



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

City of Bonita Springs City Council Meeting Agenda

September 18, 2024

5:30 p.m.

Will begin immediately following the Budget Hearing

If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk before the meeting commences. Blank comment slips are available on the table outside of Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comment must be received by 1:00 p.m., Sept. 18, 2024.**

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

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

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Public Comment on Agenda Items
5. Consent Agenda Items:
 - A. Approval of minutes from the City Council Budget Hearing held on Sept. 4, 2024.
 - B. Approval of minutes from the City Council Meeting held on Sept. 4, 2024.
 - C. Confirm and ratify Resolutions extending the local Hurricane Ian State of Emergency.
(Green Sheet 24-09-140)
 - D. Approval of wayfinding/gateway signage program for Logan Boulevard and beach real time parking monitoring signage. (Green Sheet 24-09-141)

- E. Approve the purchase of 0.33 state freshwater Herbaceous wetland credits from the Corkscrew Regional Mitigation Bank (CRMB) for the US 41 at Bonita Beach Road NW Quadrant Project in the amount of \$62,700. (Green Sheet 24-09-142)
- F. Approve the proposal from RVi Planning + Landscape Architecture in the amount of \$226,000, for final design, bidding, and construction services of Riverside Park Bandshell turf and hardscape. (Green Sheet 24-09-143)
- G. Approve amendment #1 of the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities, clarifying grant funding for Lakes of Sans Souci and Sun Village Septic to Sewer Projects. (Green Sheet 24-09-144)
- H. Approve a Resolution appointing a member to the Tree Advisory Board. (Green Sheet 24-09-145)
- I. Approve a special event permit for the Bonita Springs Downtown Alliance to utilize City greenspace adjacent to the sidewalk edge, to set up tables for their Trick or Treat event on Thursday October 31, 2024. (Green Sheet 24-09-146)
 - Opportunity for City Council Comments on Consent Agenda

6. Mayor and Council Member Items:

- A. Discussion regarding Bonita Springs Elementary School renovation.
(Council Member Purdon and Council Member Fullick, Green Sheet 24-09-147)

7. City Attorney Items:

8. City Manager Items:

- A. Update on Hurricane Ian recovery.

9. Mayor and Council Member Reports

10. Public Comment

11. Adjournment



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

City of Bonita Springs City Council Budget Hearing

DRAFT Minutes

September 4, 2024

5:30 pm

1. **Call to Order** - Mayor Steinmeyer called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.
2. **Invocation** - Provided by Rev. Russ Winn of The Springs of Bonita Outdoor Church.
3. **Pledge of Allegiance** - Mayor Steinmeyer led the Pledge of Allegiance.

4. **Roll Call**

The City Clerk called the roll:

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

Absent: 0

5. **Public Comment**

Ron George - Commented on his TRIM notice and the proposed increase in the millage rate.

6. **Adopt a Resolution for the Tentative Levying of Ad Valorem Taxes for the Fiscal Year 2024-2025 and Establishing the Date, Time and Place for a Final Hearing.**

The Clerk read the proposed Resolution into the record, including the percent by which the proposed millage rate exceeds the rolled-back rate and the date, time and location of the City Council public hearing to consider and adopt the final millage rate for Fiscal Year 2024-2025.

Citing his opposition to the proposed increase to the millage rate, Mayor Steinmeyer made a motion to direct staff to bring back alternative options to replenish reserves and the emergency fund. The motion died for lack of a second.

*Council Member Carr motioned to adopt the tentative millage rate of 0.9946 mills and continue discussions at the final hearing on September 18; seconded by Deputy Mayor Forbes. A discussion ensued, after which Council Member Carr motioned to call the question; seconded by Council Member Purdon. The Clerk recorded a roll-call vote on the motion to call the question, which **carried 6-1** (Mayor Steinmeyer opposed).*

*Next, the Clerk recorded a roll-call vote on the pending motion on the floor to adopt the tentative millage rate of 0.9946 mills and continue discussions at the final hearing on September 18. **The motion carried 4-3** (Council Member Purdon, Mayor Steinmeyer, and Council Member Bogacz opposed).*

(Resolution 24-063 adopted).

7. Adopt a Resolution for the Tentative Budget for Fiscal Year 2024-2025.

*The Clerk read the Resolution into the record, including appropriations and revenue estimates for Fiscal Year 2024-2025. Council Member Carr motioned to adopt the tentative budget for Fiscal Year 2024-2025; Seconded by Council Member Purdon. **The motion carried 7-0. (Resolution 24-064 adopted).***

8. Public Comment - None.

9. Adjournment – *Council Member Bogacz stated she is unable to be present for the regular City Council meeting and asked to be excused. The Public Hearing adjourned at 5:51 p.m.*

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor



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

City of Bonita Springs
City Council
Draft Meeting Minutes

September 4, 2024
5:30 p.m.

1. **Call to Order** - Mayor Steinmeyer called the meeting to order at 5:51 p.m.
2. **Invocation** - *Provided at the Budget Hearing.*
3. **Pledge of Allegiance** - *Took place at the Budget Hearing.*

4. **Roll Call**

The City Clerk called the roll:

*Present: 6 Council Member Purdon, Council Member Carr, Mayor Steinmeyer, Council Member Corrie,
 Council Member Fullick, Deputy Mayor Forbes*

Absent: 1 Council Member Bogacz (excused)

5. **Mayor's Welcome** - *Took place at the Budget Hearing.*

6. **Approval of the Agenda**

*Council Member Carr motioned to approve the agenda; seconded by Council Member Purdon. **The motion carried 6-0.***

7. **Public Comment on Agenda Items**

None

8. **Consent Agenda Items:**

*Council Member Carr mentioned to approve the Consent Agenda; seconded by Council Member Corrie. **The motion carried 6-0.***

- A. Approval of minutes from the City Council Budget Workshop held on August 7, 2024.
- B. Approval of minutes from the City Council Meeting held on August 21, 2024.
- C. Confirm and ratify Resolutions extending the local Hurricane Ian State of Emergency.
- D. Approve a Resolution awarding the Operation of Government Access Cable Channel BTV 98 (RFP 24-10) to Bonita Video, LLC, in the amount of \$65,000 annually and authorize the Mayor to execute the agreement.
- E. Approve the Seventeenth Addendum to the Second Agreement with the Lee County Sheriff for Enhanced Law Enforcement Services.

9. Mayor and Council Member Items:

- A. Discuss directing staff to seek and apply for grant funding opportunities for the Bonita-Estero Rail-Trail (BERT) project, and provide direction to staff accordingly. (Council Member Carrie)

*Council Member Carrie mentioned to approve; seconded by Council Member Purdon. **The motion carried 6-0.***

10. City Attorney Items:

- A. Approve settlement agreement with Trinity Enterprise Holding, LLC. (Green Sheet 24-09-135)

*City Attorney Rooney summarized the proposed agreement. Council Member Carrie mentioned to approve; seconded by Mayor Steinmeyer. **The motion carried 6-0.***

11. City Manager Items:

- A. Presentation of the Community Development Activity Report for August 2024.

John Dulmer, Director of Community Development, presented the activity report (copy on file in the Clerk's office). Mayor Steinmeyer requested that future monthly reports include a breakdown of impact fees collected by type.

- B. Update on Hurricane Ian recovery.

City Manager Hunter provided an update on the FEMA National Flood Insurance Program, stating that City staff continues to work with FEMA representatives, and the draft corrective action plan, which is due 9/16, is nearly complete. FEMA will review the draft and provide feedback which will be incorporated in the final plan.

In addition, City Manager Hunter stated that the Lee County Board of County Commissioners voted to approve a \$21 million CDBG-DR award for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement project. She also informed Council that the City has received the population report from the Bureau of Economic and Business Research (BEBR), which reflects a population increase of 2,422, making the City's preliminary population 56,060. The City Manager further reported that she spoke to the County about beach access issues, and the County is moving forward with design recommendations. Finally, the City Manager congratulated Mike Sheffield for achieving the designation of Certified Municipal Clerk (CMC).

12. Mayor and Council Member Reports

Mayor Steinmeyer - Reported that Lee County has repaved Bonita Beach Road near Luke Street.

Deputy Mayor Forbes - Reported that the MPO executive committee will be discussing the BERT project on September 11, and is expected to provide recommendations to the full MPO.

Council Member Purdon - Commended staff for their work that led to the successful Ragsdale Corridor project CDBG-DR award.

Council Member Carr - Reported on the Horizon Council meeting, stating that Doug Hathaway and Charles Hines of the Land for Public Trust presented on the BERT project, which was well-received by the membership.

Council Member Fullick - Reported on a meeting that he had with County Commissioner Greenwell about the needs of the City, and thanked the Commissioner for this time and attention.

13. Public Comment

Dan Cowden - Commented on the FEMA letter that he received concerning the the National Flood Insurance Program, and also commented on stormwater issues in the Colony Road area where he resides.

Sue Stoneman - Spoke about stormwater issues in her neighborhood on Colony Road and the FEMA letter that she received. She also commented on issues with incomplete FPL work on her property. City Manager Hunter stated that staff will provide outreach to the FPL government relations liaison.

14. Adjournment- *There being no further business, the meeting adjourned at 6:25 pm.*

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor

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

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

BACKGROUND:

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

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 24-062 issued on September 2, 2024
2. Resolution No. 24-066 issued on September 9, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-062

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

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

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

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

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

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

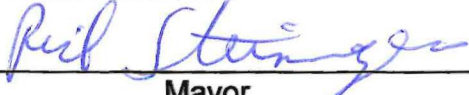
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 2nd day of September, 2024.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: 9/3/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-066

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

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

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

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

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

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

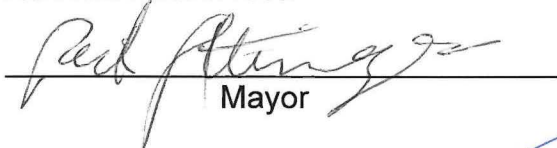
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 9th day of September, 2024.

AUTHENTICATION:



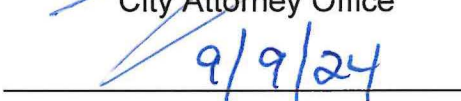
Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 
_____ 9/9/24

ITEM TITLE: Approval of wayfinding/gateway signage program for Logan Boulevard and beach real time parking monitoring signage.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Transportation, #3 Community Aesthetics

BACKGROUND:

On March 1st, 2023: City Council approved a Wayfinding Signage and Gateway Feature Master Plan. Adopting concept 1: "South Florida Coastal", as the signage family stylistic template for future placemaking features, gateways & monument directories, pedestrian & vehicular wayfinding signage, and public facilities markers.

November 15, 2023: City Council directed staff to solicit proposals through the City's existing Construction Manager at Risk contract, solicitation 19-12, for the beach accesses and Logan Boulevard signage. Council requested staff include incorporating real time parking stall monitoring into the beach access signage.

Staff has coordinated with real time parking stall monitoring system providers and a construction management firm from the City's existing contract, Wright Construction, to develop proposals for design of the Beach Parking and Logan Boulevard signage in accordance with the stylistic guidelines outlined in the City's Wayfinding Signage and Gateway Feature Master Plan.

The proposal for the beach parking includes signs at 13 locations that include real time parking stall monitoring so that the sign can communicate to approaching motorists in each direction the number, if any, of vacant spots. In addition, the beach sign proposal includes 2 remote signs, one north and one east along the Bonita Beach/Hickory Boulevard corridor, to alert approaching drivers of the total number of any available parking spots along the Hickory corridor. Staff will coordinate these efforts with Lee County staff including Lee County Parks and Recreation.

The Logan Boulevard proposal is to develop construction plans for a primary gateway sign.

Proposal amounts are as follows:

Beach Parking: \$132,330.39

Logan Boulevard: \$37,127.74

STAFF RECOMMENDATION: Approve Proposal

ATTACHMENTS:

1. Proposal submitted by Wright Construction for Beach Parking
2. Proposal submitted by Wright Construction for Logan Boulevard

REVIEWERS:

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



August 9, 2024, Revision 1 dated August 19, 2024

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34134

Attention: Matt Feeney - Assistant City Manager

Reference Project: Beach Parking

Dear Mr. Feeney,

Wright Construction Group would like to thank you for the opportunity to provide you with our preconstruction proposal for the above-referenced project. Pursuant to your request, we propose to provide all design, consultant, and subcontractor participation as required to develop the Construction Proposal:

General Requirements:

1. Coordination with the City of Bonita Springs and Lee County for design and development.
2. Design coordination with Stantec for development of up to 13 site signage location documents of signed/sealed construction plans with a common permit submittal package.
3. Coordinate with Stantec and Nuvis Technologies to identify critical items / issues, review permit requirements, and review scopes and construction scenarios to minimize unknowns.
4. Coordinate with Velocity Engineering for Geotechnical investigations (structural design). ADD Allowance provided to coordinate with Highspans to perform GPR (due to uncertainty of potential utility conflicts that could affect the foundation's design).
5. Provide cost savings and / or value add alternatives.
6. Coordinate with subcontractors for additional RFI's and deliver to the design consultant.
7. Prepare a detailed construction schedule to attach to subcontracts when issued.
8. Coordinate with the City of Bonita Springs as to available staging areas and other work-related items such as site access, etc.
9. Receive, review, and qualify bids from subcontractors.
10. Provide construction proposal to the City of Bonita Springs.
11. Include contingency as agreed to with the City of Bonita Springs.

Our proposed not to exceed fee for the above preconstruction services is **\$132,330.39 (one hundred thirty-two thousand three hundred thirty dollars and 39/100)** which will be invoiced at the delivery of the construction proposal.

