction and development process, we prepare the Engineer's Reports and amendments when needed, and review and approve requisitions from bond proceeds. After the work is complete or largely complete by the original developer, we participate in the long-term operation and maintenance with the CDD through facilities modifications, GATSB 34, upgrades to irrigation and maintenance facilities, as well as modifications to the water management system. We have assisted, and are currently assisting, Districts with sidewalk/ADA assessments, traffic signage and pavement marking surveys, ownership mapping, pavement condition assessments, drainage issue resolution, pond and wetland inspections, road resurfacing, and other improvement projects. We have also developed a Permit Criteria Manual to be used for new phases of development within the District limits of one of our clients.

On a regular basis (sometimes monthly), we survey our existing CDD/HOA communities and provide a report to the District Manager identifying any safety or infrastructure concerns. Our reports have included photos and descriptions of lifted and/or cracked sidewalks (sometimes because of tree roots) related to ADA non-compliance, areas of ponding, slope erosion/failure, locations of faded traffic signs or pavement markings and locations of pavement failure. Solutions have included chemical grout injection to address sidewalk trip hazards, saving our clients time and money (we were able to address 10 times the number of trip hazard locations using this method versus the traditional sidewalk removal and replacement method for the same amount of money, freeing up funds for other projects). Root barriers have also been implemented in addressing the sidewalk locations being affected by tree roots. Our experience has shown that some issues can be resolved quickly and with minimal disruption to a community's residents by pursuing alternatives to construction.

Stormwater Management Systems

Hundreds of stormwater management facilities in communities throughout Southwest Florida bear the professional seal of our staff. The members of our surface water management team of professionals have experience in everything from county-level surface water master planning to stormwater facility design for small businesses. Some of the most exciting projects come out of stormwater retrofits of existing communities, which can be some of the most challenging and complex. Many times, it is not physically or financially feasible to completely fix an existing problem. Our team of surface water professionals understand this and work with our clients and interested third parties to come up with the best financially-feasible solution. Water quality is now in the forefront of all retrofit projects. The flooding and water quality problems must be solved simultaneously even though their solutions often work at odds to each other. Our experience and understanding of the local hydraulics and hydrology of Collier and Lee Counties and surface water BMPs helps us solve both problems with one solution.



Bonita Landing Community Development District
District Engineer
March 2, 2023





Transportation

Our transportation team has assisted other local CDDs/HOAs with their roadway maintenance issues by communicating solutions promptly as if they had their very own Public Works department. With more than 15 employees supporting him within our transportation market group, we are experienced in a wide of array of roadway design and construction inspection services. We are familiar with the requirements and operating procedures of many municipalities in Florida including the FDOT. We are also experienced in all manners of permitting associated with transportation improvements including FDOT pre-qualifications in the following areas: 3.1, 3.2, 6.1, 7.1, 7.3, 8.1, 8.2, 8.4, 10.1, 10.4, 13.6, 15.

Our design services range from sidewalk ADA compliance reviews, corridor analyses, preliminary design studies, and intersection improvements to full scale major roadway design. Roadway design is intricately correlated with the adjacent development, drainage, utilities, and environment. With in-house expertise in these areas as well, we offer a comprehensive design and permitting service. We also have long standing relationships with proven consultants in the transportation sub-disciplines of traffic, lighting, and signalization. These relationships perfectly complement our core design, providing a complete and quality design product.

Our transportation group also offers construction engineering and inspection (CEI). With 10 FDOT certified roadway and utility construction inspectors, we have the means to make sure the design is constructed properly. Our inspection staff is also well versed in the construction and acceptance criteria of the local municipalities. On-site inspection is critical to ensure compliance not only with the plans, but with the specifications and contract documents. Inspection is often required in cases where improvements are to be turned over to a local municipality for maintenance. Our local experience and thorough expertise in all manners of transportation improvement projects will ensure a quality product is delivered in an efficient manner; from conception to completion.



Environmental Monitoring Experience

Our team is adept at the preparation of all types of mitigation and environmental monitoring reports required by the South Florida Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and any pertinent local agencies requiring this information. In addition, a mitigation monitoring protocol is established and designed as specified in the permits issued for development. We have implemented monitoring programs for a variety of mitigation areas ranging from under 10 acres to 13,000 acres. Components of typical monitoring programs include the establishment and analysis of vegetation monitoring transects, groundwater monitoring wells, mapping of invasive exotic vegetation, and identification and quantification of fish and macroinvertebrate species to assess wetland health and surface water quality within freshwater and estuarine wetland ecosystems.



Utilities

Utilities play a fundamental part in our everyday lives, yet we take for granted the vast systems of water, irrigation and sewer lines that run beneath us, and the engineering it took to provide such consistent service. Our utilities market group is a highly motivated and energetic group of professionals dedicated to the water and wastewater industry. Our expertise has brought water to fire hydrants, homes, drinking fountains, and swimming pools throughout Florida and provided wastewater systems for entire communities. While Collier County Utilities provides services to your community, we stand ready to advise if difficulties arise.



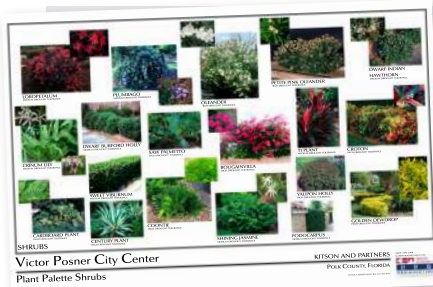


Landscape Architecture

It has been said, "You only get one chance to make a first impression." This adage expresses the primary reasons for developing beautiful landscapes and streetscapes along the main corridors and neighborhood entries within your community. The main portal into this existing residential neighborhood will set the stage for impressions of the community by residents and visitors. The character of this roadway should stand out and reflect that certain level of treatment and attention to detail that represents the lifestyle within the community. At the same time, it must emphasize a gracious welcoming into this neighborhood and the variety of amenities it provides.

Our guide for developing a beautiful landscape renovation design is our focus on complying with the Landscape Committee's goals and "Vision". For this community, the landscape renovation design could include:

- ✎ Utilizing "Florida Friendly" and native landscaping,
- ✎ Incorporating native and drought tolerant plantings,
- ✎ Minimizing landscape maintenance,
- ✎ Implementing sustainability with the elimination of standard irrigation practices,
- ✎ Compliance with sight visibility requirements,
- ✎ Proposed landscape enhancements that provide continuity with existing landscaping surrounding the project area.



Landscape Architecture Services for CDDs often include:

Design Review for Building Guideline Compliance

- ✎ New construction
- ✎ Remodeling / Additions
- ✎ Color & material change recommendations & approvals

Horticultural Maintenance

- ✎ Site walkthrough evaluation & report: Are you paying for too much maintenance? Occasional pruning vs. continual trimming
- ✎ Maintenance guide: Excessive trimming...it all looks the same! Fertilization for healthy plants, pest control recommendations

Arboricultural & Coordination Services

- ✎ Tree trimming overview & recommendations. Trees can create ongoing concerns if left unattended... insurance implications!
- ✎ Coordinate work with Certified Arborists

Design Upgrades to Maintain Property Values:

- ✎ Community "Branding" and Master Planning
- ✎ Refurbish declining plantings
- ✎ Site enhancements with sustainability techniques and Low Impact Development (LID) design
- ✎ Landscape modifications, revised plant palette suggestions for better curb appeal, less maintenance, reduced water consumption - sustainability/Florida Friendly/native
- ✎ Hardscape refurbishment: fences and buffers, pavements, signs, water features, pools and spas, recreation elements, image & identity, outdoor furniture, etc.
- ✎ Landscape lighting design/area lighting design
- ✎ Community "Branding" and Master Planning
- ✎ Site lighting design

Irrigation

- ✎ Perform a wet check to evaluate proper design & operation
- ✎ Design modifications, upgrades & water use improvements
- ✎ Water source design and connections (well, potable or reclaim)

Permitting & Compliance

- ✎ ADA Compliance Audits
- ✎ Tree removal permits
- ✎ Landscape & Irrigation Certification
- ✎ Local government permitting
- ✎ Landscape Construction Phase Services
- ✎ Plans Preparation
- ✎ Bidding Assistance
- ✎ Construction Observation & Reporting





Geographic Information Systems (GIS)

Our team uses ESRI's ArcGIS technology to provide an array of interactive digital mapping, data management and spatial analysis and 3D modeling solutions. Tailored web-based applications can be developed for secured, client-only access or for public presentation of maps and support analysis of spatial data. Using GPS, conventional surveying and subsurface utility engineering, our team can provide GIS utility mapping, including asset management, inventories, systems analysis tools and real time system conditions and monitoring. We locate and identify the elements, attributes and condition of these networks and offer a true working model to our clients. We also offer the support, update, and maintenance of our GIS deliverables to ensure that our clients have the most up-to-date and accurate mapping resources available.

Johnson Engineering's GIS team has developed Mobile Mapping applications for iPhone and iPad devices, as well as for some Android and Blackberry mobile devices. These applications allow you to access and view your project specific data layers on your mobile device and see your current position relative to those layers with an aerial background using your device's GPS location information. Mobile maps are also viewable using standard desktop web browsers. Data layers vary from point based features to linear or polygon features. Our team currently employs this technology to assist field operations for environmental/species mapping, well locations and stormwater facilities.

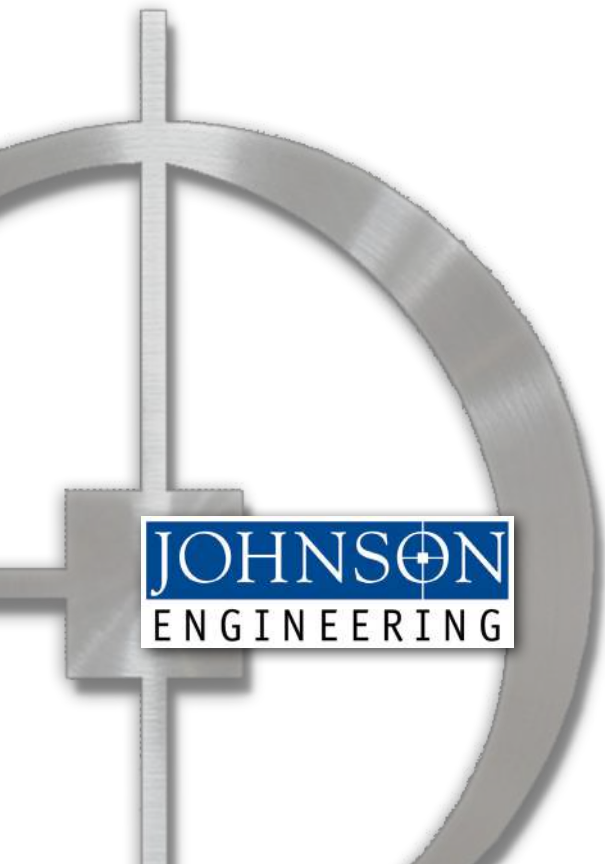


Mobile Mapping Application Benefits - ArcGIS Application - Uses

- ↪ Navigate to field features like wells, structures, monitoring stations, etc.
- ↪ Illustrate for clients, proposed conditions on site.
- ↪ Visualize multiple projects with aerial backgrounds.
- ↪ Locate and visualize existing/proposed underground facilities.
- ↪ Follow onsite drainage patterns and interaction with regional drainage features.
- ↪ Track and navigate to project assets and amenities
- ↪ Depict and navigate to Boundary Survey and Control monumentation.
- ↪ Overlay and visualize a variety of agency polygon coverages with your project limits like Land Use/Land Cover; Wetlands, Soils, Water Body IDs, FEMA Flood Lines, Zoning, Future Land Use, etc.