Scope of Service

- | | |
|---|-------------------|
| 1. Initial Project Coordination Meeting | \$1,216.00 |
| 2. Project Plan Review | \$8,860.00 |
| a. Review Permit Requirements | |
| b. Review and finalize construction scenarios for budgeting | |
| c. Provide Cost Saving and/or Value Add Alternatives | |
| 3. Bid Scope Development | \$7,408.00 |
| a. Schedule / Construction method provided (identify critical items/issues) | |
| 4. Construction Proposal | \$5,750.00 |
| a. Accept Subcontractor Bid | |
| b. Review and Qualify Proposal | |
| c. Prepare Construction Proposal for City of Bonita Springs Review | |
| d. Meet with the City for Final Review and Construction Proposal Submission | |

Subtotal	<u>\$23,234.00</u>
G/L Insurance	\$232.34
Fee 8%	<u>\$1,877.31</u>
Total Preconstruction Phase Services	\$25,343.65

- | | |
|--|-------------|
| 1. Design Fees & Services | |
| a. Stantec Engineering – Design Coordination | \$58,421.80 |
| b. Velocity Geotechnical Investigation (Structural Design) | \$17,640.00 |
| c. HighSpans Engineering (GPR Investigation Allowance) | \$23,000.00 |

Subtotal	\$99,061.80
Fee 8%	<u>\$7,924.94</u>
Total Design Fees & Services	\$106,986.74

Total Not to Exceed Preconstruction Costs	\$132,330.39
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Respectfully Submitted.



Ruan Hill
Civil Estimator



August 9, 2024, Revision 1 dated August 19, 2024

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34134

Attention: Matt Feeney - Assistant City Manager

Reference Project: Logan Blvd. East Sign

Dear Mr. Feeney,

Wright Construction Group would like to thank you for the opportunity to provide you with our preconstruction proposal for the above-referenced project. Pursuant to your request, we propose to provide all design, consultant, and subcontractor participation as required to develop the Construction Proposal:

General Requirements:

1. Design coordination with Stantec to identify critical items/issues, review permit requirements, and review scopes, development of one document set of signed/sealed construction plans with one permit submittal package, and construction scenarios to minimize unknowns.
2. Coordinate with Velocity Engineering for Geotechnical investigations (structural design).
3. Provide cost savings and/or value alternatives.
4. Coordinate with subcontractors for additional RFI's and deliver to the design consultant.
5. Prepare a detailed construction schedule to attach to subcontracts when issued.
6. Coordinate with the City of Bonita Springs regarding available staging areas and other work-related items such as site access.
7. Receive, review, and qualify bids from subcontractors.
8. Provide a construction proposal to the City of Bonita Springs.
9. Include contingency as agreed to with the City of Bonita Springs.

Our proposed not-to-exceed fee for the above preconstruction services is **\$37,127.74 (thirty-seven thousand, one hundred twenty-seven dollars and 74/100)**, which will be invoiced at the delivery of the Construction proposal.

Scope of Service

- 1. Initial Project Coordination Meeting** **\$1,216.00**
- 2. Project Plan Review** **\$1,908.00**
 - a. Review Permit Requirements
 - b. Review and finalize construction scenarios for budgeting
 - c. Provide Cost Saving and/or Value Add Alternatives
- 3. Bid Scope Development** **\$3,704.00**
 - a. Develop Subcontractor Pre-qualification Criteria
 - b. Schedule / Construction method provided (identify critical items/issues)
- 4. Construction Proposal** **\$3,926.00**
 - a. Accept Subcontractor Bids
 - b. Review and Qualify Proposals
 - c. Prepare Construction Proposal for City of Bonita Springs Review
 - d. Meet with the City for Final Review and Construction Proposal Submission

Subtotal	<u>\$10,754.00</u>
G/L Insurance	\$107.54
Fee 8%	<u>\$868.92</u>
Total Preconstruction Phase Services	\$11,730.46

- 1. Design Fees & Services**
 - a. Stantec Engineering – Design Coordination \$20,066.00
 - b. Velocity Geotechnical Investigation (Structural Design) \$3,450.00

Subtotal	\$23,516.00
Fee 8%	<u>\$1,881.28</u>
Total Design Fees & Services	\$25,397.28

Total Not to Exceed Preconstruction Costs **\$37,127.74**

Respectfully Submitted.



Ruan Hill
Civil Estimator

ITEM TITLE: Approve the purchase of 0.33 state freshwater Herbaceous wetland credits from the Corkscrew Regional Mitigation Bank (CRMB) for the US 41 at Bonita Beach Road NW Quadrant Project in the amount of \$62,700.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

The Bonita Beach Road NW Quadrant Project is currently at 90% plans. To complete the plans and move the project forward, the purchase of wetland mitigation credits is required. The City's design engineer identified the Corkscrew Regional Mitigation Bank (CRMB), owned by the South Florida Water Management District, as having both the credit capacity and the willingness to sell the credits to the City. Pursuant to Section 36-25 of the City's procurement code, the specialized nature and regional restrictions on wetland mitigation banks exempts this procurement of credits from active solicitation and the proximity of the CRMB to the City make it a preferred site.

STAFF RECOMMENDATION: Approve the purchase of 0.33 state freshwater Herbaceous wetland credits from the Corkscrew Regional Mitigation Bank (CRMB) for the US 41 at Bonita Beach Road NW Quadrant Project in the amount of \$62,700 and authorize staff to execute all required documents.

ATTACHMENTS:

1. Agreement for Sale of Mitigation Bank Credits
 2. Reservation Letter for Sale of Credits from Corkscrew Regional Mitigation Bank
-

REVIEWERS:

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

AGREEMENT FOR SALE OF MITIGATION BANK CREDITS

This Agreement, (the “AGREEMENT”) by and between, CITY OF BONITA SPRINGS (“DEVELOPER”), and CORKSCREW MITIGATION, LLC a Florida limited liability company (“CM”), its successors and assigns, as manager of the Corkscrew Regional Mitigation Bank, a wetlands restoration and enhancement project (the “MITIGATION BANK”) on land owned by the South Florida Water Management District within Lee County, Florida (the “BANK LANDS”) pursuant to a Contract dated as of September 1, 2015 (the “CRMB Management Contract”) between CM and SFWMD.

RECITALS:

WHEREAS, DEVELOPER intends to develop certain real properties located in Lee County, Florida, as more particularly described in Exhibit “A” attached to and made a part of this AGREEMENT (“PROPERTY”) for the purpose of developing the US-41 at Bonita Beach Road NW Quadrant project (the “PROJECT”); and

WHEREAS, DEVELOPER has applied for its South Florida Water Management District (“SFWMD”) permit (“SFWMD PERMIT”) to undertake dredge and fill activities on the PROPERTY; and

WHEREAS, the MITIGATION BANK is permitted as a mitigation bank by the U.S. Army Corps of Engineers (“ACOE”) pursuant to a ACOE Permit No. SAJ-1998-04673 and the Florida Department of Environmental Protection (“FDEP”) under FDEP Permit No. 0198035-001 (as they may be modified from time to time, the “MITIGATION BANK PERMITS”); and

WHEREAS, DEVELOPER will be required by SFWMD to provide certain wetland mitigation for the PROJECT (“DEVELOPER’S MITIGATION OBLIGATION”) to compensate for impacts to FDEP jurisdictional wetlands on the PROPERTY pursuant to the SFWMD PERMIT; and

WHEREAS, DEVELOPER wishes to satisfy DEVELOPER’S MITIGATION OBLIGATION by purchasing mitigation bank credits in the MITIGATION BANK (“CREDITS”), which will allow DEVELOPER to satisfy DEVELOPER’S MITIGATION OBLIGATION off-site in BANK LANDS through the purchase of 0.33 Freshwater Herbaceous CREDITS for the PROJECT; and

WHEREAS, CM is willing to sell CREDITS to DEVELOPER for the PROJECT and allow DEVELOPER to transfer the DEVELOPER’S MITIGATION OBLIGATION to the MITIGATION BANK on the terms set forth in this AGREEMENT; and

WHEREAS, DEVELOPER has obtained or will obtain the necessary SFWMD approval that DEVELOPER expects will authorize DEVELOPER to satisfy DEVELOPER’S MITIGATION OBLIGATION through the purchase of the CREDITS,

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and conditions of this AGREEMENT, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration enumerated in this AGREEMENT, the receipt and sufficiency of which is

hereby acknowledged, DEVELOPER and CM covenant and agree as follows:

1. RERPRESENTATIONS

1.1. The parties agree that the aforestated recitations are true and correct and are incorporated herein by reference.

2. MITIGATION OBLIGATION

2.1. CM hereby agrees, subject to the terms of this AGREEMENT, to assume DEVELOPER'S MITIGATION OBLIGATION by complying with the terms and conditions of the MITIGATION BANK PERMITS. CM bears no responsibility or obligation relating to DEVELOPER's FDEP PERMIT. CM's obligations under this AGREEMENT are conditioned upon the following:

2.1.1 CM shall submit to the FDEP its approval for the CREDITS to be transferred from the CREDIT LEDGER. This approval shall be in the form of a Confirmation of Credit Sale Letter ("TRANSFER LETTER") more particularly described in Exhibit "B" attached to and made a part of this AGREEMENT.

2.1.2 Not later than December 31, 2024, DEVELOPER shall secure the SFWMD approval of the plan to use the CREDITS to fulfill DEVELOPER'S MITIGATION OBLIGATION pursuant to this AGREEMENT and provide a copy of the SFWMD PERMIT to CM. An example of a form of SFWMD PERMIT is attached as Exhibit "C".

2.1.3 DEVELOPER shall have performed its obligations under this AGREEMENT and the SFWMD PERMIT, including without limitation timely payment in full to CM for the total amount of CREDITS required by the SFWMD PERMIT, and the SFWMD PERMIT shall be in full force and effect.

3. PAYMENT FOR MITIGATION

3.1. As payment for the transfer of DEVELOPER'S MITIGATION OBLIGATION to CM, DEVELOPER shall purchase from CM the total number of CREDITS required by the SFWMD PERMIT. Assuming that the SFWMD PERMIT require 0.33 Freshwater Herbaceous CREDITS, DEVELOPER shall pay CM the sum of Sixty-Two Thousand Seven Hundred dollars and no cents (\$62,700.00) as follows:

3.1.1 Simultaneously with the full execution of this AGREEMENT by DEVELOPER and CM, DEVELOPER shall make a deposit (the "DEPOSIT") directly with CM in the sum of Eighteen Thousand Eight Hundred Ten dollars and no cents (\$18,810.00).

3.1.2 No later than thirty (30) days after issuance of the SFWMD PERMIT for the PROJECT or December 31, 2024, the DEVELOPER shall pay CM, the balance of the Purchase Price (the "FINAL PAYMENT") in the sum of Forty-Three Thousand Eight Hundred Ninety dollars and no cents (\$43,890.00) as the final payment for the 0.33 herbaceous CREDITS.

3.2. In the event DEVELOPER fails to pay the balance of the consideration as required within the timeframes set forth in this AGREEMENT, CM shall have no obligation to commence or complete the transfer of CREDITS and neither party shall have any further liability under this AGREEMENT and CM shall be entitled to retain the deposit(s) in full.

3.3. The number of CREDITS required to satisfy the DEVELOPER's MITIGATION OBLIGATION is based solely on determinations by the SFWMD and is beyond the control of CM. It is currently contemplated in this AGREEMENT that 0.33 CREDITS will be required to fully satisfy DEVELOPER'S MITIGATION OBLIGATION. However, there is the possibility that the mitigation requirements of SFWMD may change, due to factors not known at this time. If the mitigation requirement by SFWMD exceeds 0.33 CREDITS, CM agrees to provide to DEVELOPER such additional CREDITS as may be required and DEVELOPER shall pay CM the additional required amount of One Hundred Ninety Thousand dollars and no cents (\$190,000.00) per additional CREDIT or pro rata portion thereof; provided, however, that CM's obligation under this Section is contingent upon the existence and availability of such additional CREDITS at the time that DEVELOPER advises CM of the number of additional CREDITS required. The additional sums under this Section shall be added to the amounts due as a FINAL PAYMENT under this AGREEMENT and shall be paid as provided in Section 3.1. In the event that less than 0.33 CREDITS are required by SFWMD, DEVELOPER shall be charged at the highest number of CREDITS required by SFWMD at the rate of One Hundred Ninety Thousand dollars and no cents (\$190,000.00) per CREDIT or pro rata share thereof and any credit shall be applied to the FINAL PAYMENT.

4. FINAL TRANSFER

4.1. No earlier than the date of FINAL PAYMENT and no later than thirty (30) days after FINAL PAYMENT, CM shall sign the FDEP TRANSFER LETTER to be submitted to the FDEP; provided, however that, CM shall not be obligated to deliver the CREDITS to DEVELOPER until all applicable authorities including, but not limited to, the FDEP, have deemed the CREDITS available and capable of being withdrawn on the FDEP CREDIT LEDGER.

4.2. The sale of CREDITS shall be considered complete and shall have been fully earned and all sums paid pursuant to Section 3 of this AGREEMENT shall be deemed nonrefundable upon submittal of the TRANSFER LETTER to FDEP, absolutely and irrevocably transferring DEVELOPER'S MITIGATION OBLIGATION to CM.

5. CM OBLIGATIONS

Pursuant to the terms of this AGREEMENT, it shall be the obligation of CM (in addition to any other obligations contained in this AGREEMENT) to provide the CREDITS in accordance with the MITIGATION BANK PERMITS and the APPROVALS and PERMIT(S) authorizing the transfer of DEVELOPER'S MITIGATION OBLIGATION. The obligation of CM to transfer the CREDITS is subject to release of the CREDITS for sale pursuant to the Credit Approvals.