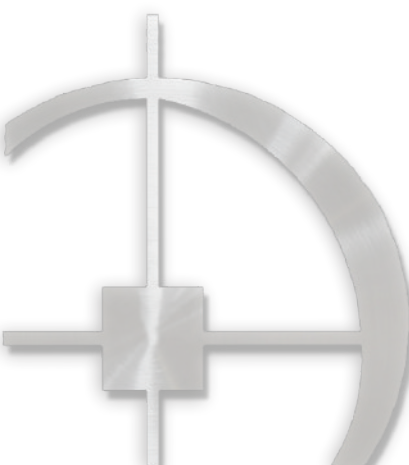
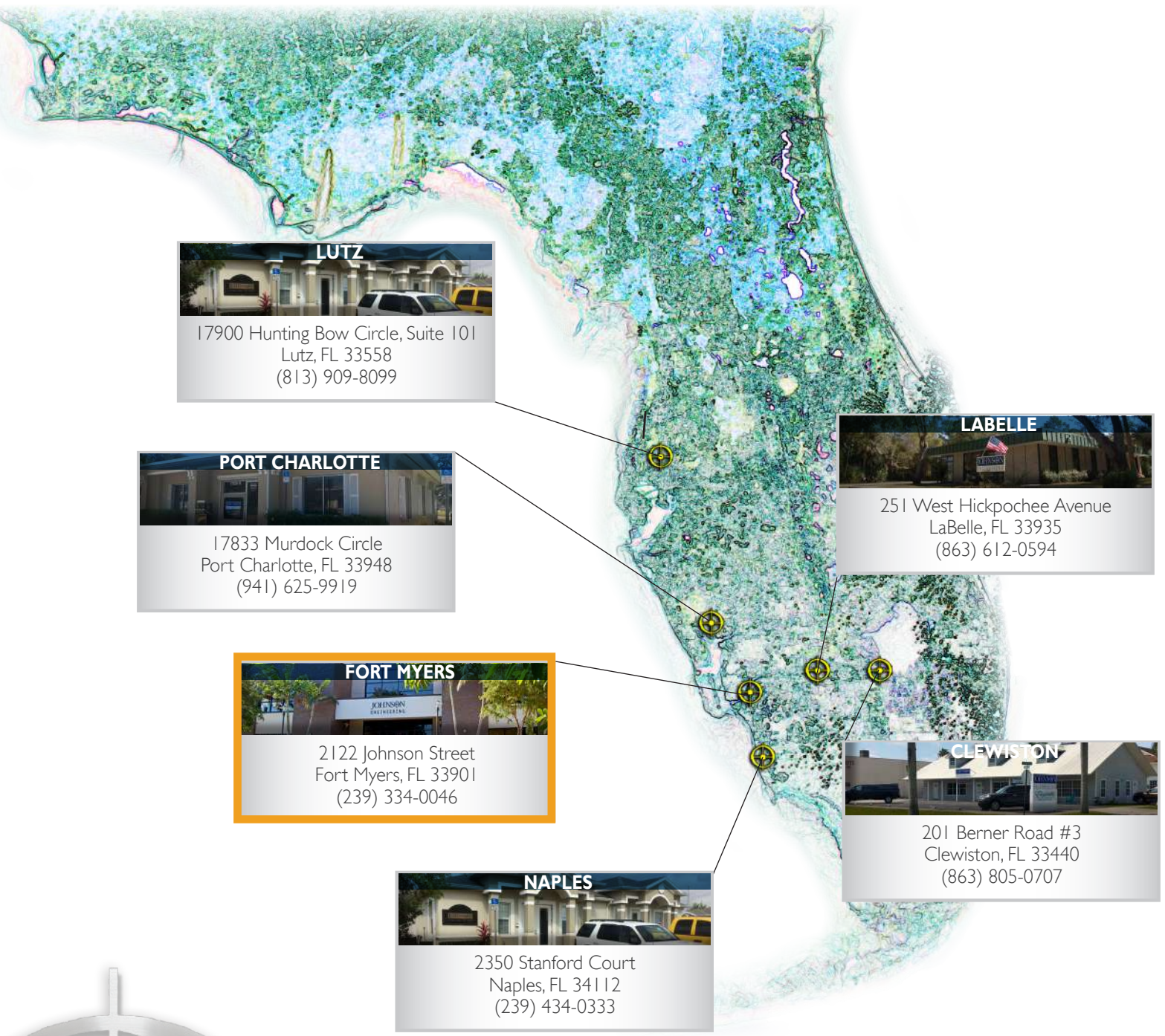


e. Geographic Location

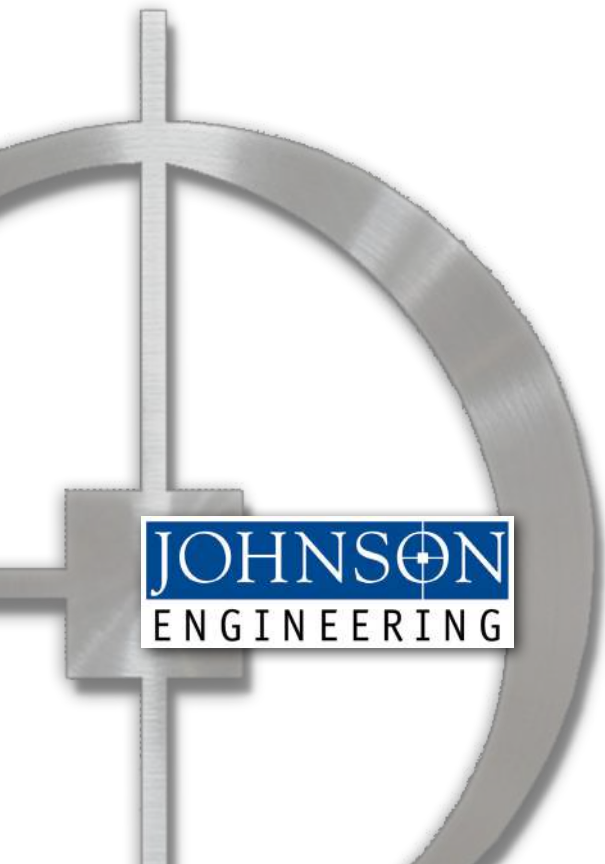


OFFICE LOCATIONS

We have six offices located throughout Florida. Our Fort Myers office, will be the base of operations providing District Engineering Services to the Bonita Landing Community Development District.



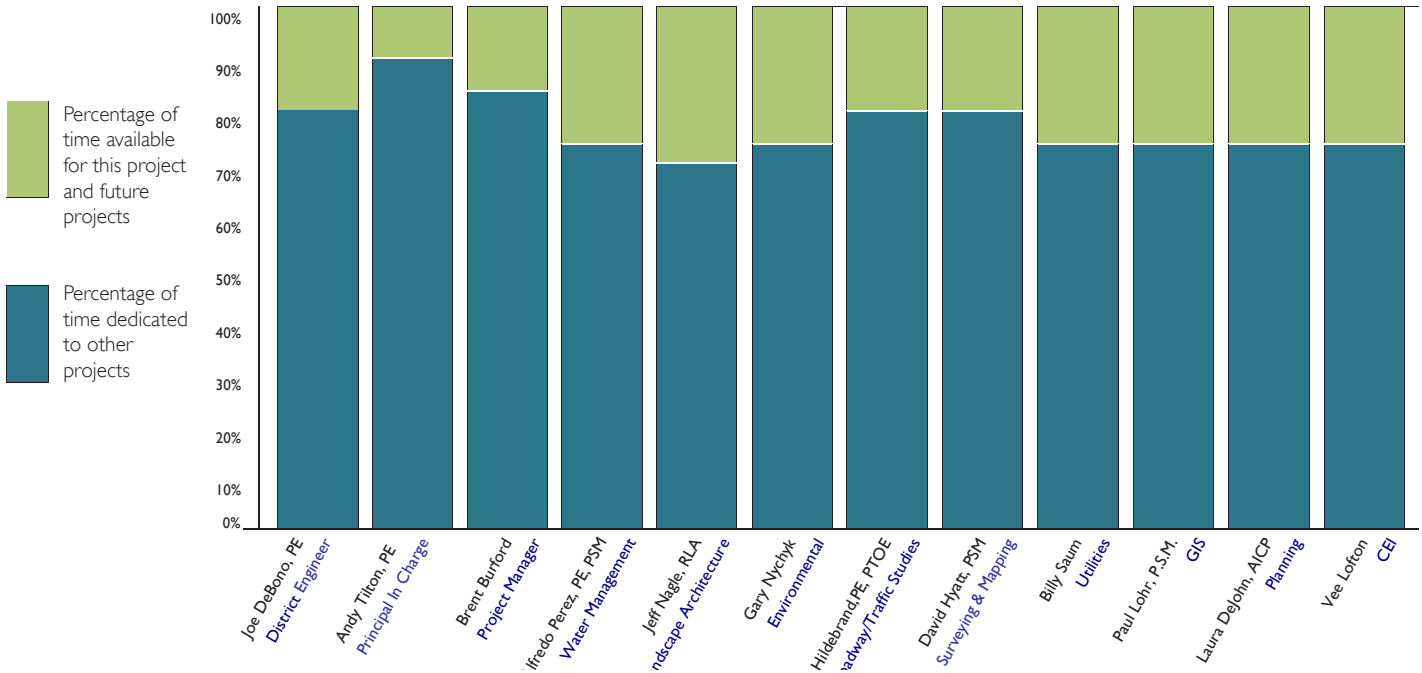
f. Current & Projected Workload



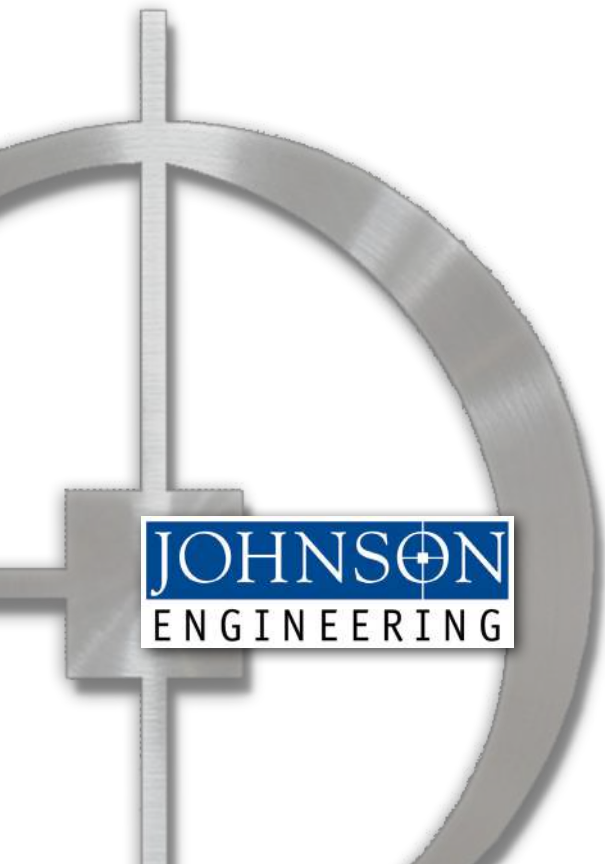
CURRENT & PROJECTED WORKLOAD

All key team members have sufficient availability and are excited to dedicate their efforts to help the CDD. With a company of over 120 experienced employees, we have the ability to accommodate your schedule.

Current Percentage of Available Time of Key Personnel



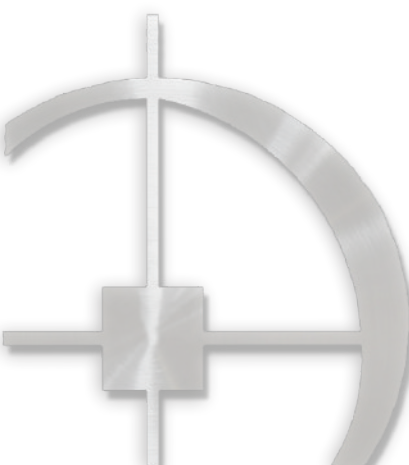
g. Volume of Work Previously Awarded by District



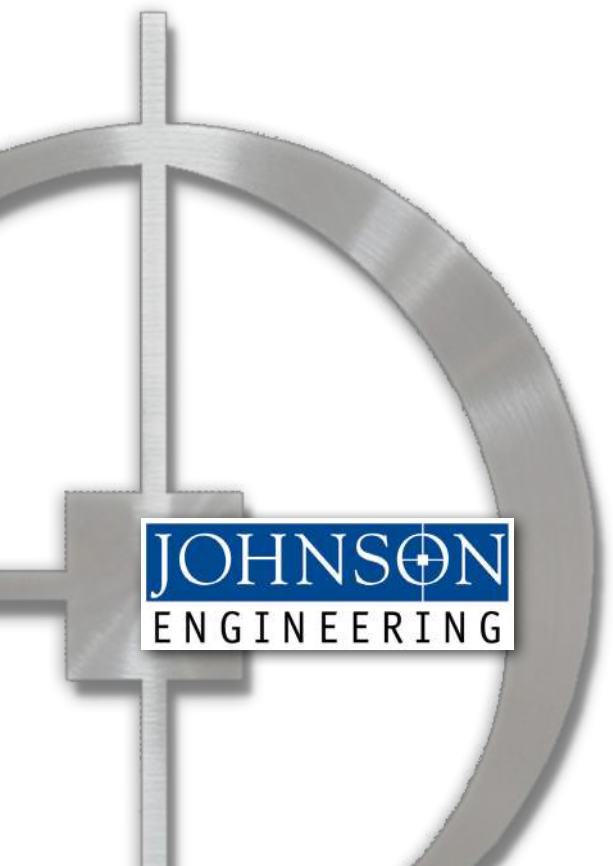
As previously noted, we have been working with Community Development Districts for more than 47 years throughout the State of Florida. We have provided services related to drainage, survey, environmental issues, transportation/roadway issues, utility design, landscape design and construction management.

Although we have extensive experience acting as District Engineer, we have not previously been awarded any work by the Bonita Landing Community Development District. We have, however, successfully interacted with the District Manager and District Counsel in their capacity at other Districts.

If selected, we are ready to assist the Board to achieve its goals and to contribute to the efficient operation and maintenance of the District's infrastructure.



h. SF330



JOHNSON
ENGINEERING

ARCHITECT-ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Bonita Landing CDD - District Engineer

2. PUBLIC NOTICE DATE

2/28/23

3. SOLICITATION OF PROJECT NUMBER

B. ARCHITECT ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Andrew Tilton, PE, Principal-in-Charge

5. NAME OF FIRM

Johnson Engineering, Inc.

6. TELEPHONE NUMBER

(239) 334-0046

7. FAX NUMBER

n/a

8. E-MAIL ADDRESS

atilton@johnsoneng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	X			Johnson Engineering, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2122 Johnson Street Fort Myers, Florida 33901	Project Management, Water Management, Utilities, Surveying, GIS, Environmental, Roadways, Construction Inspection, Planning, Landscape Architecture, Traffic
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Included within proposal)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Joe DeBono, PE		13. ROLE IN THIS CONTRACT District Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 10	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Johnson Engineering, Fort Myers, Florida					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S. - Civil Engineering			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida - PE		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>					

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Pelican Marsh CDD Collier County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Johnson Engineering has provided general engineering services for the Pelican Marsh CDD in North Collier County, Florida since 2002. Joe is responsible for the pavement and drainage inlet inspection report.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Stoneybrook CDD Lee County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> In his role as District Engineer, Joe has prepared the Engineers Report for the 2022 Bond Certification.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Micosukee Tribe New Trail Community Micosukee Tribe Reservation	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Joe is the design engineer for community expansion on the Micosukee Tribe reservation.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Collier Area Transit Rural Bus Stop Design Collier County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Joe is part of the team that's designing 40+ rural bus stops throughout central and east Collier County. This project's scope also included post design and construction related services for Collier Area Transit (CAT). The rehabilitated bus locations would ensure American Disabilities Act (ADA) compliancy was achieved and the bus stop locations would accommodate future equipment upgrades.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Andrew Tilton, PE	13. ROLE IN THIS CONTRACT Principal-in-Charge	14. YEARS EXPERIENCE	
		a. TOTAL 44	b. WITH CURRENT FIRM 44

15. FIRM NAME AND LOCATION (City and State)
Johnson Engineering, Fort Myers, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) M.E. - Hydraulics B.S. - Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PE
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Co-authored with Dr. B.A. Christensen, "Stormwater Management by Microcomputer" International Conference on the Use of Micros in Fluid Eng., London, England, June 7-8, 1983