6. DEVELOPER'S OBLIGATIONS

6.1. DEVELOPER shall pay for the services of its consultants relative to those DEVELOPER approvals, including the SFWMD PERMIT, required by this AGREEMENT and

DEVELOPER shall also pay for all of its license, application and modification fees required to complete the transfer of DEVELOPER'S MITIGATION OBLIGATION under this AGREEMENT.

6.2. DEVELOPER shall provide to CM copies of any and all documents pertaining to the FDEP PERMIT, and other approvals required by this AGREEMENT, including any modifications or supplements thereto and such FDEP PERMITS, approval(s), and modifications shall be deemed to be attached as exhibit(s) to this AGREEMENT at the time of issue.

6.3. As a condition subsequent to the completion of this AGREEMENT and the sale of the CREDITS hereunder, DEVELOPER shall complete any and all obligations under the FDEP PERMIT.

6.4. DEVELOPER shall use those CREDITS that are the subject of this AGREEMENT only on the PROPERTY for the PROJECT and shall not assign, sell or otherwise transfer the CREDITS or any part thereof to any other site or location, or to any other development of the PROPERTY without the express written approval of CM, which approval may be withheld at CM's sole and absolute discretion.

6.5. DEVELOPER shall not assign this AGREEMENT to any other party without notification to CM and express written approval by CM, which approval may be withheld at CM's sole and absolute discretion.

7. DEFAULT

7.1. In the event DEVELOPER defaults under this AGREEMENT, DEVELOPER shall have ten (10) days from its receipt of written notification of default from CM within which to cure any such default(s). In the event default(s) are not cured within the ten (10) day time frame, CM may elect to: (i) cancel this AGREEMENT and return the CREDITS to the CREDIT LEDGER to the account of CM, (ii) retain any and all amounts paid by DEVELOPER pursuant to this AGREEMENT, (iii) notify the SFWMD that this AGREEMENT has been canceled, and/or (iv) notify DEVELOPER of CM'S intent to cancel this AGREEMENT, and notify the SFWMD of CM'S intent to cancel the AGREEMENT.

7.2. DEVELOPER hereby agrees that the maximum aggregate liability of CM in connection with, arising out of or in any way related to a breach by CM under this AGREEMENT shall be the amount of the DEPOSIT. DEVELOPER hereby waives for itself and anyone who may claims by, through or under DEVELOPER any and all rights to sue or recover any amount greater than said limit.

7.3. DEVELOPER and CM acknowledge that in no event shall either party be liable to the other party hereunder for lost profits, diminution in value, or consequential, incidental, special, indirect, or punitive damages of any kind.

8. CONFIDENTIALITY

The financial agreements contained in this AGREEMENT, and specifically, the costs incurred by any party under this AGREEMENT, shall remain confidential except that same may be disclosed by CM in fulfillment of (a) its financial obligations under agreement(s) with its

lenders and under other trust agreement(s), (b) as required by DEVELOPER'S lender(s), provided, however, that such information shall only be disclosed to DEVELOPER'S lender(s) with the proviso that such information is confidential and may not be disclosed to third parties not related to the financing of the PROPERTY, (c) to SFWMD as the co-permittee of the MITIGATION BANK, and (d) as required by the CRMB Management Contract or the open records laws of the State of Florida as applicable. Notwithstanding the foregoing, the terms of this AGREEMENT may be disclosed by any party to this AGREEMENT to either the SFWMD, ACOE or FDEP requiring same in order for such disclosing party to fulfill its obligations under this AGREEMENT or any applicable permit.

9. PUBLIC RELATIONS

CM and DEVELOPER shall have the right, in their sole discretion, to publicize the non-monetary terms of this AGREEMENT and the name of DEVELOPER or any successor or assign which may undertake the development on the PROPERTY except as limited by the confidentiality provisions of Section 8 above.

10. RESTRICTION ON RECORDATION

Neither this AGREEMENT nor any notice, memorandum nor notation thereof shall be recorded by any party hereto in the Public Records of Lee County, Florida or of any other county in the State of Florida. This AGREEMENT shall impose no lien, charge or encumbrance upon the PROPERTY.

11. TAXES OR ASSESSMENTS

It is contemplated by the parties hereto that this AGREEMENT and the services to be provided hereunder are not subject to State of Florida sales tax, documentary stamp tax, intangible tax or any other tax or assessment. In the event it is determined that any such tax does apply to this transaction, then it is understood and agreed that such tax is the obligation of DEVELOPER. In the event a new sales tax, documentary stamp tax, intangible tax or any other tax obligation is created by State Statute, Rule or Regulation after this AGREEMENT has been executed by both parties, the new tax or assessment shall become the responsibility of DEVELOPER.

12. MISCELLANEOUS

12.1. Notices. Notices or other communications under this AGREEMENT by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as follows:

As to DEVELOPER:

City of Bonita Springs
Attention: Matt Feeney, Assistant city Manager
9101 Bonita Beach Road
Bonita Beach, FL 34134

As to CM:

Corkscrew Mitigation, LLC
Attention: Robert B. Miller, President
151 North Nob Hill Road, #458
Plantation, FL 33324

12.2. Persons Bound/Assignment. The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

12.3. Attorneys' Fees. In the event of litigation between the parties hereto, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, paralegals' fees including appellate and post-judgment proceedings and all costs thereof.

12.4. Final Agreement. This instrument embodies the whole agreement of the parties hereto and there are no promises, terms, conditions or obligations between the parties other than those herein contained. This AGREEMENT shall supersede all previous communications, discussions, representations, advertisements, proposals or agreement either verbal or written, between the parties hereto and not contained herein. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.5. Effective Date. The effective date of this AGREEMENT shall be the day upon which the last of the parties hereto shall have executed this AGREEMENT.

12.6. Interpretation. This AGREEMENT shall be interpreted as drafted by both parties hereto equally, and no rule of strict construction shall be applied against any party.

12.7. Captions. The captions are included for convenience only and shall be given no legal effect whatsoever.

12.8. Modification. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless agreed to by both parties and contained in a written document executed with the same formality and of equal dignity herewith.

12.9. Choice Of Laws; Venue. This AGREEMENT shall be governed by the laws of the State of Florida, and in the event of litigation between or among the parties' venue for any such litigation shall be in Lee County, Florida.

12.10. Partial Invalidity And Severability. Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any other section of this AGREEMENT, provided, however, that the parties receive the full consideration bargained for hereunder.

12.11. Counterparts; signatures. This AGREEMENT may be executed in counterparts, or by the execution of counterpart signature pages which may be attached to one or more counterparts, all of which together shall constitute one original instrument (or counterpart original instruments) binding upon the parties. Further, any such counterparts or counterpart signature pages may be executed at separate locations and delivered by facsimile transmission, and such execution and delivery, including facsimile signatures, shall be as binding and effective as original signatures delivered in person, even if original signed counterparts or counterpart signature pages are not subsequently delivered.

12.12. No Third Party Beneficiaries. This Agreement does not confer any benefits to any persons or entities except the parties to this Agreement and their successors and permitted assigns.

12.13. Assignment. This AGREEMENT may be assigned by CM to any successor manager of the MITIGATION BANK, and upon such assignment the assignee shall assume all obligations of CM under this AGREEMENT and CM shall be released from all obligations under this AGREEMENT.

12.14. Release of SFWMD. DEVELOPER acknowledges and understands that CM is solely responsible and liable for developing the Corkscrew Regional Mitigation Bank on South Florida Water Management District (SFWMD) lands and for marketing and selling the mitigation bank credits in accordance with the CRMB Management Contract between CM and SFWMD. DEVELOPER further acknowledges and understands that CM is developing the CRMB as an independent contractor to the SFWMD, that CM is not an agent of the SFWMD, nor may CM in any manner bind the SFWMD or create any obligations or liability on behalf of the SFWMD. Accordingly, DEVELOPER hereby releases SFWMD and its agents, employees, officers, governing board members, successors, and assigns from any and all claims, demands, losses, judgments, damages, causes of action or other liability (including attorney's fees and costs, whether suit be brought or not and at all levels of litigation) arising from or in any way related to (1) the purchase or reservation to purchase CREDITS, or (2) any representations made by CM. This provision shall survive the transfer of CREDITS to the DEVELOPER.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates written below their signatures.

Signed, sealed and delivered:

CITY OF BONITA SPRINGS,

By: _____
Matt Feeney, Assistant city Manager

Date: _____

CORKSCREW MITIGATION, LLC
a Florida limited liability company

By: _____
Robert B. Miller, President

Date: _____

EXHIBIT "A"

Project Location Map

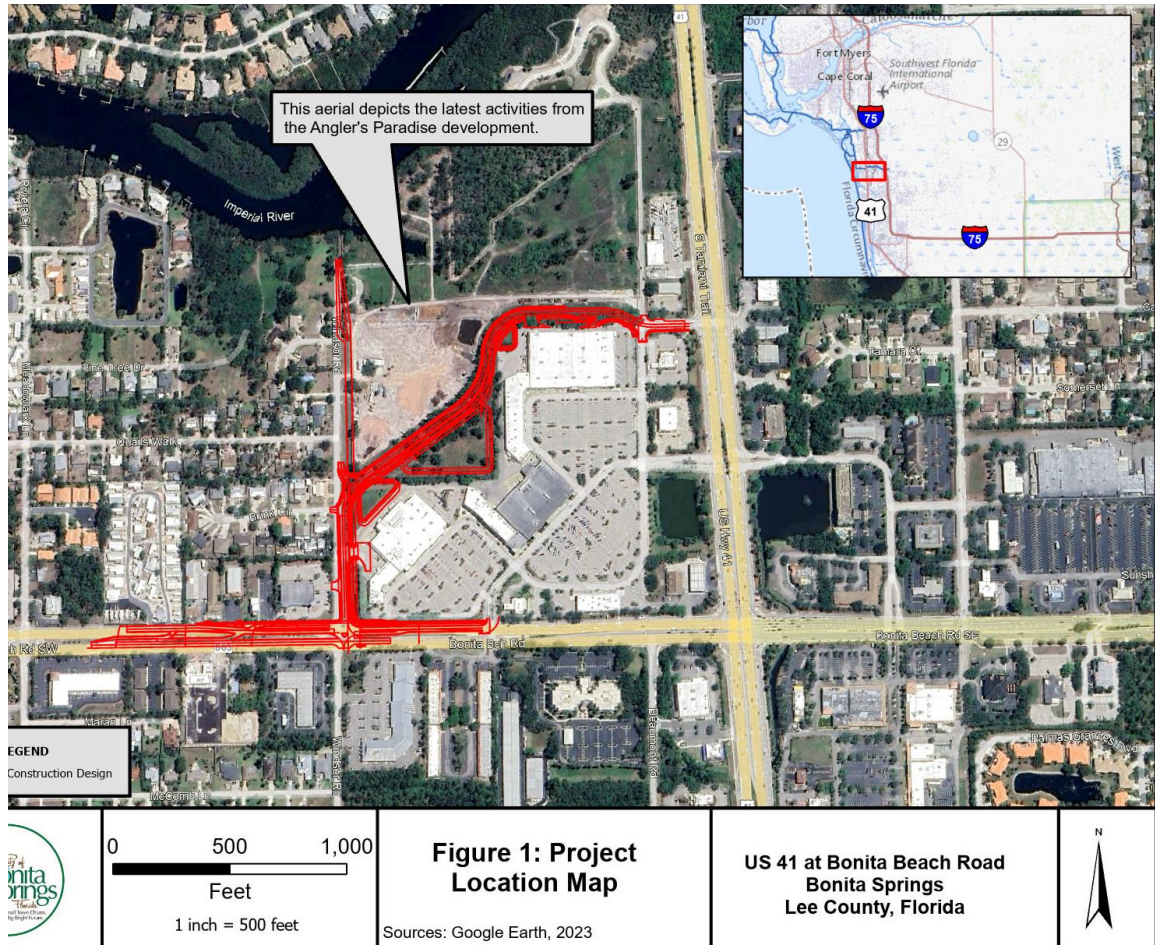


EXHIBIT "B"

Sample Credit Transfer Letter

Date

Donna Kendall
Program Manager
Submerged Lands & Environmental Resource Coordination
2600 Blair Stone Road MS 2500
Tallahassee, FL 32399

**Re: Corkscrew Regional Mitigation Bank, Lee County
Permit #0198065-001
Request for Minor Modification for Mitigation Credit Withdrawal from the Corkscrew
Regional Mitigation Bank for FDEP Permit No. _____**

Dear Ms. Kendall:

This letter requests a Minor Modification to the Corkscrew Regional Mitigation Bank Permit #0198035-001 for withdrawal of mitigation credits for the following project:

1. 0. _____ forested freshwater credits for the **FDEP Permit No. _____**, as specified in Specific Condition No. ____.

Please return an acknowledgement from DEP for this transfer of mitigation obligations from the permit applicant to Corkscrew Regional Mitigation Bank for this project.

Please do not hesitate to call if you have any questions.

Sincerely,

Desmond Duke



Exhibit "C" - Sample SFWMD Permit

South Florida Water Management District
Individual Environmental Resource Permit No. 11-100761-P
Date Issued: December 3, 2018

Permittee: Neal Communities Of Southwest Florida, LLC
28100 Bonita Grande Drive
Bonita Springs, FL 34135

Project: Seychelles (F.K.A. Russell Square)

Application No. 180430-533

Location: Collier County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

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

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

A handwritten signature in blue ink that reads "Melissa Roberts".

Melissa Roberts, P.E.
Regulation Service Center Administrator



Corkscrew

REGIONAL MITIGATION BANK

May 13, 2024

Ms. Kimberly Mcneely
Environmental Analyst IV
South Florida Water Management District
Fort Myers Service Center
2301 McGregor Blvd, Fort Myers, FL 33901

Corkscrew Regional Mitigation Bank - Letter of Credit Reservation
Project: US-41 at Bonita Beach Road NW Quadrant
SFWMD Permit Application No. 231212-41618

Dear Ms. Mcneely:

This letter is to confirm that the City of Bonita Springs is purchasing 0.33 Freshwater Herbaceous Wetland Mitigation Credits from the Corkscrew Regional Mitigation Bank (CRMB) for the project referenced above. The credits are reserved accordingly.

Upon the fulfillment of all the terms of a Sales Agreement between the City of Bonita Springs and CRMB and the issuance of the South Florida Water Management District permit, CRMB will authorize and request transfer of those 0.33 credits from CRMB's State Credit Ledger.

Please do not hesitate to contact me if you have any questions or need anything further.

Sincerely,

Desmond Duke

cc: Robert Miller, Corkscrew Mitigation, LLC
Brett Berube, RK&K
Matt Feeney, City of Bonita Springs

ITEM TITLE: Approve the proposal from RVi Planning + Landscape Architecture in the amount of \$226,000, for final design, bidding, and construction services of Riverside Park Bandshell turf and hardscape.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: Community Aesthetics

BACKGROUND:

On August 7, 2024, City Council approved a proposal from RVi Planning + Landscape Architecture, in the amount of \$105,000.00 for the Riverside Park Bandshell Lawn Artificial Turf, sidewalk and paver Design project. This proposal included work for project coordination services, conceptual site planning services, surveying services, public meetings, workshops and graphics design to develop a Conceptual Design.

During the August 7th City Council meeting, it was discussed for RVi Planning +Landscape Architecture to provide a separate proposal for Final design, bidding, permitting and construction services.

The work is outlined in the Scope of Services proposal for Final design to include construction documents, irrigation design, regulatory services, pre-construction and bidding services, Civil engineering for LDO submittal, environmental services and construction observation.

The work will be provided pursuant to Florida Statute §287.055, as the City went through the procurement process through CN 21-20 for Miscellaneous Outdoor Recreational Facility Design and Engineering.

STAFF RECOMMENDATION: Approve the proposal from RVi Planning + Landscape Architecture, for the City of Bonita Springs Riverside Park Bandshell Lawn Artificial Turf, Sidewalk and Paver Final Design, bidding and construction services, in the amount of \$226,000.00.

ATTACHMENTS:

1. RVi Proposal

REVIEWERS:

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



MSA WORK ORDER 02

September 11, 2024

Nicole Perino
City of Bonita Springs ("Client")
9101 Bonita Beach Road, Bonita Springs, FL 34135
RVi Project Number: 24003744

RE: **Riverside Park Bandshell Renovation**

Dear Ms. Perino,

RVi Planning + Landscape Architecture ("Consultant") is pleased to submit the attached work order for professional services for the Riverside Park Bandshell renovation located in Bonita Springs, Florida ("Project"). Below is a summary of services.

The City of Bonita Springs intends to renovate the existing Riverside Park to improve event space, circulation, ADA access and maintainability. The project includes an existing bandshell, Veteran memorials, art installations, and mature canopy and palm trees to remain. It is understood that the following permits will be needed to develop the project City of Bonita Springs Development Order, Bonita Springs Utilities Application to Construct (to be determined), FDEP Potable Water Permit (to be determined), SFWD Environmental Resource Permit (to be determined), and City of Bonita Springs Building Permit. Construction Services are not included in this proposal and will be provided under a separate proposal once construction phasing and schedule have been determined.

The known relevant local governmental authorities ("RGA's") having jurisdiction over the Project are: City of Bonita Springs, BSU, FDEP, SFWMD.

The Consultant will hire the services of the following subconsultants in the performance of this Agreement: Civil Engineer, Environmental Consultant.

Fees for these subconsultants are included as part of Consultants fees.

The Consultants will coordinate with the following consultants, hired separately by the Client, in the performance of this Agreement: Lighting Engineer.

Please review the attached scope of services and provide your approval by signing at Article 5.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Hellman'.

Will Hellman
Project Manager

A handwritten signature in black ink, appearing to read 'Ryan Seacrist'.

Ryan Seacrist
Vice President – Principal – Florida



MSA – WORK ORDER 02

Project Name: Riverside Park Renovation

RVi# 24003744

Client Name: City of Bonita Springs

Client Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

Pursuant to the Master Professional Services Agreement (the "Agreement") entered into between City of Bonita Springs 9101 Bonita Beach Road, Bonita Springs, FL 34135 ("Client") and RVi Planning + Landscape Architecture, Inc. ("Consultant"), effective November 7, 2023, subject to all terms and conditions thereof, Client hereby engages Consultant as follows for the Riverside Park, Bonita Springs ("Project") through this Work Order (the "Work Order"):

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.8 (TASK 08) CONSTRUCTION DOCUMENT PHASE SERVICES

1. Based on the Client approved Design Development drawings, prepare Construction Documents for the landscape components. Initiation of the Construction Documents will rely on the approved, complete civil engineers' drawings and shall include:
 - a. Typical detail drawings, that set forth in the requirements for construction of the landscape and hardscape components, including depiction of their size, shape, dimensions, and locations; and
 - b. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for landscape and hardscape components.
2. Review the Construction Documents with the Client for their approval and authorization to proceed.

DELIVERABLES:

- Construction Documents in digital 24x36

1.9 (TASK 09) IRRIGATION DESIGN SERVICES

1. Includes design development, construction documents and construction services for the design of a new potable automatic irrigation system of the renovated portions of the park while maintaining the existing well and pump irrigation for adjacent park spaces. See attachment 'B' for detailed scope information

1.10 (TASK 10) REGULATORY SERVICES

1. Upon approval and authorization to proceed, prepare documents reasonably required for review by RGAs to comply with permitting requirements. The Client's civil engineer will be solely responsible for preparing the official submittal and application, for submitting it to the appropriate RGA, and for processing it through the administrative approval process.
2. As requested by Client participate, in the permitting process including:
 - a. Evaluate and respond to RGA review and comments;
 - b. Review with the Client, modifications requested by RGAs, and at Client's direction, modify the documents accordingly for re-submission;

1.11 (TASK 11) PRE-CONSTRUCTION & BIDDING PHASE SERVICES

1. If requested, the Consultant, following the Client's approval of the Construction Documents, will assist the Client in obtaining bids and in awarding contracts for construction for the Project.
2. The services that may be provided in this phase include:
 - a. Attending pre-bid conference;
 - b. Assisting the Client in qualifying bidders;
 - c. Issuing bidding documents;
 - d. Preparing addenda to the Construction Documents;
 - e. Attending bid opening;
 - f. Evaluating bids;
 - g. Distributing required sets of Contract Documents.

1.12 (TASK 12) CONSTRUCTION OBSERVATION PHASE SERVICES (TO BE PROVIDED ONCE PHASING IS DETERMINED)

1. If the Consultant's services under this Agreement do not include services during the construction phase of the project, the Client assumes all responsibility for the application and interpretation of Consultant's drawings, specifications and other instruments of service, responding to all contractor requests for information, the observation and evaluation of contractor's work and the performance of any other necessary construction phase landscape architectural professional services; and Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, the "Consultant") against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.
2. If the Client requests in writing that the Consultant provide any specific Construction Phase services, and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Article 3: Additional Services.

1.13 (TASK 13) CIVIL ENGINEERING SERVICES

1. Includes City of Bonita Springs Limited Development Order.
2. BSU and FDEP Applications to Construct are optional and will require written notice to proceed from Client if determined necessary for permitting. See attachment 'C' for detailed scope information.
3. SFWMD Environmental Resource Permit tasks are optional and will require written notice to proceed from Client if determined necessary for permitting. See attachment 'C' for detailed scope information.
4. Includes Design Development, Bidding Services, Dry Utility Coordination, Engineering Construction Services, and Engineering Certification Services. See attachment 'C' for detailed scope information.

1.14 (TASK 14) ENVIRONMENTAL SERVICES

1. Includes Protected Species Assessment, SFWMD Environmental Resource Permit.
2. Includes City of Bonita Springs Development Order Assistance, SFWMD ERP Request for Additional Information, FWS & FWC Coordination.

ARTICLE 2: ADDITIONAL SERVICES

2.1 All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 2.3 of the Master Services Agreement, or, at the Consultant's sole option, under a separate Work Order.

1. Providing services other than those set forth in Article 1 of this Agreement;
2. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
3. Public or other presentations beyond those described in Basic Services;
4. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
5. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format;
4. Financial/economic information setting forth the budget limitations for the Project;
5. A geotechnical investigation and report, including design recommendations, will be provided by the Client if necessary; and
6. Designate a representative to serve as the point of contact for the project.

ARTICLE 4: COMPENSATION

3.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Lump Sum: Consultant's compensation shall include the lump sum of \$163,500 dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Task 08: Construction Document Phase Services	<u>\$ 35,000</u>
Task 09: Irrigation Design Services (See attachment 'B')	<u>\$ 10,000</u>
Task 13: Civil Engineering Services (See attachment 'C')	
13.1: City of Bonita Springs Limited Development Order	<u>\$ 55,000</u>
13.2: BSU & FDEP Applications to Construct (<i>If Needed</i>)	<u>\$ 25,000</u>
13.3: Minor SFWMD Environmental Resource Permit (<i>If Needed</i>)	<u>\$ 30,000</u>
Task 14: Environmental Services	<u>\$ 8,500</u>
Total Lump Sum Fees:	\$ 163,500

Hourly: Consultant's compensation shall include the total for Basic Services (the "Basic Fee") and Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's estimated compensation for Basic Services for each phase of the Project are set forth below. The amounts indicated do not include amounts for Additional Services or resulting from substantial change in scope of the Project or services but will otherwise not be exceeded without authorization from the Client. The Client agrees to pay the Consultant the following estimated fees for the Basic Services:

Task 10: Regulatory Services	<u>\$ 5,000</u>
Task 11: Pre-construction & Bidding Phase Services	<u>\$ 10,000</u>
Task 12: Construction Observation Phase Services	<u>\$ TBD*</u>
Task 13.4: Civil Engineering Services (See attachment 'C')	<u>\$ 47,500</u>
Total Hourly Fees:	\$ 62,500

Total Lump Sum & Hourly Fees: \$ 226,000

**To be provided as separate proposal once phasing is determined*

ARTICLE 5: APPROVED AND ACCEPTED

Client approves and accepts the Work Order and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Work Order and specific amendments. If the Work Order is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Work Order. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

RVi Planning + Landscape Architecture, Inc.

City of Bonita Springs

Signature: 

Signature: _____

Printed Name: Ryan Seacrist, PLA

Printed Name: _____

Title: Vice President - Principal

Title: _____

Date: September 11, 2024

Date: _____



EXHIBIT A: LIMIT OF WORK



EXHIBIT B: IRRIGATION SUBCONSULTANT SCOPE OF SERVICES

DESIGN DEVELOPMENT- WATER PLANNING SCOPE-OF-WORK

Task 1 – Design Development Non-Potable Irrigation Plan

- Attend meetings with the Owner's Representative and design team through project planning & design as authorized by the client & described below.
 - Conference calls/video conference meetings throughout the scope of design.
- Obtain and review data related to the existing well water supply inclusive of well capacity, electrical requirements, casing size, age, current condition, and discharge pressure.
- Obtain and review existing irrigation system data via review of previous design plans & notation of changes provided on on-site municipal staff.
- Obtain and review new park development plans with new approach to landscape.
- Site irrigation water balance will be developed to estimate future annual water usage. Water use information will detail the following:
 - Summary of landscape types & quantities for the project site organized by landscape area & project development phase.
 - Peak season water use estimates itemized by plant type.
 - Annual & monthly water use by plant type.
 - Divide site layout and landscape into two water sources as directed by the client & size systems to proper capacity.
- Based on coordination with the Owner & Design Team, Hines will identify & provide preliminary specification of a site sustainable control system to provide the appropriate level of system monitoring & water conservation meeting project budgetary goals and long-term maintenance preferences.
- A preliminary DD drawing of detailed project areas served by irrigation systems including proposed water source(s), well demands, proposed distribution mainline pipe routing, potable tap location to serve core park areas with pressure & flow requirements at discreet landscape areas, isolation valve locations, pipe and wiring sleeves under hardscapes, and controller locations with electrical power drop requirements.
- Coordinate with the LA, ME, and Architect on preliminary mainline pipe routing, control wire routing, controller location and power requirements.
- **Deliverables:**
 - Design Development drawings
 - This proposal assumes a total of one (1) submittal: 100% Submittal

CONSTRUCTION DOCUMENT SCOPE-OF-WORK

Task 2 – Irrigation Plan Design

- Irrigation controller location, electrical power source location, well water source, and potable water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City or local equipment specification and design standards.
- Coordinate with landscape architect to match Cooling Irrigation System design to artificial turf panel installation requirements.
- Detailed irrigation design for two (2) distinct systems will include; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:**

- One (1) 24 x 36 drawing sheet at 20 scale, details & specifications.
- This proposal assumes a total of two (2) drawing submittals: (75% CD, 100% CD)

CONSTRUCTION OBSERVATION SCOPE-OF-WORK

Task 3 - Construction Services

- Pre-Construction Services
 - Participation in a pre-construction conference call/video conference to answer Contractor questions and to provide clarification to bid documents as required.
 - Review of RFIs, shop drawings, and material submittals, comment, re-review and approval for construction.
 - **Deliverables:** Project related documentation in the required format
- On-Site Observation
 - Schedule and participate in one (1) walk-through inspection at "Substantial Completion" with Contractor for review of irrigation construction and system operation. Prepare "punch list" of all items requiring adjustment or correction to be performed by Contractor prior to Final Inspection.
 - Conduct final walk-through with Contractor to observe completeness of installation and compliance with "punch list" items.
 - **Deliverables:** Inspection report in the required format

EXHIBIT C: CIVIL ENGINEER SUBCONSULTANT SCOPE OF SERVICES

SCOPE OF WORK FOR BONITA SPRINGS RIVERSIDE PARK DO & ERP

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 1: DESIGN DEVELOPMENT:

- Master Site Planning:
 - ▶ Update and finalize site plan based on preliminary site plan, input from Client and landowner, and development standards pursuant to zoning and/or LDC.
 - ▶ Compile final site plan, survey information, and other critical site information into a final CAD design file to be used for construction plan preparation.
- Meetings and Coordination:
 - ▶ Prepare for and attend meetings with Client, landowner, and project team to review master site plans, project budgets, schedules, permitting strategy, and other similar project parameters. Assumes four (4) meetings.
 - ▶ Attend pre-application meetings with governmental agencies as required, assumes two (2) meetings (City of Bonita Springs, Bonita Springs Utilities, SFWMD, and/or Fire/EMS).