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Mediterra CDD – District Engineer Collier County, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering has been the District Engineer at Mediterra since 2002. Work has included pay request review for release of bond funds, stormwater pond evaluations, fire safety related to naturally vegetated areas, and littoral vegetation maintenance.		
b.	Midfield Terminal Complex for Lee County Port Authority Fort Myers, Florida	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Andy was involved in the study, design, permitting and provided construction guidance for the water management features of the runway site and the offsite mitigation park. The overall project construction cost was in excess of \$380 million.		
c.	Verandah West CDD - District Engineer Lee County, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering prepared the original Engineer's Report and amendments, along with the other items in the Verandah West Community, located in Lee County, Florida. During construction, portions of the community assets were reviewed by our team prior to acquisition by the CDD. This included review of construction documents, on-site testing and certifications to the regulatory agencies. We also assisted with delineation of conservation areas and private lands within the District for the division of maintenance responsibilities.		
d.	Burnt Store Road Phase 2 Charlotte County, Florida	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering recently finished the design on four miles of 2 to 4 lane widening of Burnt Store Road in Charlotte County. Johnson Engineering provided all aspects of roadway, drainage and utility design and permitting. The project included lighting, significant ROW acquisition, bat surveys and volumetric compensation for historic basin storage. Design is complete and final permits are expected in the next month.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Brent Burford, E.I.	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 19	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Environmental Engineering (2002), University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/E.I.	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Florida Engineering Society			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Lakeside Plantation CDD - District Engineer North Port, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm In his role as District Engineer, Brent has performed lake infrastructure inspections and repairs, prepared preserve maintenance contracts and inspections, corrected drainage issues, and general engineering support to the Board of Supervisors as needed.		
b.	(1) TITLE AND LOCATION (City and State) Pine Air Lakes CDD - District Engineer Naples, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Brent, along with the Johnson Engineering Environmental team have been involved with remediation and supplemental plantings within the conservation area. He also, performs quarterly water level monitoring and general engineering support to the Board of Supervisors as needed.		
c.	(1) TITLE AND LOCATION (City and State) West Bay Club - Project Manager Fort Myers, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Brent served as project manager on various projects within West Bay Club. Projects included site design, permitting, utility and roadway construction, environmental permitting compliance, drainage, riparian setbacks, coastal construction, and land use changes. Also, served as a member of their Development Review Committee.		
d.	(1) TITLE AND LOCATION (City and State) Taylor County Board of Commissioners - Engineer Perry, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Brent work for the County Engineer on various project including but not limited to roads, sports complex, boat ramps, and recreational parks. We performed all work on the projects in-house from conception to completion.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Alfredo Perez, PE, PSM	13. ROLE IN THIS CONTRACT Water Management	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION <i>(City and State)</i> Johnson Engineering Inc., Fort Myers, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida - PE & PSM	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> OSHA 10: Construction Outreach Training Course			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Green Meadows Water Treatment Plant Wellfield Expansion - Lee County Utilities Lee County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2012 - 2015	CONSTRUCTION <i>(If applicable)</i> 2015-2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for preparing the design plans pre-construction and overseeing daily construction activities on the proposed potable wells, raw water lines and roadway. Assisted in review of shop drawings, field directive changes, water quality sampling, specific capacity testing, step drawdown testing, aquifer performance testing, pressure testing, density testing, roadway grading, construction reporting, project certification review and record drawing preparation.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Peace River Dredging - Peace River Manasota Regional Water Supply Authority Desoto County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014 - 2016	CONSTRUCTION <i>(If applicable)</i> 2016-2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Responsibilities included: assisting with the hydrographic survey, survey review, plan exhibit preparation, modeling (HECRAS) existing conditions for the proposed pump intake, shop drawing review during river dredging, and post dredge comparison of the project.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Production Well No. 3 - Seminole Tribe of Florida Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i> 2014
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Construction engineering and inspection on the Immokalee Reservation's newest potable water supply well. Responsibilities, included: plan production, shop drawing review, pipeline pressure testing, drawdown testing, and serving as the company's engineering representative during construction.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Ben Hill - Alico Road Wastewater Force Main Lee County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Performed a pipeline alignment analysis on a future force main along a major corridor in Lee County. Report recommended best option based on location, existing utilities, construction methods, cost, and overall feasibility of constructing a pipeline.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Jeff Nagle, RLA	13. ROLE IN THIS CONTRACT Landscape Architecture	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida
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16. EDUCATION (DEGREE AND SPECIALIZATION) B.S./Landscape Architecture Rutgers University, Cook College, 1986	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/Landscape Architecture New Jersey/Landscape Architecture
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Florida Registered Landscape Architect, New Jersey Licensed Landscape Architect, New Jersey Licensed Professional Planner, American Society of Landscape Architects member
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19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) South Biscayne Drive Median Landscape Renovations City of North Port, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This landscaping project of 1.5 miles of roadway median renovation is located within the ROW of South Biscayne Drive within in the City of North Port. The outdated landscape medians consisted of mainly of Cabbage Palms that were well beyond their peak of maturity. This renovation was the City's response to the surrounding residential community's desire to improve the neighborhoods main roadway character. The final design will include drought tolerant FL friendly plantings to reflect the character of the community and ensure durability, sustainability, and reduced maintenance requirements. Sustainable practices will include hydrant supplemented low volume irrigation, soil amendments with compost and water absorbing polymers to insure plant health and the removal of all turf areas to reduce maintenance effort and costs.		
b.	(1) TITLE AND LOCATION (City and State) West County Sheriff Station District 1 Charlotte County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering's landscape architectural team prepared landscape and irrigation design and construction plans for County permitting, bidding and construction of the new West County Sheriff Station site containing approximately 5.5 acres, located at the intersection of Sunnybrook Boulevard and Wilmington Boulevard in Englewood, Charlotte County. The landscaping design was unique on this project requiring compliance with not only Charlotte County's Land Development Code requirements but also with Homeland Security design requirements and implementing design principles of Crime Prevention Through Environmental Design (CPTED) for the placement of proposed landscaping materials due to the nature of the site use and heightened security requirements. Our team provided landscape architectural services for design, bidding assistance, and construction oversight on this project.		
c.	(1) TITLE AND LOCATION (City and State) Rotonda West Entry Signs Charlotte County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014	CONSTRUCTION (if applicable) 2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Jeff was responsible for updating the their existing and deteriorating identity signs at five locations. The scope of this project included the development of a new sign that would embody the character of the community while being sensitive to the budget. Through a series of public meetings and concept development a new sign emerged to reflect this established community and its history.		
d.	(1) TITLE AND LOCATION (City and State) Harbor Trail & Wayfinding Parmely Street Charlotte County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm This project will both visually and physically enhance the existing corridor connection from the heavily traveled US 41 to the existing and historically significant Bayshore Live Oak Park. Landscape architectural design enhancements include a gateway entry sign at the US Highway 41 entry, way-finding signage for Bayshore Live Oak Park, accessible sidewalk , aesthetically enhanced street intersections, decorative roadway lighting including banners, enhanced and decorative regulatory signage, and visually pleasing Florida Friendly landscaping and low volume irrigation. The landscape architectural improvements were designed to improve both the pedestrian and vehicular experience within this roadway corridor and establish character branding within Charlotte Harbor.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Gary Nychyk		13. ROLE IN THIS CONTRACT Environmental		14. YEARS EXPERIENCE	
				a. TOTAL 20	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Marine Biology (1998)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Authorized Gopher Tortoise Agent; Florida Fish and Wildlife Conservation Commission					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Southwest Florida International Airport - Midfield Terminal Expansion - Project Millennium/Fort Myers, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering's Environmental Department was responsible for providing environmental services required at the project site for SFWMD and USACOE permitting and the 7,000 acre offsite mitigation area. The extensive habitat mapping, species surveys, water level data and habitat evaluations formed the input for the overall Mitigation Park management plan and design. The design included over 500 acres of wetland creation and construction cost totaled \$7.4 million. Johnson Engineering also provided construction oversight for the Mitigation Park which in 2004 won a national award from the Airports Council International - North America for environmental excellence. Johnson Engineering currently serves as SWFIA's Environmental and Planning Consultant.		
b.	State Road 739 (Metro Parkway) Extension/Fort Myers, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering conducted all the environmental permitting required for the extension of State Road 739 (Metro Parkway) from Six Mile Cypress Parkway to Alico Road. This project involved habitat mapping, protected species surveys, managing for Big Cypress fox squirrel and gopher tortoise involvement, state and federal wetland permitting, mitigation design and implementation. As compensation for wetland impacts associated with the roadway crossing of Six mile Cypress Slough, the wetland mitigation program includes over 284 acres of wetland restoration in Lee County's Six Mile Cypress Slough Preserve.		
c.	Boca Grande Causeway North Swing Bridge Replacement / Placida, Florida	2013	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Johnson Engineering environmental team conducted all of the environmental permitting required for the replacement of the Boca Grande Causeway North Swing Bridge. Tasks included SWFWMD and USACOE Environmental Resource and Federal Dredge and Fill Permitting, obtaining USACOE Section 408 Clearance for project involvement within the federal navigation channel, USCG Bridge Permitting, NMFS consultation for smalltooth sawfish (critical habitat), sea turtles and manatee, sea grass surveys, benthic surveys and protected species surveys, and preparation of Biological Assessment Report.		
d.	Pine Island Wastewater Treatment Plant/Pine Island, Florida	2005	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Johnson Engineering Environmental team performed all permitting required for the construction of the Pine Island Wastewater Treatment Plant. This project involved working within three different bald eagle nests's primary and secondary zones, relocating gopher tortoises and beautiful pawpaw (an endangered plant), managing for Eastern indigo snakes, wetland impact permitting, mitigation design and implementation, restoring the Matlacha Wastewater Treatment Plant, and securing a submerged lands lease from FDEP.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME David Hyatt, PSM	13. ROLE IN THIS CONTRACT Surveying & Mapping	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Naples, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Engineering Technology (YEAR), Florida State College		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PSM	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Immokalee Road, Collier Boulevard to 43rd Avenue NE Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for design survey performed for use in the design of a new six-mile road corridor. Services included aerial topographic surveys, jurisdictional surveys, a control survey and right of way mapping a sketch and descriptions for take parcels, this also included preparation for and attendance of Order of Taking Hearings.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) Collier Boulevard, Golden Gate Boulevard to Immokalee Road Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2007	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for right of way mapping project for the widening of the existing road corridor. Services provided included preparation of right of way maps as well as sketch and descriptions of proposed parcel takings, this also included preparation for and attendance of Order of Taking Hearings.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) Collier Boulevard, Davis Boulevard to Golden Gate Canal Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for right of way mapping project for the widening of the existing road corridor. Services provided included preparation of right of way maps as well as sketch and descriptions of proposed parcel takings.		
	<input type="checkbox"/> Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State) Davis Collier Boulevard, US 41 to Boulevard Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for right of way mapping project for the widening of the existing road corridor. Services provided included preparation of right of way maps as well as sketch and descriptions of proposed parcel takings.		
	<input type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Alec Piironen	13. ROLE IN THIS CONTRACT Water Use	14. YEARS EXPERIENCE	
		a. TOTAL 7	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Earth & Environmental Sciences, University of Illinois at Chicago (2015)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) ASTM 1527-21 MODFLOW	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Ave Maria Hydrogeological Investigations Collier County, Florida	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with Sandstone and Lower Tamiami aquifer irrigation well construction, aquifer performance testing and water quality analysis.		
b.	Town and County Utility Hydrogeological Investigation at Babcock Ranch, Florida	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with Upper Floridan and Sandstone aquifer test well construction, aquifer performance testing and water quality analysis.		
c.	Irrigation and Construction Dewatering Permitting Southwest Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with the preparation of irrigation permit applications for various residential community development projects, which included water resource and regulatory review, and permitting assessment.		
d.	Phase I Environmental Site Assessments (ESAs) Southwest Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted in the historical document inquiry and review, site reconnaissance, report preparation and review for various commercial, industrial, and rural clients.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Billy Saum, PE	13. ROLE IN THIS CONTRACT Utilities	14. YEARS EXPERIENCE	
		a. TOTAL 7	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida
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16. EDUCATION (Degree and Specialization) B.S. - Environmental Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State And Discipline) Florida - PE
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) Misc. Wastewater Data Collection, Analysis, and Evaluation Collier County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015 - Ongoing	CONSTRUCTION (If applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
 This project consists of providing ongoing services for Collier County to determine wastewater system pressures and flow conditions. Billy is responsible for the project management, field data collection, coordination and meetings with Collier County Wastewater Collections and Engineering staff, data analysis, and system evaluation. The data and analysis are used to determine connection pressures to size pumps, determine pump station and force main flow capacity, and evaluate system performance to maximum efficiency and determine if systems are prone to inflow and infiltration (I&I) as a result of rainfall. This project is unique in that it utilizes real world collected data as the basis for determining system improvements to ensure facilities are properly sized to accommodate both existing and future wastewater generation.

b. (1) TITLE AND LOCATION (City and State) Septic to Sewer Improvements: City of Clewiston, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Substantially Complete

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
 This project consists of improvements to convert the existing septic system servicing a federal government facility to a centralized gravity sewer system. Billy is responsible for the project management, design, permitting, bidding assistance, and construction administration services. Billy is also the engineer of record for the project. The project includes the installation of 1,400 LF of 8" gravity sewer, 10 manholes, a 6-inch force main installed via directional drill underneath an existing canal, a duplex pump station, connections to the existing system, abandonment of the existing septic system, and restoration to all impacted areas. This project also included coordination with City, Contractor, and USACOE staff, and local businesses. The project is currently substantially completed, under budget, and ahead of schedule.

c. (1) TITLE AND LOCATION (City and State) Hickory Road Water Main Improvements: Collier County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
 This project consisted of replacing an existing 16" water main that was failing with a new 20" water main pipeline within an existing built out residential area in Naples Florida. Billy was the project engineer during the design phase of the project and was also responsible for permitting, bidding assistance, and construction administration and was the engineer of record certifying the project. This project included the installation of 4,700 feet of 20" water main pipeline, various quantities of 8"-24" water main pipelines, an 18" diameter pipeline installed via directional drill underneath US-41, valves, hydrants, connections to existing systems, abandon the existing 16" water main in place, and restoration to all disturbed areas, including residential driveway replacements. This project also included extensive coordination with County and contractor staff, residences in the community, and FDOT staff. The project was completed within the schedule and budget.

d. (1) TITLE AND LOCATION (City and State) Pump Station 300.06 Improvements: Collier County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
 This project consisted of improvements to the existing duplex pump station located in a residential community to meet the current standards and improvement operations. This project also consisted of acquiring a new easement from the nearby Condominium association to locate an emergency backup generator to power the pump station in the event of a power failure. Billy was the engineer of record for this project and performed project management, permitting, design and equipment selection, bidding assistance, and construction administration and inspection services. This project also included extensive coordination with County staff, and contractors and subcontractors, and residences of the community and condominium association boards.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Laura DeJohn, AICP	13. ROLE IN THIS CONTRACT Planning	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 16

15. FIRM NAME AND LOCATION (City and State)
Johnson Engineering, Fort Myers, Florida

16. EDUCATION (Degree and Specialization) Master of Planning - American Urbanism Bachelor of City Planning	17. CURRENT PROFESSIONAL REGISTRATION (State And Discipline) AICP (American Institute of Certified Planners)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Member, APA (American Planning Association)

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) Comprehensive Plan Village of Estero, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Laura assisted with the data collection, analysis, public involvement, and drafting of the Village's first Comprehensive Plan and continues in providing similar services in preparation of the Village's first Land Development Code. Laura's focus was the Future Land Use Element and Map, Community Design Sub-Element, formatting of the final comprehensive plan, architectural and landscape standards, and presentations to the Planning and Zoning Board and Village Council.