TASK 2: CITY OF BONITA SPRINGS DEVELOPMENT ORDER:

- Prepare, submit, and support the City of Bonita Springs Development Order (DO) application.
- Based on final site plan, prepare construction plans for the project, which will include, but is not limited to:
 - ▶ Site Grading and Earthwork
 - ▶ Drainage Plan
 - ▶ Construction Phasing Plan
 - ▶ Existing Conditions Plan
 - ▶ Plan & Profiles
 - ▶ Erosion Control Plan
 - ▶ Standard Details Water/Sewer
 - ▶ Conduit Plan
 - ▶ Pavement Markings
 - ▶ Master Utility Plan
 - ▶ Demolition Plan
 - ▶ Zoning Data Plan/Site Plans
 - ▶ Standard Details Paving/Drainage
 - ▶ Cross Sections
 - ▶ Cover and General Notes
- Prepare engineering report and necessary models for utilities and drainage.
- Prepare engineer's opinion of probable cost for permitting purposes only.
- Coordinate with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and respond to Requests for Additional Information (RAI). The estimated fee assumes two (2) RAIs. Additional RAIs will be billed at an hourly rate.
- Prepare for and attend one (1) City of Bonita Springs Public Workshop and one (1) City Council Meeting. The estimated fee assumes one (1) public workshop and one (1) council meeting. Additional public workshops and/or council meetings will be billed at an hourly rate.

TASK 3: BSU AND FDEP APPLICATIONS TO CONSTRUCT (IF NEEDED):

- Bonita Springs Utilities Application to Construct:
 - ▶ Prepare, submit, and support the Bonita Springs Utilities (BSU) Application to Construct to address DO utility stipulations.
 - ▶ Prepare engineer's opinion of probable cost for permitting purposes only.
 - ▶ Prepare, coordinate, and respond to Requests for Additional Information (RAI). The estimated fee assumes one (1) RAI. Additional RAIs will be billed at an hourly rate.
- FDEP Potable Water and Wastewater Permits:
 - ▶ Prepare and submit the Florida Department of Environmental Protection (FDEP) applications for Potable Water and Wastewater system extensions.
 - ▶ Prepare, coordinate, and respond to Requests for Additional Information (RAI). The estimated fee assumes one (1) RAI. Additional RAIs will be billed at an hourly rate.

TASK 4: MINOR SFWMD ENVIRONMENTAL RESOURCE PERMIT (IF NEEDED):

- Prepare, submit, and support a Minor SFWMD Environmental Resource Permit (ERP) application.
- Research and review existing permits or previous permits, drainage studies, and adjacent projects to establish a basis of the surface water management system.
- Prepare land use summary, establish minimum design elevations, cross sections, and site grading.
- Coordination with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and respond to Requests for Additional Information (RAI). The estimated fee assumes two (2) RAIs. Additional RAIs will be billed at an hourly rate.

TASK 5: BIDDING SERVICES:

- Provide bidding services to include:
 - ▶ Prepare bidding contract documents and specifications for project.
 - ▶ Attend pre-bid meeting.
 - ▶ Prepare bid addendums.
 - ▶ Prepare bid tabulation for client.
 - ▶ Prepare bid comparison for client.

TASK 6: DRY UTILITY COORDINATION:

- Provide dry utility coordination services to include:
 - ▶ Meetings with client and utility providers.
 - ▶ Provide client with a site plan showing dry utility locations.
 - ▶ Coordinate with dry utility providers regarding location and easements.
 - ▶ Exhibits to public utility providers.

TASK 7: ENGINEERING CONSTRUCTION SERVICES:

- Provide engineering construction services to include:
 - ▶ Attend weekly construction meetings as necessary (assumes ten (10) weeks).

- ▶ Provide minimal construction observation of the contractor's progress on work designed by Atwell for certification purposes only.
- ▶ Review shop drawings for conformance with development order plans and technical specifications, as required.
- ▶ Review pay requests and change orders.
- ▶ Conduct walk through/site inspection with Client, landowner, and contractor for work designed by Atwell.
- ▶ Prepare and submit the SFWMD ERP Construction Commencement Notice.
- ▶ Prepare and submit the FDEP Notice of Intent for Stormwater Discharge.

TASK 8: ENGINEERING CERTIFICATION SERVICES:

- Provide engineering certification services to include:
 - ▶ Prepare project certifications to City of Bonita Springs, BSU, SFWMD, and FDEP.
 - ▶ Prepare, submit, and support engineer-related utility dedication and preliminary site acceptance checklist items as required by agencies.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 24-09-144
September 18, 2024

ITEM TITLE: Approve amendment #1 of the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities, clarifying grant funding for Lakes of Sans Souci and Sun Village Septic to Sewer Projects.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 4) Environmental Protection

BACKGROUND: The City and Bonita Springs Utilities (BSU) jointly applied for and was awarded grant funds from Florida Department of Environmental Protection (FDEP) to extend central wastewater treatment services to two (2) neighborhoods, Sun Village and Lakes of Sans Souci, in the City. The City and BSU was successful in receiving the initial grant award (February 20, 2023) as well as a 2nd grant allocation (June 24, 2024) for both projects as outlined in the table below:

Project Site	Original Grant Award (2/20/2023)	2 nd Grant Allocation (6/24/2024)	Total Grant Amount	City Match	BSU Match	Total Grant Allocation
Sun Village	\$2,050,000	\$424,250	\$2,474,250	\$1,237,125	\$1,237,125	\$4,948,500
Lakes of Sans Souci	\$ 950,000	\$487,500	\$1,437,500	\$ 718,750	\$ 718,750	\$2,875,000

Following the initial grant award the City entered into a Septic Replacement and Groundwater Protection Agreement with BSU on February 15, 2023. Amendment #1 will increase the grant funding amounts for the additional grant award for each of the projects listed above.

STAFF RECOMMENDATION: Approve contract amendment #1.

ATTACHMENTS:

1. BSC-23-02-044 – Septic Replacement and Groundwater Protection Agreement
2. Proposed Amendment #1 of the Septic Replacement and Groundwater Protection Agreement

REVIEWERS:

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

SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT

Between

BONITA SPRINGS UTILITIES, INC.

And

CITY OF BONITA SPRINGS, FLORIDA

THIS SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT (hereinafter "Agreement"), made and entered into this 3rd day of February, 2023 by and between **CITY OF BONITA SPRINGS**, an incorporated municipality of the State of Florida, (hereinafter "City"), and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation, (hereinafter "BSU"); (City and BSU are hereinafter together referred to as "Parties").

WHEREAS, City has obtained Three Million Dollars (\$3,000,000) in grant funding from the State of Florida, Department of Environmental Protection ("FDEP") Wastewater Grant Program Fiscal Year 2021-22 ("Grant Funds"). The Grant Funds are allocated as Two Million Fifty Thousand (\$2,050,000) for Sun Village (Area 1) and Nine Hundred Fifty Thousand Dollars (\$950,000) for the Lakes of San Souci (Area 2) to extend central wastewater treatment service to the Sun Village area and the Lakes of San Souci area currently primarily served by on-site sewage treatment and disposal systems (septic tanks), as more particularly described on Exhibits "A-1" and "A-2" attached hereto and incorporated by reference (the "Properties"); and,

WHEREAS, the Properties are located within BSU's wastewater service territory pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida, City of Bonita Springs Ordinance No. 02-14, as amended (hereinafter "Franchise Agreement"); and,

WHEREAS, BSU and City desire that BSU extend central wastewater treatment service to the Properties using the grant funding to reduce the cost to the residents, all according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged between the Parties, BSU and City hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. (a) BSU, agrees to competitively procure a contractor following its "Standard Purchasing Procedure for Goods and General Services," including public advertisement, to construct two wastewater collection systems comprised of gravity sewer pipes, lift stations, service laterals and related appurtenances in order to serve the Properties, in accordance with the terms and conditions stated herein.

(b) The Sun Village collection system will be constructed in substantial compliance with the plans dated 1/9/2023 prepared by Johnson Engineering, Inc. as more particularly

BSC-23-02-044

described on Exhibit "B-1" attached hereto and incorporated herein by reference (hereinafter "Area 1 Utility Work").

(c) The Lakes of San Souci collection system will be constructed in substantial compliance with the plans dated 1/5/2023 prepared by Banks Engineering as more particularly described on Exhibit "B-2" attached hereto and incorporated herein by reference (hereinafter "Area 2 Utility Work") (Area 1 and Area 2 Utility Work jointly referred to as the "Utility Work").

(d) The estimated cost for constructing the Utility Work is set forth on Exhibit "C" attached hereto (hereinafter the "Cost Estimate").

3. The FDEP Grant Funds require a one-to-one match. The City and BSU shall together contribute a total sum of Two Million Fifty Thousand Dollars (\$2,050,000) of the Grant Funds for the Area 1 Utility Work and Nine Hundred Fifty Thousand Dollars (\$950,000) of the Grant Funds for the Area 2 to be shared one-half each in the manner set forth below.

4. The City will be responsible for application and payment of the Grant Funds from FDEP and include the Grant Funds portion in its payment to BSU as Utility Work is completed. Based on the Cost Estimate, including the Grant Funds, the City shall pay BSU the sum of Three Million Seventy-Five Thousand (\$3,075,00) for the Area 1 Utility Work and the sum of One Million Four Hundred Twenty-Five Thousand (\$1,425,000) for the Area 2 Utility Work ("City Contribution"). Inclusive of the Grant Funds, the City Contribution comprises seventy five percent (75%) of the Cost Estimate. The remaining twenty five percent (25%) shall be paid for by BSU, subject to reimbursement through a special service charge to be paid by the customers receiving service at the Properties.

5. BSU shall begin the Utility Work and shall cause the Utility Work to be performed in accordance with the Franchise Agreement, within a reasonable time following the effective date of this Agreement; provided that, the conditions precedent itemized in Section Seven hereof have been met. BSU will incorporate a final completion date for the Utility Work in the procurement documents of April 30, 2026, in order to comply with the Grant Funds timeline conditions.

6. BSU shall periodically, but no more than monthly, submit applications to the City for reimbursement of amounts paid by BSU for the Utility Work. The applications shall certify the nature of the work performed, itemize a summary of the materials, labor or services, itemize the costs or charges for such work, and include proof of payment. Upon request of City, BSU will coordinate review of BSU contractor invoices with City prior to release of payment by the City. Within thirty (30) days of BSU's provision of the required documentation, City will reimburse BSU for the Utility Work.

7. In the event the bid and/or final accounting of the Utility Work is greater than the Cost Estimate ("Additional Cost") then BSU and the City will each share and pay one-half (1/2) of the Additional Cost under the same procedure as prescribed above.

8. BSU's obligation to commence and perform the Utility Work contemplated by this Agreement are subject to fulfillment, on or before the Utility Work commencement date, of each of the following conditions or the written waiver thereof by BSU:

- (1) The actual bids for the Utility Work do not exceed 110% of the Cost Estimate.
- (2) The City final approval of an amendment to BSU's Wastewater Tariff establishing an anticipated special service charge* for the Properties outlined in Exhibit D-1 and Exhibit D-2
*Final special service charge will consider actual cost at construction completion
- (3) Acquisition of required construction permits;
- (4) Commitment by the State of Florida of the Grant Funds; and
- (5) City budgeting of the City Contribution;
- (6) BSU budgeting of the BSU Contribution.

9. BSU shall be responsible to apply for all permits, fees, licenses, and inspections required by government agencies for the Utility Work.

10. Service to the Properties by BSU shall be in accordance with and subject to BSU's Franchise Agreement, Tariffs, Rules and Regulations, Aid to New Construction Fees and other charges and rate schedules, as amended from time to time.

11. In the event the FDEP, does not timely and finally issue a commitment to the total amount of the Grant Funds, or in any way rescinds, revokes, or reverses it's commitment of the Grant Funds, BSU shall have no obligation to in any way fund the FDEP's Grant Funds portion of the Utility Work or proceed with the Utility Work without assurance satisfactory to BSU that said portion of the FDEP's Grant Fund will be fully and timely paid by City or a satisfactory alternate funding source. Should alternate funding not be available from the City, or other alternate source, City or BSU may elect to terminate this Agreement upon written notice not later than fifteen (15) days after either City or BSU is informed of FDEP's determination not to fully fund or to rescind, revoke or reverse the commitment for FDEP's share of the Utility Work.

12. In the event that City or BSU materially breaches any provision of this Agreement, and such breach is not cured within sixty (60) days following receipt of written notice from the non-breaching party, then in addition to any other remedies available under law, the non-breaching party may terminate this Agreement, provided that BSU shall be entitled to reimbursement of expenditures for work performed under this agreement

13. Neither party shall be liable to the other for any failure to perform or any delay in performance under this Agreement to the extent such performance is prevented by any force

majeure including, but not limited to, an act of God, war, riots, natural catastrophe, pandemic or similar disaster,.

14. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. No amendment shall be valid unless in writing and fully executed by both parties.

15. This Agreement shall be governed by the laws of the State of Florida, and the venue of any legal proceedings shall lie exclusively in Lee County, Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

16. All notices that are required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered: (a) when delivered by personal delivery, (b) five (5) business days after having been deposited in the U.S. mail certified or registered, return receipt requested, with sufficient postage affixed, and with return receipt executed, (c) one (1) business day after having been accepted for delivery by a nationally-recognized overnight courier service (including, but not limited to, U.S. Express Mail, Federal Express or United Parcel Service) or (d) when sent by telephone facsimile or e-mail transmission, provided the original copy of the transmission shall be mailed by regular mail. All notices shall be addressed to the party to whom such notice is intended to be given at the address set forth below. Any party may change its address for the purpose of notice by delivering notice of such address change to the other party in accordance with this Section.

If to City:

Arleen Hunter, City Manager
City of Bonita Springs, FL
9101 Bonita Beach Road
Bonita Springs, FL 34135
E-mail: Arleen.Hunter@cityofbonitasprings.org

With a copy to:

Derek P. Rooney, City Attorney
City of Bonita Springs, FL
9101 Bonita Beach Road
Bonita Springs, FL 34135
E-mail: Derek.Rooney@gray-robinson.com

If to BSU:

John Jenkins, Executive Director
Bonita Springs Utilities, Inc.
11900 East Terry Street
Bonita Springs, Florida 34135
E-mail: JJenkins@bsu.us

With a copy to:

G. Donald Thomson, Esq.
Henderson, Franklin, Starnes & Holt, PA
3451 Bonita Bay Boulevard; Ste. 206
Bonita Springs, FL 34134
Email: Donald.Thomson@henlaw.com

17. Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and none of the Parties to this Agreement shall be construed under this Agreement as being partners or joint ventures for any purpose. Nothing contained in this Agreement shall be construed or interpreted to mean BSU is an Agent of the City or vice versa.

18. In the event any litigation arises in connection with this Agreement, the prevailing party or Parties in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

19. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both Parties hereto have fully participated in the preparation of this Agreement.

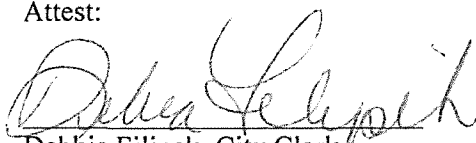
20. The failure of any of the Parties to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties hereof may be exercised from time to time and as often as may be deemed expedient by those Parties.

21. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

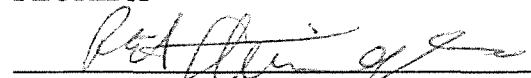
22. This Agreement may be executed in a number of multiple identical counterparts which, when taken together, shall constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

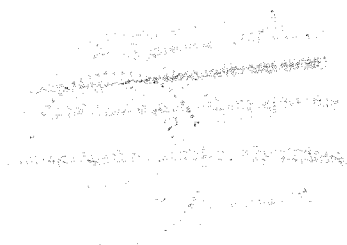
Attest:

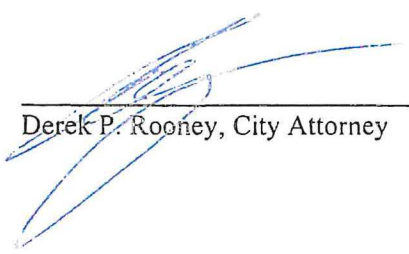

Debbie Filipek, City Clerk

**CITY OF BONITA SPRINGS,
FLORIDA**


Rick Steinmeyer, Mayor

APPROVED AS TO FORM:





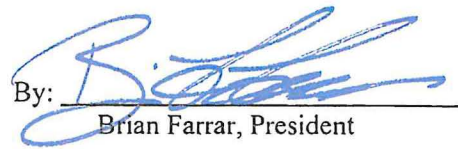
Derek P. Rooney, City Attorney

Attest:



Paul Attwood, Secretary

BONITA SPRINGS UTILITIES, INC.

By: 

Brian Farrar, President

EXHIBIT A-1
SUN VILLAGE PROJECT PROPERTY

LOTS AS DESCRIBED WITHIN THE UNRECORDED MAP OF SUN VILLAGE ESTATES
PER OFFICIAL RECORDS BOOK 48, PAGE 250, PUBLIC RECORDS OF LEE COUNTY,
FLORIDA.

AND

PROPERTY AT 12051 SUNCREST LANE DESCRIBED AS THE SOUTHWEST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 47 SOUTH,
RANGE 26 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 25 FEET
THEREOF, AND ALSO LESS AND EXCEPT THAT CERTAIN PARCEL DESCRIBED IN
OFFICIAL RECORDS BOOK 1168, PAGE 1712 OF THE PUBLIC RECORDS OF LEE
COUNTY, FLORIDA.

AND

PROPERTY AT 12101 SUNCREST LANE DESCRIBED AS THE WEST $\frac{1}{2}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30,
TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. SUBJECT TO AN
EASEMENT FOR ROAD AND UTILITIES ALONG THE NORTH 30 FEET THEROF AND
ALSO SUBJECT TO AN EASEMENT FOR DRAINAGE ALONG THE SOUTH 30 FEET
THEREOF. ALSO LESS AND EXCEPT THE SOUTH 60 FEET THEREOF.

AND

PROPERTY AT 26450 MORTON AVE DESCRIBED AS THE EAST $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 47 SOUTH,
RANGE 26 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING
PARCELS:
THAT CERTAIN PARCEL CONVEYED TO STATE OF FLORIDA AS SHOWN IN DEED
RECORDED IN OFFICIAL RECORD BOOK 1152, PAGE 1057, AND
THE EAST 30 FEET THEREOF AS DESCRIBED IN OFFICIAL RECORD BOOK 1176,
PAGE 317 AND OFFICIAL RECORD BOOK 1695, PAGE 4652, AND
THE NORTH 150 FEET THEREOF AS DESCRIBED IN OFFICIAL RECORD BOOK 1295,
PAGE 1754, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT A-2
LAKES OF SAN SOUCI PROJECT PROPERTY

LOTS AS DESCRIBED WITHIN THE PLATTED SUBDIVISION OF LAKES OF SANS
SOUCI PER PLAT BOOK 36 PAGE 74-77, PUBLIC RECORDS OF LEE COUNTY,
FLORIDA.

AND
PROPERTY AT 27061 RUE DE PAIX, DESCRIBED AS THE WEST 330 FEET OF THE
SOUTH 330 FEET OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 31
TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FL, LESS RIGHT-OF-WAY.

AND
PROPERTY AT 12350 E TERRY STREET DESCRIBED AS THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF
THE NW $\frac{1}{4}$ OF SECTION 31 TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY,
FLORIDA, LESS THE WEST 330 FEET OF THE SOUTH 330 FEET THEREOF,
DESCRIBED AS PARCEL B IN INSTRUMENT 2020000181787, PUBLIC RECORDS OF
LEE COUNTY, FLORIDA.

EXHIBIT B-1
AREA 1 UTILITY WORK PLANS AND SPECIFICATIONS

EXHIBIT B-2
AREA 2 UTILITY WORK PLANS AND SPECIFICATIONS



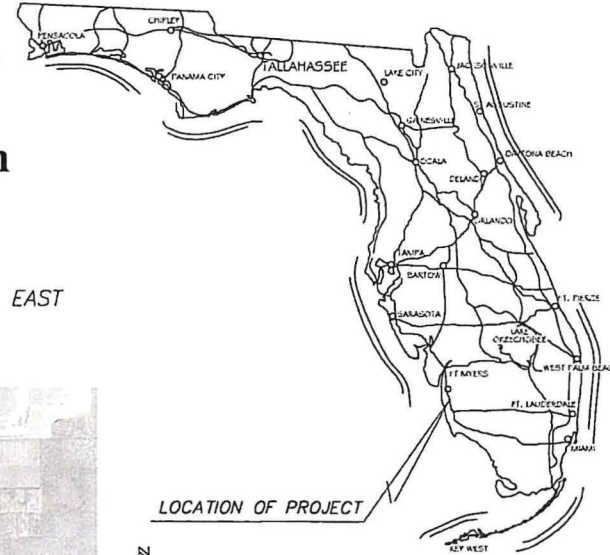
90% Construction Plans Sun Village Estates Gravity Sewer Expansion

FOR
Bonita Springs Utilities
LOCATED IN
SECTIONS 30 TOWNSHIP 47 SOUTH, RANGE 26 EAST
Lee County, Florida
January 9, 2023

Sheet List Table	
Sheet Number	Sheet Title
01	Cover
02	Notes & Legends
03	Key Map
Suncrest Lane	
04	Station 0+00 to 5+50
Sunset Strip	
05	Station 0+00 to 3+50
06	Station 3+50 to 7+50
Melrose Avenue	
07	Station 0+00 to 4+50
08	Station 4+50 to 9+00
Malden Lane	
09	Station 0+00 to 4+50
10	Station 4+50 to 9+00
Chaparel Avenue	
11	Station 0+00 to 3+00
Lincoln Avenue	
12	Station 0+00 to 5+60
13	Station 5+60 to 11+10
14	Station 11+10 to 16+80
Saville Road	
15	Station 0+00 to 5+60
16	Station 5+60 to 11+10
17	Station 11+10 to 16+80
Morton Avenue	
18	Station 0+00 to 5+30
19	Station 5+30 to 11+00
20	Station 11+00 to 16+70
21	Station 16+70 to 22+40
22	Station 22+40 to 26+00
Lift Station	
23	Connection
Restoration Plan	
24	1 of 2
25	2 of 2
BSU Details	
D-1	Water Main Details
D-2	Combination Water-Wastewater Details
D-3	Wastewater Details
D-4	Pump Station Details



LOCATION MAP
N.T.S.



90% Construction Plans

DESIGN CONSULTANT

JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0048
FAX (239) 334-3661
E.S. #642 & L.B. #642

TRAFFIC CONTROL SHALL COMPLY WITH
THE FEDERAL MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES (MUTCD) AND
FDOT DESIGN STANDARDS 600 SERIES

For Information Regarding This
Project, Contact:
Michael Scott Dickey, PE

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

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2122 JOHNSON STREET
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E.S. #642 & L.B. #642

Bonita Springs
Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

NO.	REVISIONS	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 20-47-24
SCALE: AS SHOWN

90% Construction
Plans
Cover

SHEET NUMBER

01



NOTICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE YOU DIG
CALL SUNSHINE 1-800-432-4770

STATE, COUNTIES & CITIES ARE "NOT"
PART OF THE ONE CALL SYSTEM.
THEY MUST BE CALLED INDIVIDUALLY.

STATE OF FLORIDA DOT
ALL INTERSTATE HIGHWAY-OF-WAY
ROADWAY LIGHTING
7-DAY NOTICE REQUIRED
238-856-7811
239-456-7742 FAX

ABBREVIATIONS

ABO	=	Abandoned
AE	=	Access Easement
ALT	=	Alternate
ARV	=	Air Release Valve
ASPH	=	Asphalt
BLOC	=	Building
BTM	=	Bottom
CATV	=	Cable Television
CB	=	Catch Basin
CMP	=	Corrugated Metal Pipe
CO	=	Cleanout
DE	=	Drainage Easement
DIP	=	Ductile Iron Pipe
DR	=	Dimensional Ratio
EOP	=	Edge of Pavement
EX	=	Existing
FE	=	Flared End Section
FH	=	Fire Hydrant
FLG	=	Flanged
FM	=	Force Main
GV	=	Gate Valve
HDPE	=	High Density Poly Ethylene
INV	=	Invert
IRR	=	Irrigation
MH	=	Manhole
ME	=	Mitered End Section
MJ	=	Mechanical Joint
OC	=	On Center
PAVT	=	Pavement
PKWT	=	Parloway
PS	=	Pump Station
PV	=	Plug Valve
PVC	=	Polyvinyl Chloride
RCWM	=	Reclaimed Water Main
RD	=	Road
REQ	=	Required
ROW	=	Right-of-way
SAN	=	Sanitary
SD	=	Storm Drain
SPEC	=	Specification
SS	=	Sanitary Sewer
ST	=	Street
STA	=	Station
STD	=	Standard
STM	=	Storm
TCL	=	Telephone
TYP	=	Typical
UE	=	Utility Easement
WM	=	Water Main

LEGEND

EX XX" FM	=	EXISTING FORCE MAIN & PIPE SIZE
EX XX" WM	=	EXISTING POTABLE WATER MAIN & SIZE
EX XX" SS	=	EXISTING SANITARY SEWER MAIN & SIZE
EX XX" RCWM	=	EXISTING RECLAIMED WATER MAIN & SIZE
	=	EX GATE VALVE
	=	EXISTING WATER METER
	=	PROPOSED GATE VALVE
	=	PROPOSED AUTOMATIC AIR RELEASE VALVE
	=	PROPOSED FIRE HYDRANT ASSEMBLY
	=	PROPOSED REDUCER
	=	PROPOSED UTILITY ROLLDOWN

GENERAL NOTES:

- ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
- HORIZONTAL DATA IS BASED ON STATE PLANE COORDINATES FOR THE WEST ZONE OF FLORIDA.
- THE MINIMUM COVER FOR ALL PROPOSED UTILITIES SHALL BE 30" UNLESS OTHERWISE INDICATED ON THE CONSTRUCTION PLANS.
- CONTRACTOR SHALL NOT EXCEED 75% OF THE MANUFACTURERS RECOMMENDED MAXIMUM DEFLECTION WHEN DEFLECTING PIPE AT JOINTS. ENGINEER WILL DETERMINE MAXIMUM DEFLECTION AFTER PIPE MANUFACTURER IS SELECTED.
- THE CONTRACTOR SHALL KEEP A RECORD OF ALL CHANGES AND MAINTAIN AN AS-BUILT PLAN. PRIOR TO FINAL ACCEPTANCE, THIS PLAN WILL BE FURNISHED TO THE ENGINEER. THE CONTRACTOR SHALL ALSO FURNISH THE ENGINEER WITH A STATEMENT THAT THE AS-BUILT PLAN REPRESENTS ALL CHANGES MADE AND THAT THE AS-BUILT PLAN REPRESENTS ALL CHANGES MADE AND THAT THE LOCATION OF WATER LINES SHOWN ARE WITHIN 2'.
- CONTRACTOR TO MAINTAIN EXISTING TRAFFIC/ACCESS, EXISTING DRAINAGE & EXISTING UTILITIES DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (JTS, FPL, WATER, CABLE AT&T, SANITARY SEWER, IRRIGATION, FORCE MAIN & ANY OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AS REQUIRED, IF NECESSARY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT AREA. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX 600 SERIES.
- THE CONTRACTOR SHALL COMPLY WITH BONITA SPRINGS UTILITIES SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY RESIDENCES AND BUSINESSES AT LEAST 48 HOURS IN ADVANCE OF ANY DISRUPTION IN SERVICE, INCLUDING DRIVEWAY CUTS.
- ALL FITTINGS AND PIPE SHALL BE RESTRAINED PER BSU DETAILS.
- CONTRACTOR TO MAINTAIN SIDEWALK ACCESSIBILITY AT ALL TIMES.
- ALL VALVES SHALL BE RESTRAINED AS DEAD ENDS.