b. (1) TITLE AND LOCATION (City and State) Stoneybrook CDD Lee County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008	CONSTRUCTION (if applicable)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Laura assisted with the communitywide lake bank restoration project, which included inventory, mapping and coordination with Lee County Development Review staff to justify deviations to allow alternative designs for lank bank restoration to be more cost effective and to minimize impact to property owners.

c. (1) TITLE AND LOCATION (City and State) Pine Air Lakes CDD Collier County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2007	CONSTRUCTION (if applicable)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Laura assisted with establishing a permit tracking system for the CDD to identify and maintain compliance with monitoring, reporting, and other stipulations for the various entitlements and permits issued within the CDD.

d. (1) TITLE AND LOCATION (City and State) Miromar Square Corporate Center Lee County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Laura prepared commercial planned development and notice of proposed change applications for an 18-acre office and hotel site, coordinated master concept plan, Estero Community Planning Panel presentation, and processed applications with County staff, hearing examiner and Board of County Commissioners.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Paul Lohr, GISP	13. ROLE IN THIS CONTRACT GIS	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 23

15. FIRM NAME AND LOCATION (City and State)
Johnson Engineering, Fort Myers, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Computer Information Technology/Hodges University	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ER Mapper Certified trainer, several CompTIA certifications, Certified GIS Professional

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Babcock Ranch Community Permitting Charlotte County, Florida	2007	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul provides plan production services and necessary area calculations under the direction of the project ecologist.		
b.	Corkscrew Wellfield Fort Myers, Florida	2009	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul was responsible for georeferencing, contrast enhancing, color balancing, mosaicking and compressing six years worth of historic aerial photographs spanning 60 square miles.		
c.	Keri Road / Richard Roberts Farms Hendry County, Florida	2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul created existing land cover / land use mapping, calculations as well as SFWMD and ACOE permit drawings.		
d.	Helms Road Extension Hendry County, Florida	2012	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul provided gopher tortoise permit drawings, GIS-based listed species analysis, Crested caracara mapping for the project, created and maintained ArcGIS Online-based field maps for species assessments, SFWMD and ACOE permit drawings.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Joshua Hildebrand, PE, PTOE		13. ROLE IN THIS CONTRACT Roadway/Traffic Studies		14. YEARS EXPERIENCE	
				a. TOTAL 12	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, Fort Myers, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Civil Engineering (2007), Purdue University			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PE Florida - PTOE		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Intermediate MOT, FDEP Qualified Stormwater Inspector, FDOT Level of Service					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Helms Roadway Extension Hendry County, Florida	2011	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Team member for the design of approximately three miles of FDOT-funded new four-lane urban roadway including all associated drainage, permitting, signalization, and signing and pavement marking.		
b.	County Wide Pathway Constructability Study Collier County, Florida	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer for a study of five priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.		
c.	Kentucky Street Sidewalks City of Bonita Springs, Florida	2014	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project manager and Engineer of Record (EOR) for the design of approximately one mile of HUD-funded new sidewalks and associated drainage and permitting.		
d.	Piper Road North, Charlotte County Charlotte County, Florida	2010	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR of a new traffic signal at US 17 and Piper Road. Work includes analysis and design to determine signal operation plan, intersection geometry, signal retiming, capacity calculations, equipment placement, mast arm placement, phasing, and intersection analysis.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME James "Vee" Lofton	13. ROLE IN THIS CONTRACT Construction Engineering & Inspection	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 15

15. FIRM NAME AND LOCATION (City and State)
Johnson Engineering, Fort Myers, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Edison Community College	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
FDOT Advanced Work Zone Traffic Control, Troxler Nuclear Gauge Safety Certification, ACI Concrete Field Testing Technician – Grade I-II (ID #00928086), FDOT Asphalt Paving Technician I & II, FDOT Earthwork Construction Inspection – Level I-II, FDOT Concrete Field Technician – Level I, FDOT Concrete Spec Section 346 / 400, FDOT Drilled Shaft Installation Inspection, FDOT Pile Driving Installation Inspection

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Pelican Marsh CDD Lee County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Last fall, the community began a multi-year roadway paving of the main roads. Vee, along with our transportation group, provided a pavement condition report and construction engineering and inspection services during the completed paving project to monitor the contractors performance and verify invoicing quantities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) FDOT Consultant Program Manager, Broadband Class Code: Level (3), Fort Myers, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2006-2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Vee assists the Fort Myers Operations Center Engineering Manager by overseeing Consultant Construction Engineering and Inspection (CCEI) administration of construction contracts and by administering CCEI contracts. He also monitored, reviewed and evaluated CCEI firms contracted by the Department to administer construction projects to ensure work was performed in accordance with contract requirements, Department policy and procedure, and/or Construction Project Administration Manual, (CPAM). Vee was also responsible for reviewing and making recommendations for approval of changes on project/contract records, supplemental agreements; including time and money issues, monetary claim packages, requests for time extensions, and other contract related documents prepared by the consultant to ensure completeness and conformity to Department procedures and policies. He also served FDOT as CCEI Consultant Program Manger.	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Helms Roadway Extension Hendry County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Vee is responsible for the construction engineering & inspection for approximately three miles of new four-lane urban roadway improvements. His roles include soil density testing and sampling, concrete testing, review of pay requests, shop drawings and RFI's. This project includes the construction of four box culverts and one box culvert extension.	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Peace River Bridge Punta Gorda, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2001-2003
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The I-75 Peace River Bridge Design- Build Project consisted of the construction of a new bridge structure between the existing bridges, replacement of the existing concrete bridge deck and removal of the Northbound I-75 bridge to its entirety, to widen the existing roadway to a six-lane facility. The project included widening of the existing bridge structure over Riverside Drive and Gulf Seminole Railway. Vee served as Project Administrator for FDOT and FHWA as this project was a pilot design build project with FHWA oversight.	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 1
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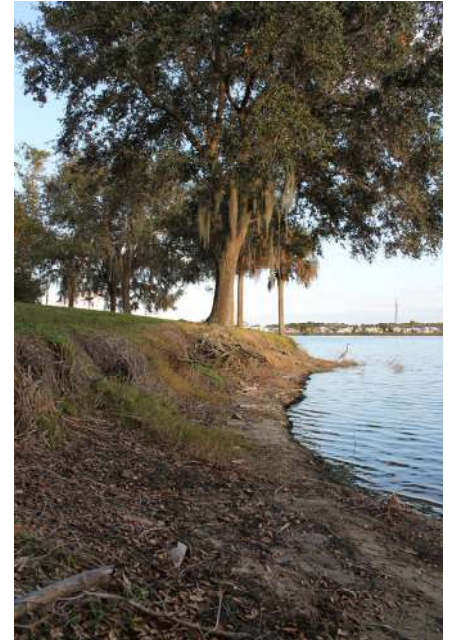
21. TITLE AND LOCATION (City and State) Riverwood Community Development District Broward County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i>

23. PROJECT OWNER'S INFORMATION
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a. PROJECT OWNER Riverwood CDD, Inframark	b. POINT OF CONTACT NAME Mr. Robert Koncar	c. POINT OF CONTACT TELEPHONE NUMBER (904) 626-0593
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>
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Johnson Engineering is one of two firms providing engineering services for this district. Our focus is on water management, environmental, road, and landscape needs with the other firm focused on the utility plants operated by the District. The District has several water management permits, which we are assisting with budgeting to meet permit requirements.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT
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	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Johnson Engineering	Fort Myers, Florida	District Engineer
b.			
c.			
d.			
e.			

<p align="center">F. EXAMPLE PROJECTS WITH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATION FOR THIS CONTRACT</p> <p align="center"><i>(Present as many projects as requested by the agency, or 10 projects, if not specified.)</i></p>	<p>20. EXAMPLE PROJECT KEY NUMBER</p> <p align="center" style="font-size: 24pt;">2</p>
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<p>21. TITLE AND LOCATION <i>(City and State)</i></p> <p>Verandah West Community Development District - District Engineer Lee County, Florida</p>	<p>22. YEARS COMPLETED</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td align="center" style="padding: 2px;">Ongoing</td> <td></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>				
Ongoing					

23. PROJECT OWNER'S INFORMATION

<p>a. PROJECT OWNER</p> <p>Verandah West Community Development District</p>	<p>b. POINT OF CONTACT NAME</p> <p>Mr. Chuck Adams</p>	<p>c. POINT OF CONTACT TELEPHONE NUMBER</p> <p>(239) 498-9020</p>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Johnson Engineering prepared the original Engineer's Report and amendments, along with the other items in the Verandah West Community, located in Lee County, Florida.



During construction, portions of the community assets were reviewed by our team prior to acquisition by the CDD. This included review of construction documents, on-site testing and certifications to the regulatory agencies. We also assisted with delineation of conservation areas and private lands within the District for the division of maintenance responsibilities.

19. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Water Management, Utilities and Environmental Permitting
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 3
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21. TITLE AND LOCATION (City and State) Cory Lake Community Development District Tampa, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i>

23. PROJECT OWNER'S INFORMATION
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a. PROJECT OWNER Wrathell, Hunt & Associates, LLC.	b. POINT OF CONTACT NAME Mr. Chuck Adams	c. POINT OF CONTACT TELEPHONE NUMBER (239) 498-9020
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>
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Johnson Engineering is the District Engineer for the Cory Lakes Community Development District. This District has an extensive stormwater system consisting of several interconnected lakes and wetlands. Our work has included assisting the District to replace large concrete stormwater structures that were in desperate need of repair as well as assisting with general maintenance issues related to failing inlets, pipes and drainage ditches. Other services have included ADA surveys, new concrete sidewalks and assistance with concrete bridge repairs.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT
--

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION <i>(City and State)</i> Lutz, Florida	(3) ROLE Water Management, ADA Surveys, Sidewalks
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 4
---	---

21. TITLE AND LOCATION (City and State) The Brooks of Bonita Springs Community Development District Lee County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Wrathell, Hunt & Associates	b. POINT OF CONTACT NAME Mr. Chuck Adams	c. POINT OF CONTACT TELEPHONE NUMBER (239) 498-9020
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Johnson Engineering is the District Engineer for The Brooks CDD in South Lee County, Florida. Our team provides professional engineering services, including establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

During the construction and the development process, Johnson Engineering prepared Engineer's Reports and amendments, when needed, and reviewed and approved requisitions from bond proceeds. We participate in the operation and maintenance with the CDD through work of facilities modifications, GATSB 34, as well as modifications to the water management system. Our team also provides site planning, zoning and permit applications.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Development and Planning
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<p align="center">F. EXAMPLE PROJECTS WITH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATION FOR THIS CONTRACT</p> <p align="center"><i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i></p>	<p>20. EXAMPLE PROJECT KEY NUMBER 5</p>
--	--

<p>21. TITLE AND LOCATION <i>(City and State)</i> Pelican Marsh Community Development District - District Engineer Lee County, Florida</p>	<p align="center">22. YEARS COMPLETED</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>		

23. PROJECT OWNER'S INFORMATION

<p>a. PROJECT OWNER Pelican Marsh CDD</p>	<p>b. POINT OF CONTACT NAME Mr. Neil Dorrill</p>	<p>c. POINT OF CONTACT TELEPHONE NUMBER (239) 592-9115</p>
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*
 Johnson Engineering has provided general engineering services for the Pelican Marsh CDD in North Collier County, Florida since 2002. The services we have provided the District include reviewing the stormwater system when flooding has occurred throughout the community, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system and assisting with improving the access control facilities, and reviewing roadway signage and sight distance issues.



Our engineering services have included preparing amended Engineer's Reports, review and approve requisitions, and an asset summary. We also provided site planning, zoning, and permit applications for perimeter fencing and an on-site maintenance facility which was completed in May 2010. An analysis of the affect of off-site developments that convey stormwater runoff through the community was made to minimize adverse impacts to the community. The analysis included monitoring of extreme rainfall events and observations of the piped conveyance system. We have also worked with the district attorney to establish values for infrastructure owned by the CDD that were going to be impacted by road widening projects and required adjustments.



Last fall, the community began a multi-year roadway paving of the main roads. Our transportation group provided a pavement condition report and construction engineering and inspection services during the completed paving project to monitor the contractors performance and verify invoicing quantities.

19. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Water Management, Wetlands and Roads
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

District Engineer - Pine Air Lakes Community Development District
Collier County, Florida

22. YEARS COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Pine Air Lakes Community Development District

b. POINT OF CONTACT NAME

Mr. Rich Hans

c. POINT OF CONTACT TELEPHONE NUMBER

(954) 721-8681

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering provides professional engineering services for Pine Air Lakes Community Development District located in Collier County, Florida. The work includes establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

During the construction and the development process, our team prepared the Engineer's Reports and amendments, when needed, and reviewed and approved requisitions from bond proceeds. We participate in the operation and maintenance with the CDD through work of facilities modifications, as well as modifications to the water management system. Our team also provides site planning, zoning and permit applications.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Johnson Engineering	Fort Myers, Florida	Water Management, Development, Planning, Roads
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
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21. TITLE AND LOCATION (City and State) Longleaf Community Development District Pasco County, Florida	22. YEARS COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; padding: 5px;">CONSTRUCTION <i>(If applicable)</i> Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing		

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Inframark	b. POINT OF CONTACT NAME Mrs. Heather Dilley	c. POINT OF CONTACT TELEPHONE NUMBER (813) 873-7300
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Johnson Engineering has provided professional engineering services for the Longleaf Community Development District in Pasco County, Florida since 2009.

The work includes establishment, reports for bonds, processing National Pollutant Discharge Elimination System (NPDES) permit compliance, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

Our team recently provided design oversight, bidding, contract administration, and construction observation services for infrastructure repairs to a number of CDD maintained roads and drainage facilities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION <i>(City and State)</i> Lutz, Florida	(3) ROLE Water Management, Roads, ADA Compliance for Recreation
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)

**Mediterra Community Development District
Collier County, Florida**

22. YEARS COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wrathell, Hunt & Associates

b. POINT OF CONTACT NAME

Mr. Chuck Adams

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 498-9020

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering has been the District Engineer at Mediterra since 2002. Work has included pay request review for release of bond funds, stormwater pond evaluations, fire safety related to naturally vegetated areas, and littoral vegetation maintenance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT


a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Johnson Engineering	Fort Myers, Florida	Water Management, Roads, Landscape Architecture, Wetlands
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 9
---	---

21. TITLE AND LOCATION (City and State) Park Place Community Development District Tampa, Florida	22. YEARS COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center; padding: 2px;">Ongoing</td> <td style="padding: 2px;"></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)				
Ongoing					

23. PROJECT OWNER'S INFORMATION
--

a. PROJECT OWNER Inframark	b. POINT OF CONTACT NAME Mrs. Angie Grunwald	c. POINT OF CONTACT TELEPHONE NUMBER (813) 873-7300 ext 116
--------------------------------------	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> As District Engineer for the Park Place CDD, Johnson Engineering has provided general engineering services related to traffic calming, roadway repairs and improvements (asphalt and brick pavers), ADA compliance, vendor/contractor selection and oversight, parking assessments and inspection of stormwater detention ponds as well as a other professional services on an as-needed basis. By closely coordinating with the District Manager and communicating effectively with the Board, we have been able to assist the District in maintaining its infrastructure at an acceptable level.	
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25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT
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a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Lutz, Florida	(3) ROLE Civil Engineering, Traffic, Roadway, Stormwater
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

10F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

**CFM Community Development District
Lee County, Florida**

22. YEARS COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rizzetta & Company

b. POINT OF CONTACT NAME

Ms. Belinda Blandon

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 936-0913

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering has provided general engineering services for the CFM CDD in Lee County, Florida since 2007. The services we have provided the District include reviewing the stormwater system throughout the community for compliance to permits, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system, conservation area encroachment issues, and reviewing roadway signage and sight distance issues.

Our engineering services have included preparing amended Engineer's Reports, review and approve requisitions, and an asset summary. As part of the District Staff Johnson Engineering provided technical support through the developer transfer process and, later, the expansion of District boundary.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Johnson Engineering	Fort Myers, Florida	Water Management, Development, Planning, Environmental
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Project Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Andrew Tilton, PE	Principal-in-Charge	X	X	X	X	X	X	X	X	X	X
Brent Burford, EI	Project Manager	X	X		X	X	X			X	X
Joe DeBono, PE	District Engineer		X		X	X	X		X		X
Alfredo Perez, PE, PSM	Water Management	X	X		X	X					X
Billy Saum, PE	Utilities							X			
Jeff Nagle, RLA	Landscape Architecture							X	X		
David Hyatt, PSM	Survey & Mapping		X				X	X			
Paul Lohr, GISP	GIS		X		X	X	X	X			
Gary Nychyk	Environmental						X	X	X		
Josh Hildebrand, PE, PTOE	Roadways/Traffic Studies			X		X	X	X		X	
Laura DeJohn, AICP	Planning		X				X				X
Vee Lofton	CEI					X		X			
Alec Piironen	Water Use	X	X								X

29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Riverwood Community Development District	6	Pine Air Lakes Community Development District
2	Verandah West Community Development District	7	Longleaf Community Development District
3	Cory Lake Community Development District	8	Mediterra Community Development District
4	The Brooks of Bonita Springs Community Development District	9	Park Place Community Development District
5	Pelican Marsh Community Development District	10	CFM Community Development District

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

When Johnson Engineering was established in 1946, much of Florida was an undisturbed land. Now 77 years later we have seen a boom in development and a tremendous population growth alter the landscape permanently. Johnson Engineering has been helping guide private companies, city, county, state, and federal governmental institutions through these changes and the challenges they create.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started as one man surveying Florida's west coast has developed into a team of 120 professionals throughout Florida, offering their expertise in a broad spectrum of engineering disciplines. Our team provides civil engineering design for land development, planning and landscape architecture, utilities, transportation design, and construction engineering and inspection. Our surveying and mapping group specializes in utility mapping, transportation surveying, hydrographic surveying, and geographic information systems and our water resource management group provides environmental consulting, surface water management, water quality studies, and water supply services.

Our extensive list of well-known Florida airport facilities, roads, shopping centers, schools, hospitals, residential communities, resorts and commercial developments show our continued responsibility in developing Florida's communities.

The company has offices in Fort Myers, Port Charlotte, LaBelle, Clewiston, Lutz, and Naples.

While Johnson Engineering is focused on growing and evolving to continue serving the needs of Florida, it remains true to its past and the values upon which the company was founded.

Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving a rare perspective into development of the area and an appreciation of the changes.

Full Range of Services

Specialized teams of engineers, planners, landscape architects, surveyors, ecologists, water resources experts, transportation and utility designers provide many aspects needed to complete your projects.

Long Term Commitment

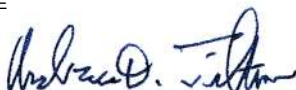
Our team's average tenure with Johnson Engineering is 13 years, 53% of our employees have been here for more than 10 years, and an unprecedented 21% have been with us for more than 20 years, showing our team's continuity and dedication to the area.

Local Presence

We can provide invaluable historical data of the local area and our conveniently located offices allow us to provide prompt service and communication through every step of your project.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

2/28/23

33. NAME AND TITLE

Andrew Tilton, PE, Principal-In-Charge

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION Number (if any)

PART II GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work)

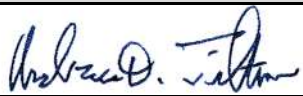
2a. FIRM (OR BRANCH OFFICE) NAME Johnson Engineering, Inc.			3. YEAR ESTABLISHED 1946	4. DUNS NUMBER 048177498
2b. STREET 2122 Johnson Street			5. OWNERSHIP	
2c. CITY Fort Myers			2d. STATE FL	2e. ZIP CODE 33901
6a. POINT OF CONTACT NAME AND TITLE Andrew Tilton, PE, Principal-In-Charge			7. NAME OF FIRM (If block 2a is a branch office)	
6b. TELEPHONE NUMBER (239) 334-0046		6c. E-MAIL ADDRESS atilton@johnsoneng.com		
8a. FORMER FIRM NAME(S) (if any) N/A			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	18	15	C15	Construction Management	6
07	Biologist	0	0	D01	Dams (Concrete; Arch)	1
08	CADD Technician	28	24	E09	Environmental Impact Studies	6
12	Civil Engineer	13	7	E10	Environ. & Natural Resource	2
15	Construction Inspector	9	10	G04	Geographic Information System	4
16	Construction Manager	1	1	H07	Highways; Streets; Parking Lots	6
19	Ecologist	8	5	H09	Hospital & Medical Facilities	3
21	Electrical Engineer	1	1	I06	Irrigation; Drainage	6
23	Environmental Engineer	1	1	L02	Land Surveying	7
24	Environmental Scientist	3	3	L03	Landscape Architecture	2
29	GIS Specialist	1	1	P05	Planning (Community; Regional)	6
30	Geologist	3	3	R04	Recreation Facilities	3
33	Hydrographic Surveyor	2	2	R11	Rivers; Canals; Waterway; Flood	2
38	Land Surveyor	18	14	S10	Surveying; Platting; Mapping	7
39	Landscape Architect	2	2	S13	Storm Water Handling & Fac.	2
47	Planner: Urban/Regional	3	2	W02	Water Res.; Hydro; Ground Wat.	2
48	Project Manager	1	1	Z01	Zoning; Land Use Studies	3
58	Technician/Analyst	1	1			
60	Transportation Engineer	3	1			
62	Water Resources Engineer	4	1			
Total		120	95			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number show at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	N/A	1. Less than \$100,000	2. \$100,000 to less than \$250,000	3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million
b. Non-Federal Work	8	5. \$1 million to less than \$2 million	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
c. Total Work	8			9. \$25 million to less than \$50 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The forgoing is a statement of facts.

a. SIGNATURE 	b. DATE 2/28/23
c. NAME AND TITLE Andrew Tilton, PE, Principal-In-Charge	

9D.