JOHNSON ENGINEERING

2122 JEFFERSON STREET
P.O. BOX 1010
FORT MYERS, FLORIDA 33902-1010
PHONE: (813) 334-0000
FAX: (813) 334-0001
E.O. 11246 & L.B. 1042

MOORE, SCOTT, PROJECT
IN CHARGE



Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South Range 26 East
Lee County, Florida

REVISIONS

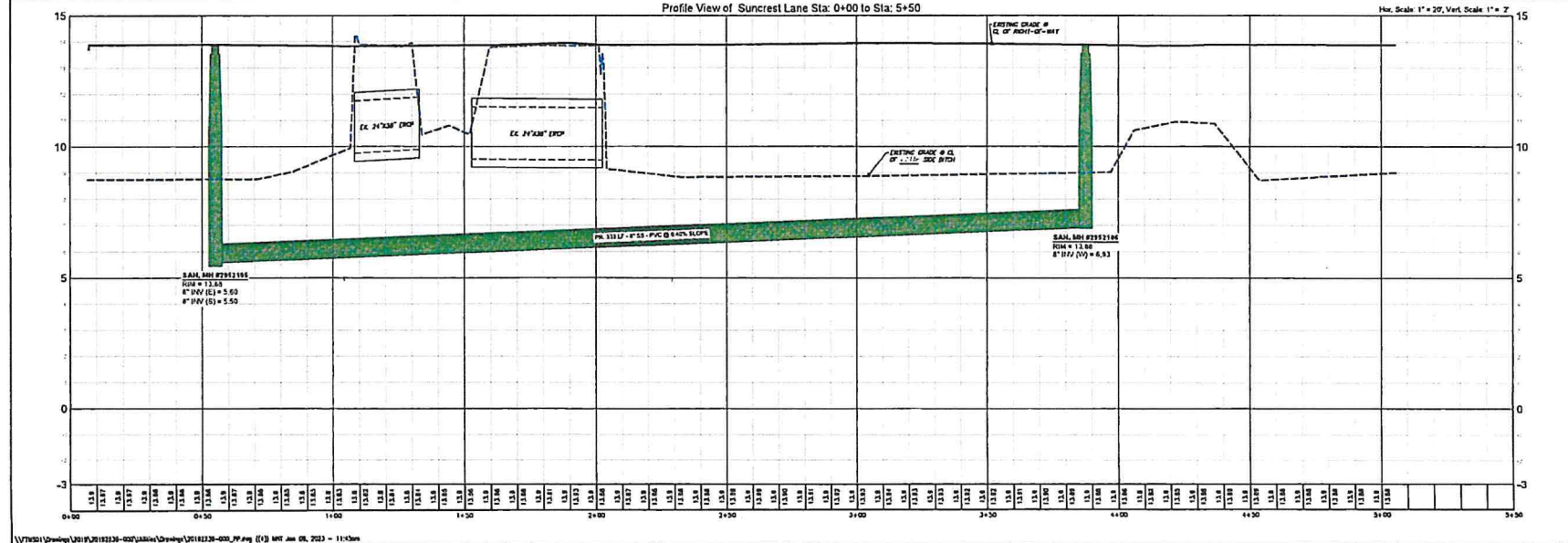
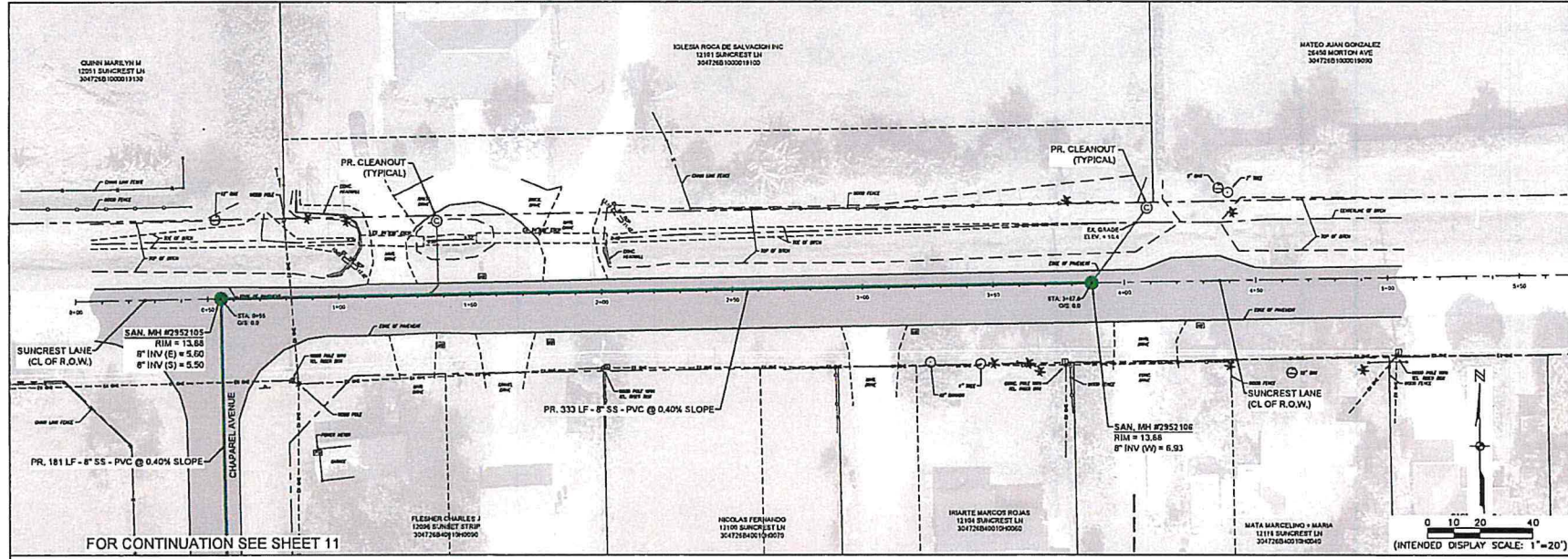
NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192233-001
FILE NO. 30-47-26
SCALE: AS SHOWN

95% Construction Plans
Notes & Legends

SHEET NUMBER

02



JOHNSON ENGINEERING INC.
3103 JOHNSON STREET
P.O. BOX 1100
FORT MYERS, FLORIDA 33902-1100
PHONE: (239) 334-0044
FAX: (239) 334-0044
E.S. 9042 & L.B. 9042

Bonita Springs Utilities, Inc.

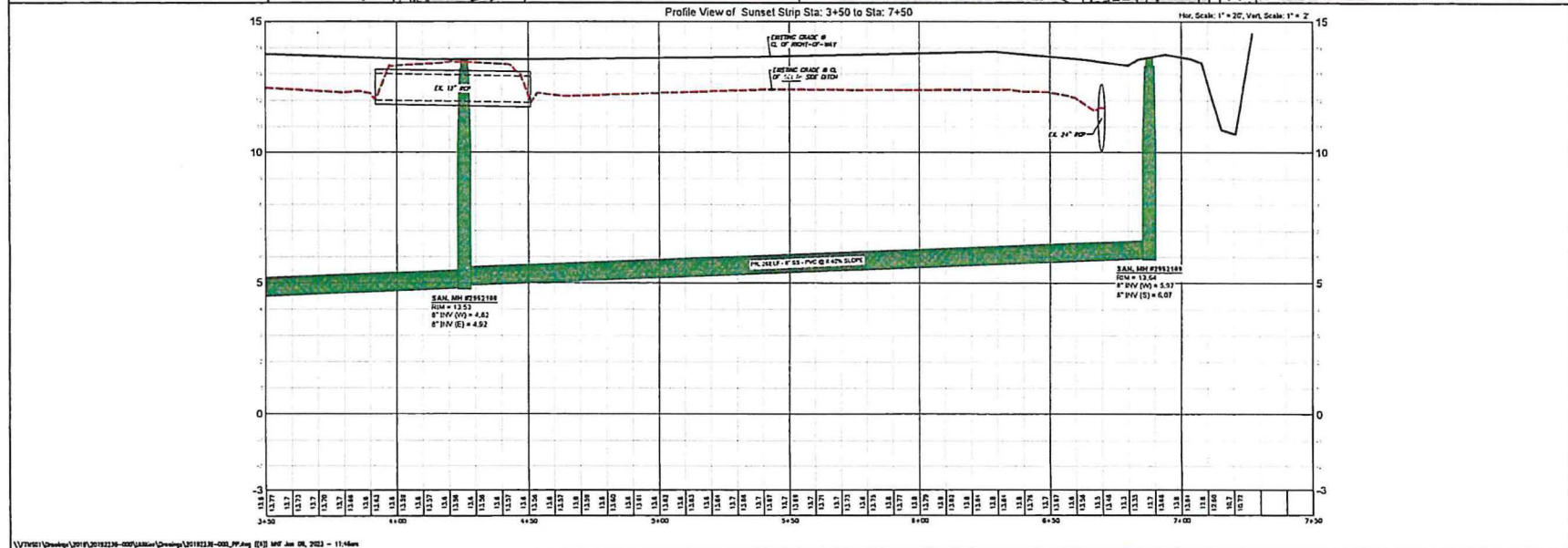
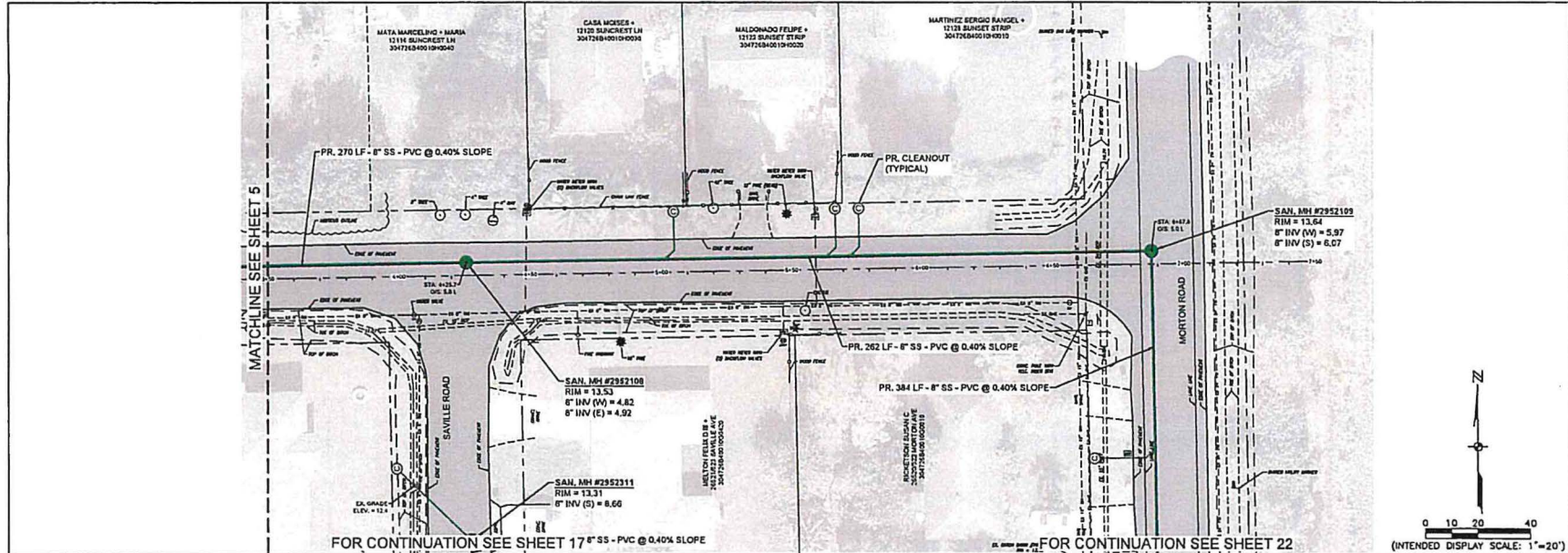
Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

NO.	REVISIONS	DATE

DATE: JANUARY 9, 2023
PROJECT NO.: 20192239-000
FILE NO.: 30-47-26
SCALE: AS SHOWN

90% Construction
Plans
Suncrest Lane
Plan & Profile
Station 0+00 to 5+50

SHEET NUMBER
04



JOHNSON ENGINEERING, P.C.
3120 JOHNSON STREET
FORT MYERS, FLORIDA 33903-1553
PHONE: (239) 334-0941
FAX: (239) 334-0941
E.B.#42 L.B.#42

Bonita Springs Utilities, Inc.