Bonita Landing Community Development District Request for Qualifications – District Engineering Services

Competitive Selection Criteria

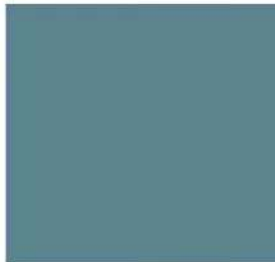
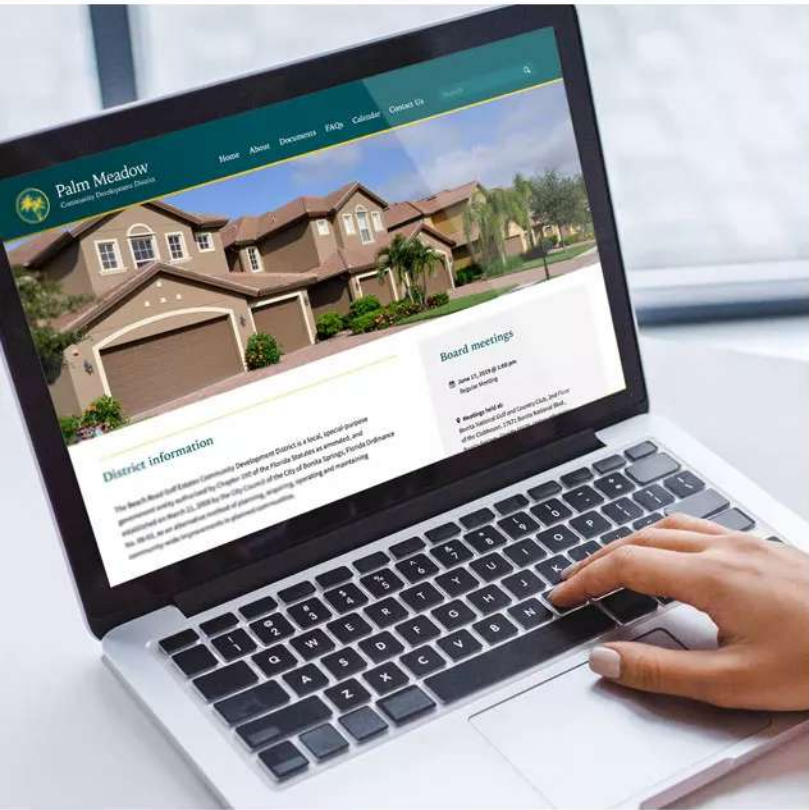
	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 Johnson Engineering, Inc.								

Board Member's Signature

Date

Eleventh Order of Business

11A.



Keeping your community informed. And you compliant.

Bonita Landing Community Development District

Proposal date: 04 / 06 / 2023
Proposal ID: UCXYA-YVWWR-DVG3N-TJNLD

- Pricing.....2
- Services.....3-5
- FAQs.....6
- Statement of work.....7-8
- Terms and conditions.....9-12



Ted Saul
Director - Digital Communication

 *Certified Specialist*



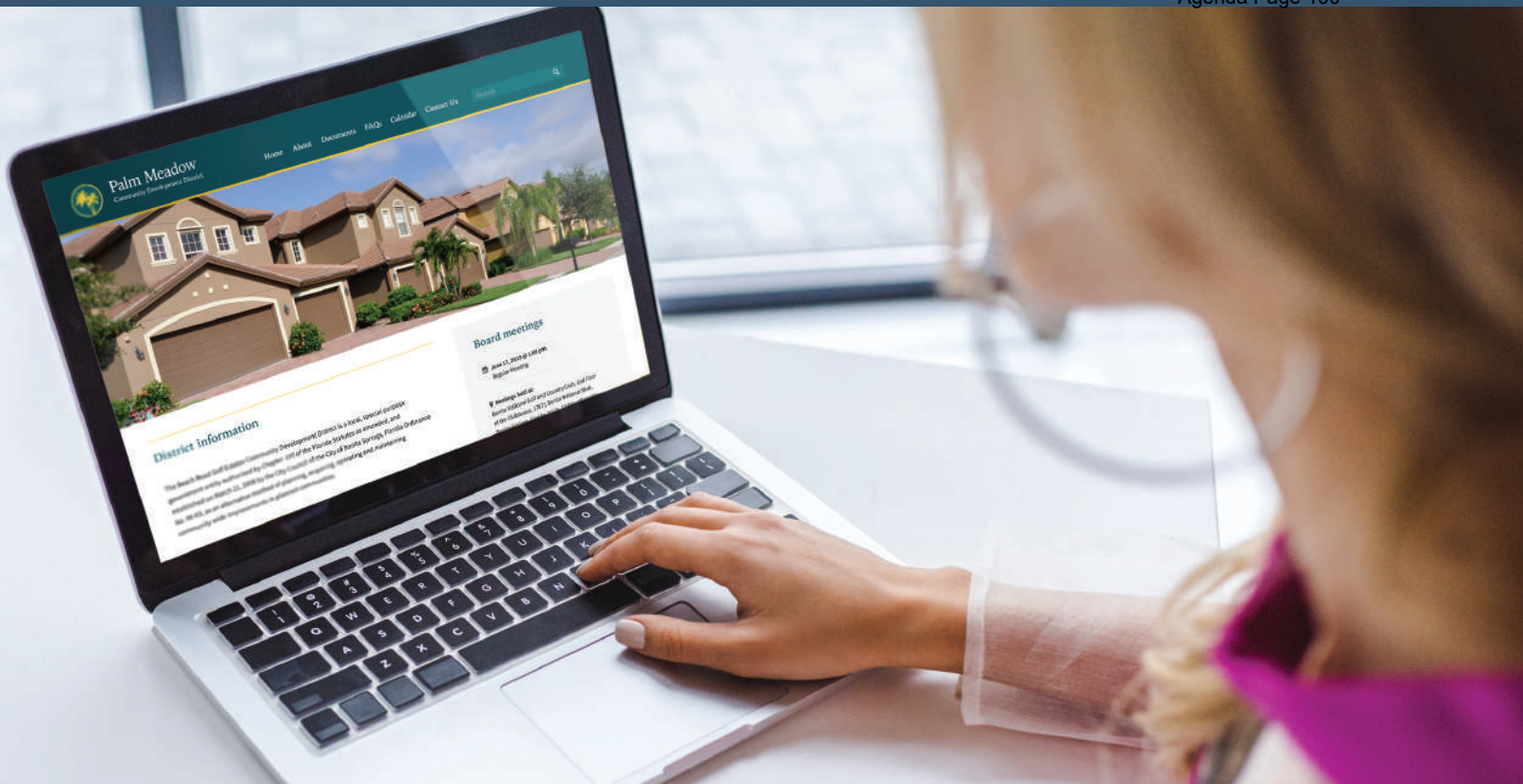
Pricing

Effective date: 05 / 01 / 2023

Implementation	Quantity	Subtotal
<p>On-boarding of ADA Compliant Website and Remediation of Historical Documents</p> <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$1,512.30
<hr/>		
Annual ongoing services	Quantity	Subtotal
<p>Website services</p> <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections 	1	\$615.00
<p>Ongoing PDF Accessibility Compliance Service</p> <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of unlimited pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	Unlimited	\$937.50
<p>Social Media Manager</p>		Included

Total: \$3,064.80





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

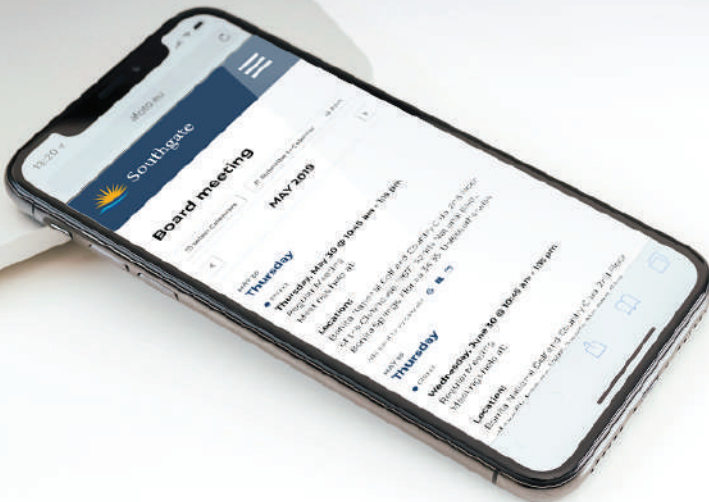


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents Unlimited pages per year uploaded by the District Manager to the document portal;
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 05 / 01 / 2023, between the Bonita Landing Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on May 1, 2023 the District agrees to compensate the Contractor \$1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

writing, signed by both parties hereto.

25. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

<p>Innersync Studio, LLC.</p> <hr/> <p>Ted Saul Director of Sales</p> <p style="text-align: right;">Date</p>	<p>Bonita Landing Community Development District</p> <hr/> <p>Print name</p> <p style="text-align: right;">Date</p> <hr/>
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Twelfth Order of Business

12A.

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DRAFT
MINUTES OF MEETING
BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT

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The Board of Supervisors of the Bonita Landing Community Development District held a Regular Meeting on February 9, 2023 at 1:00 p.m., at Bonita Springs Fire Control, 27701 Bonita Grande Drive, Bonita Springs, Florida 34135.

Present were:

Christopher Applegate	Chair
Alex Hinebaugh	Vice Chair
Carolyn Heim	Assistant Secretary
Andrew Brignoni	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Shane Willis	Operations Manager
Greg Urbancic	District Counsel
Justin Faircloth	Inframark
Jonathan Ehret	Resident
Ken Mound	Resident
Bill McCormick	Resident
Lou Forester	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:00 p.m. Supervisors Hinebaugh, Heim, Brignoni and Applegate were present. Supervisor Negip was not present.

SECOND ORDER OF BUSINESS

Public Comments

Resident Jonathan Ehret asked for an update regarding lake maintenance.

Discussion ensued regarding HOA, CDD and Developer responsibilities.

Mr. Hinebaugh thinks lake maintenance is between Lennar and the HOA and not necessarily CDD business. A Board Member noted that the CDD has been involved with the lake, in connection with Lennar, and he finds it difficult to tell where the responsibility of one entity ends and the other begins.

Regarding the arrangement of the Developer funding of the repairs, Mr. Adams stated that, at the last negotiation and based on the Engineer’s estimates at the time, two-part

42 funding from the Developer to the CDD of \$40,000 each year for two years was established to
43 address what the Engineer identified as the estimate to make the repairs; the amount fell short
44 when it came time to implement the repairs. At this stage, this repair, with the transfer from
45 construction to operation, he believes that the Developer is now taking the lead and funding
46 the work and engaged the contractor directly. The CDD is not involved in the process. At the
47 other end of this process, the CDD should be looking for a lake that has been deeded complete
48 and certified by the agencies, for the permitting process, and by the Engineer, for acceptance.

49 Mr. Ehret asked if the CDD has information about when the lakes will be turned over to
50 the CDD. Mr. Adams stated the CDD does not; he assumes it will be as soon as the Developer
51 deems it complete and the agencies sign off.

52 Mr. Ehret stated it seems they are trying to fix the 4:1 slope and asked what can be
53 done if they hold the contractor accountable. He asked if the CDD will have to do this every
54 year. Mr. Adams stated it should not be necessary every year; if it must be done every year,
55 then it was not done correctly.

56 Mr. Hinebaugh asked how long the workmanship and materials are under warranty. Mr.
57 Adams stated that the workmanship is protected under warranty for six months.

58 Mr. Ehret asked for the CDD's action items. He expressed concern about trip hazards
59 and road damage and asked how Lennar will be held accountable. Mr. Hinebaugh stated, if Mr.
60 Ehret sends him information regarding damages during reconstruction of the lake banks, he will
61 review it. Mr. Adams stated the CDD is looking for finished product. The Developer must
62 complete the pond to a condition acceptable to the agencies and that complies with the
63 provisions of the permit and that is certified by the Engineers.

64 Discussion ensued regarding the littorals that were planted.

65 Mr. Hinebaugh offered to answer Developer-related questions outside this meeting as
66 they do not pertain to the CDD.

67 Ms. Heim asked what interest and responsibility the CDD currently has for the lake
68 banks. Mr. Adams stated the CDD must ensure the final product meets the permit criteria. The
69 Developer must make sure the lakes meet the permit criteria necessary for the permitting
70 agencies to sign off for transfer from construction to operation. The agencies must determine if
71 the system is in compliance; it was deemed out of compliance and must be brought into
72 compliance for operating purposes on the day that it is accepted.

BONITA LANDING CDD

DRAFT

February 9, 2023

73 Mr. Ehret asked if a portion of the lake was transferred to the CDD. Mr. Adams stated
 74 none of the lake has been transferred yet, it will be transferred all at once.

75 Resident Ron Mound asked if the CDD will obtain an independent, third-party
 76 engineering study for acceptance. Mr. Adams stated it can be done by the District Engineer or a
 77 third-party Engineer.

78 Resident Bill McCormick asked for the project criteria. Mr. Adams stated the permit is
 79 available online on the Southwest Florida Water Management District (SWFWMD) e-permitting
 80 website, under Bonita Landing, in Lee County. One permit will be for the master stormwater;
 81 the lake was excavated years ago and the first permit dates to prior to development.

82

THIRD ORDER OF BUSINESS

Consideration of Inframark Proposal for District Management Services

84

85

86 Mr. Faircloth thanked the Board for the opportunity to present a proposal.

87 Mr. Applegate stated he requested the proposal for District Management Services. He
 88 complained about canceled meetings and stated he wants CDD meetings focused on Bonita
 89 Landing CDD. He expressed support for the Inframark proposal and discussed the reasons.

90 Discussion ensued regarding the transition process. Mr. Adams stated the file transfer
 91 process is fairly easy. The annual audit is underway and he can ask for it to be completed within
 92 the next few weeks to expedite the transition.

93 The consensus was for the transition to be effective on April 1, 2023, or sooner.

94 Mr. Urbancic stated he will send notice on behalf of the CDD.

95

On MOTION by Mr. Applegate and seconded by Mr. Brignoni, with all in favor, the Inframark Proposal for District Management Services, was approved.

96

97

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99

FOURTH ORDER OF BUSINESS

Discussion: District Engineer

100

101
 102 Mr. Applegate expressed reservations about remaining with Banks Engineering. He
 103 asked the Board to consider a Request for Qualifications (RFQ) for Engineering Services and
 104 discussed the reasons.

105 Mr. Urbancic discussed the RFQ process and responded to questions.

106 Discussion ensued regarding removal of lights from Bonita Beach Road.

BONITA LANDING CDD

DRAFT

February 9, 2023

107 Mr. Applegate stated lights and poles will come down and more aesthetically pleasing
 108 lights will be installed. Mr. Adams stated that Florida Power & Light (FPL) has been inundated
 109 with storm recovery activities; he gave a status update and noted that FPL advised that a
 110 construction analyst was assigned to manage the process. A catalog of LED lighting will be
 111 presented to all affected parties. He noted that this is a slow process.

112

113 **On MOTION by Mr. Applegate and seconded by Mr. Brignoni, with all in favor,**
 114 **authorizing Staff to Advertise a Request for Qualifications for District Engineer**
 115 **Services, was approved.**

116

117

118 **On MOTION by Mr. Applegate and seconded by Mr. Brignoni, with all in favor,**
 119 **termination of Banks Engineering, Inc., as District Engineer, was approved.**

120

121

122 Discussion ensued regarding the Interlocal Agreement, the CDD’s position relative to
 123 Bonita National and potential additional language to be considered.

124

FIFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
 Statements as of December 31, 2022**

125

126

127

128 Mr. Adams presented the Unaudited Financial Statements as of December 31, 2022.

129

The financials were accepted.

130

SIXTH ORDER OF BUSINESS

**Approval of December 8, 2022 Regular
 Meeting Minutes**

131

132

133

134 Mr. Adams presented the December 8, 2022 Regular Meeting Minutes.

135

136 **On MOTION by Mr. Applegate and seconded by Ms. Heim, with all in favor, the**
 137 **December 8, 2022 Regular Meeting Minutes, as presented, were approved.**

138

139

SEVENTH ORDER OF BUSINESS

Staff Reports

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141

A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*

143 Mr. Urbancic stated he is monitoring proposed legislation. If certain legislation passes, it
 144 is possible that Supervisors might be required to take an ethics class..

BONITA LANDING CDD

DRAFT

145 **B. District Engineer: *Banks Engineering, Inc.***

146 There was no report.

147 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

148 • **NEXT MEETING DATE: March 9, 2023 at 1:00 P.M.**

149 ○ **QUORUM CHECK**

150 The next meeting will be held on March 9, 2023.

151

152 **EIGHTH ORDER OF BUSINESS**

**Audience
Requests**

Comments/Supervisors'

153

154

155 Mr. Mound asked how much time there is between when the lakes are completed and
156 sign off on Phases I and II and the CDD taking possession, given the upcoming search for a
157 District Engineer. Mr. Adams stated the RFQ will be published and the CDD will look to engage a
158 District Engineer with stormwater management system experience; he predicted the process
159 could be successfully completed before the start of the rainy season.

160 A resident asked when another Lennar employee rotates off the Board. Mr. Adams
161 stated, from a legal perspective, it will be two more years. In 2024, Mr. Hinebaugh's seat will be
162 filled through the General Election process; however, the Supervisor can resign before then, if
163 they wish.

164 Mr. Erich asked if Banks Engineering was recently in the CDD preparing an engineering
165 report. Mr. Adams stated work was not done on behalf of the CDD; if Mr. Underhill is not
166 working on behalf of the CDD, he is not aware of it. Mr. Erich asked if Mr. Underhill is the
167 District Engineer. Mr. Adams replied affirmatively and stated that Mr. Underhill also works for
168 the Engineer of Record for the community. Mr. Erich asked if Mr. Underhill has knowledge
169 about the CDD that he is not willing to share. Mr. Adams stated Mr. Erich should ask Mr.
170 Underhill directly.

171

172 **NINTH ORDER OF BUSINESS**

Adjournment

173

174

On MOTION by Mr. Applegate and seconded by Ms. Heim, with all in favor, the meeting adjourned at 1:34 p.m.

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BONITA LANDING CDD

DRAFT

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Secretary/Assistant Secretary

Chair/Vice Chair

12Aii

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023**

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$135,383	\$ -	\$ -	\$ 135,383
Investments				
Revenue	-	129,513	-	129,513
Reserve	-	60,215	-	60,215
Construction	-	-	1,088	1,088
Interest	-	47	-	47
Sinking	-	45	-	45
Interest receivable	-	405	4	409
Due from general fund	-	28,689	-	28,689
Total assets	<u>\$135,383</u>	<u>\$ 218,914</u>	<u>\$ 1,092</u>	<u>\$ 355,389</u>
LIABILITIES				
Liabilities:				
Due to debt service fund	\$ 28,689	\$ -	\$ -	\$ 28,689
Developer advance	2,400	-	-	2,400
Total liabilities	<u>31,089</u>	<u>-</u>	<u>-</u>	<u>31,089</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	405	4	409
Total deferred inflows of resources	<u>-</u>	<u>405</u>	<u>4</u>	<u>409</u>
FUND BALANCES				
Restricted for				
Debt service	-	218,509	-	218,509
Capital projects	-	-	1,088	1,088
Unassigned	104,294	-	-	104,294
Total fund balances	<u>104,294</u>	<u>218,509</u>	<u>1,088</u>	<u>323,891</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 135,383</u>	<u>\$ 218,914</u>	<u>\$ 1,092</u>	<u>\$ 355,389</u>

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 17,861	\$ 83,455	\$ 88,232	95%
Total revenues	<u>17,861</u>	<u>83,455</u>	<u>88,232</u>	95%
EXPENDITURES				
Professional & administrative				
Supervisors	-	215	-	N/A
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	595	595	5,000	12%
Engineering	-	-	1,820	0%
Audit	2,000	2,000	4,000	50%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	7,000	0%
Postage	42	73	500	15%
Printing & reproduction	83	333	1,000	33%
Legal advertising	-	592	1,500	39%
Annual special district fee	-	175	175	100%
Insurance	-	6,717	6,600	102%
Other current charges	2	46	700	7%
Website	-	-	705	0%
ADA website compliance	-	210	210	100%
Intergovernmental: shared maintenance costs	-	-	9,500	0%
Total expenditures	<u>6,805</u>	<u>27,289</u>	<u>87,710</u>	31%
Other fees & charges				
Property appraiser	-	-	219	0%
Tax collector	-	318	329	97%
Total other fees & charges	<u>-</u>	<u>318</u>	<u>548</u>	58%
Total expenditures	<u>6,805</u>	<u>27,607</u>	<u>88,258</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	11,056	55,848	(26)	
Fund balances - beginning	93,238	48,446	38,797	
Fund balances - ending	<u>\$ 104,294</u>	<u>\$ 104,294</u>	<u>\$ 38,771</u>	

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 28,689	\$ 133,536	\$ 141,732	94%
Interest	419	1,676	-	N/A
Total revenues	<u>29,108</u>	<u>135,212</u>	<u>141,732</u>	95%
EXPENDITURES				
Debt service				
Principal	-	45,000	45,000	100%
Interest	-	46,841	92,781	50%
Total debt service	<u>-</u>	<u>91,841</u>	<u>137,781</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	29,108	43,371	3,951	
Fund balances - beginning	189,401	175,138	174,315	
Fund balances - ending	<u>\$ 218,509</u>	<u>\$ 218,509</u>	<u>\$ 178,266</u>	

**BONITA LANDING
 COMMUNITY DEVELOPMENT DISTRICT
 STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES
 CAPITAL PROJECTS FUND SERIES 2016 BONDS
 FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4	\$ 12
Total revenues	4	12
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	4	12
Fund balances - beginning	1,084	1,076
Fund balances - ending	\$ 1,088	\$ 1,088