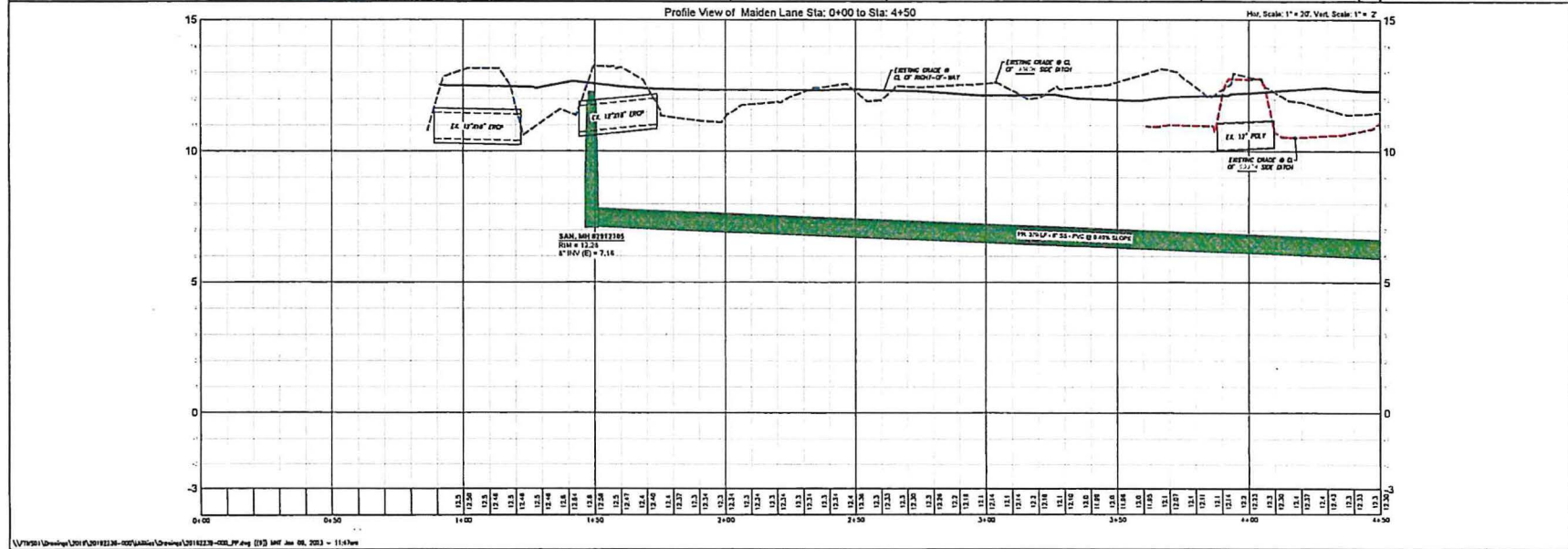
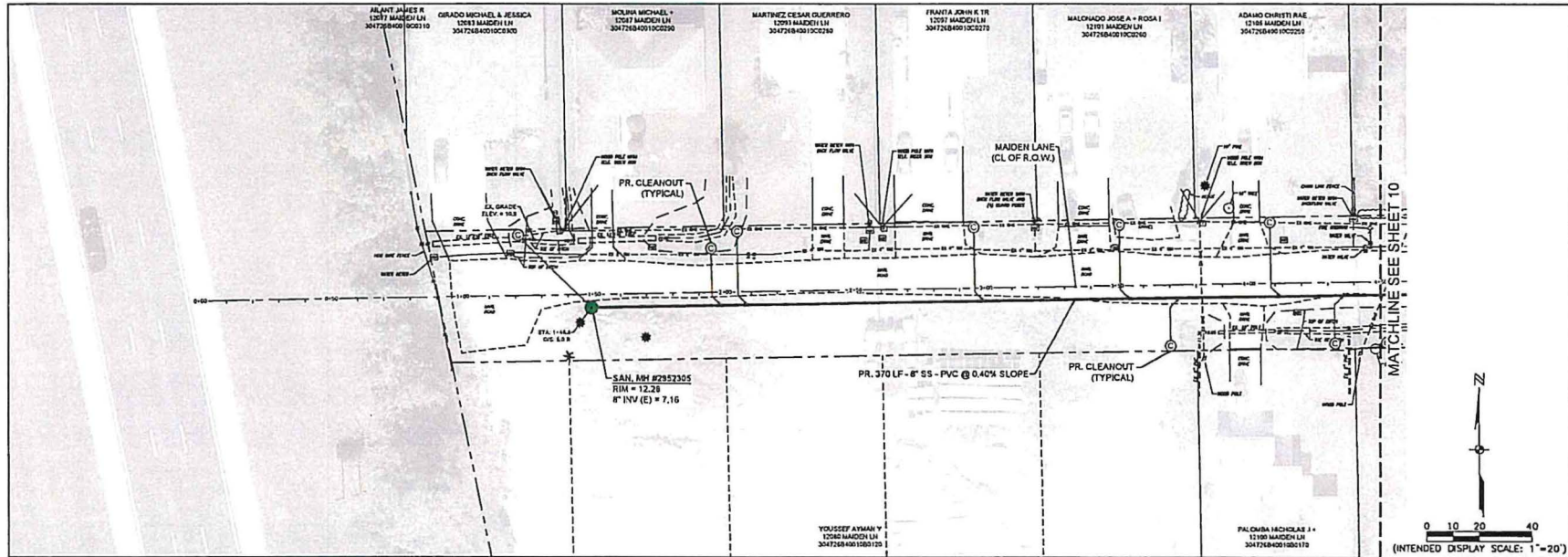
Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction
Plans
Sunset Strip
Plan & Profile
Station 3+50 to 7+50

SHEET NUMBER
06



JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2112 JONHSON STREET
P.O. BOX 11552
FORT MYERS, FLORIDA 33903-1152
PHONE: (239) 334-0041
FAX: (239) 334-0041
E.S. #012 E.L.B. #012

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Section 30 Township 47 South, Range 26 East
Lee County, Florida

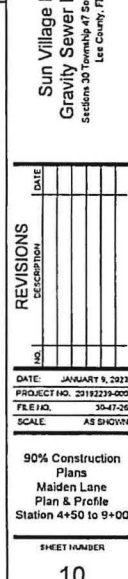
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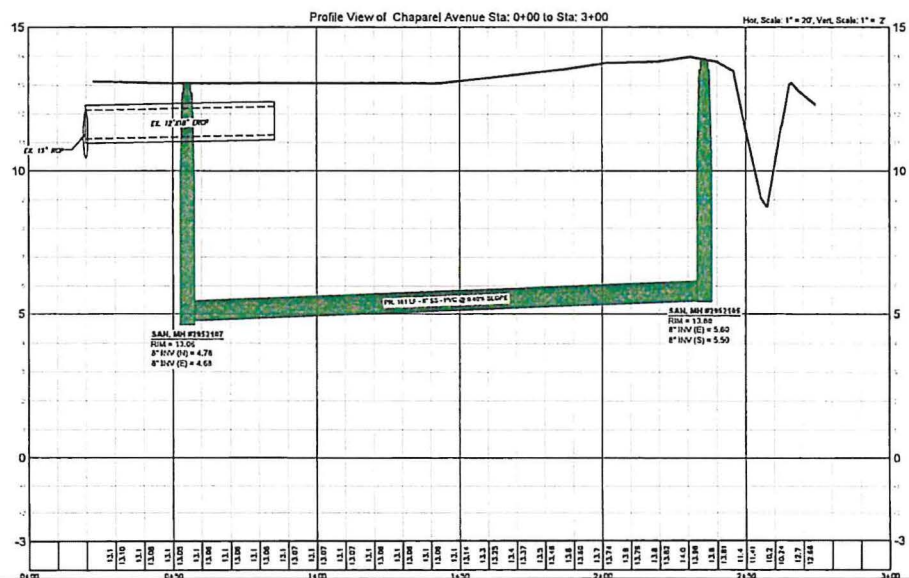
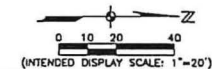
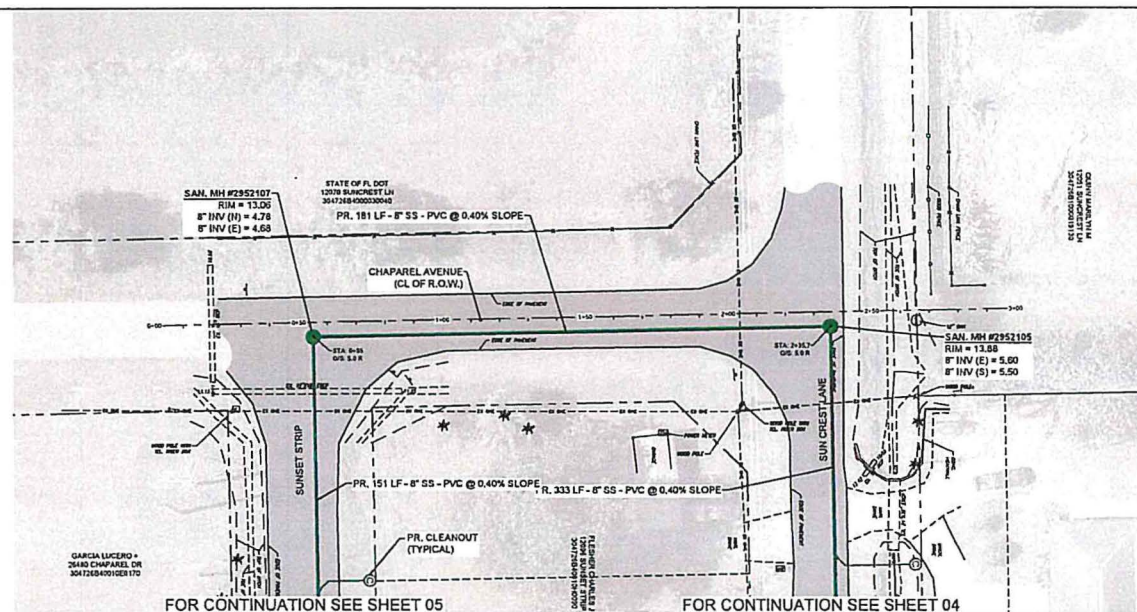
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PROJECT NO. 20192235-000
FILE NO. 38-47-26
SCALE: AS SHOWN

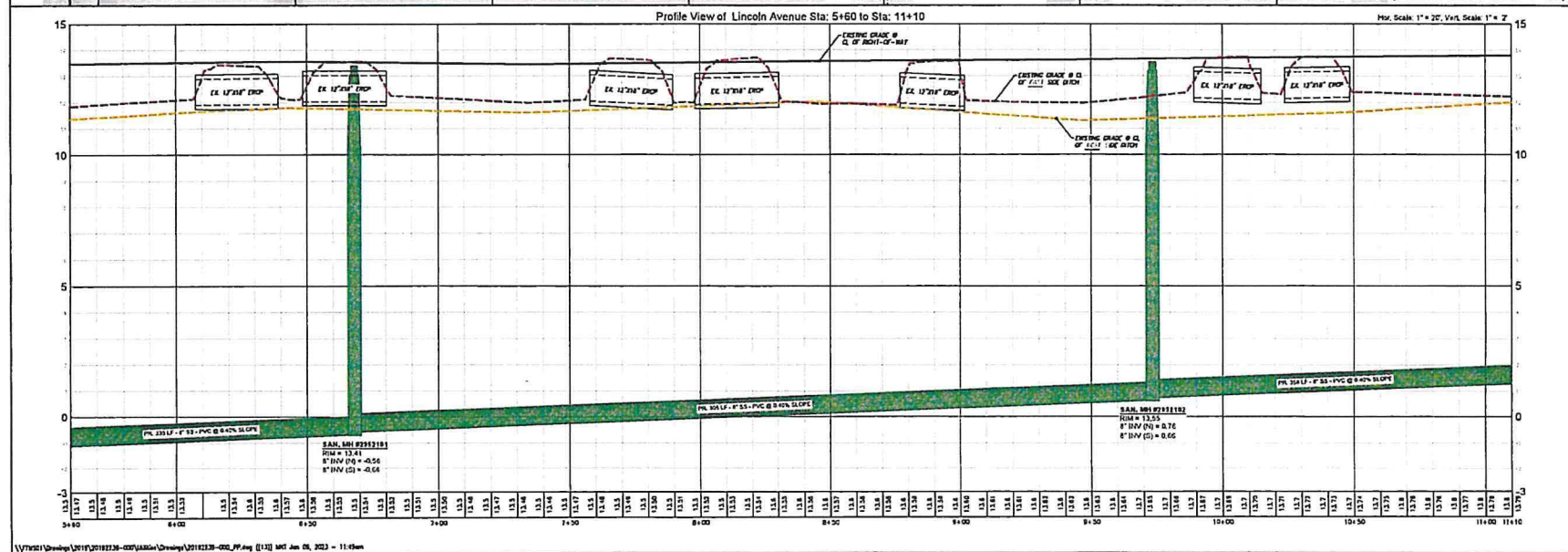
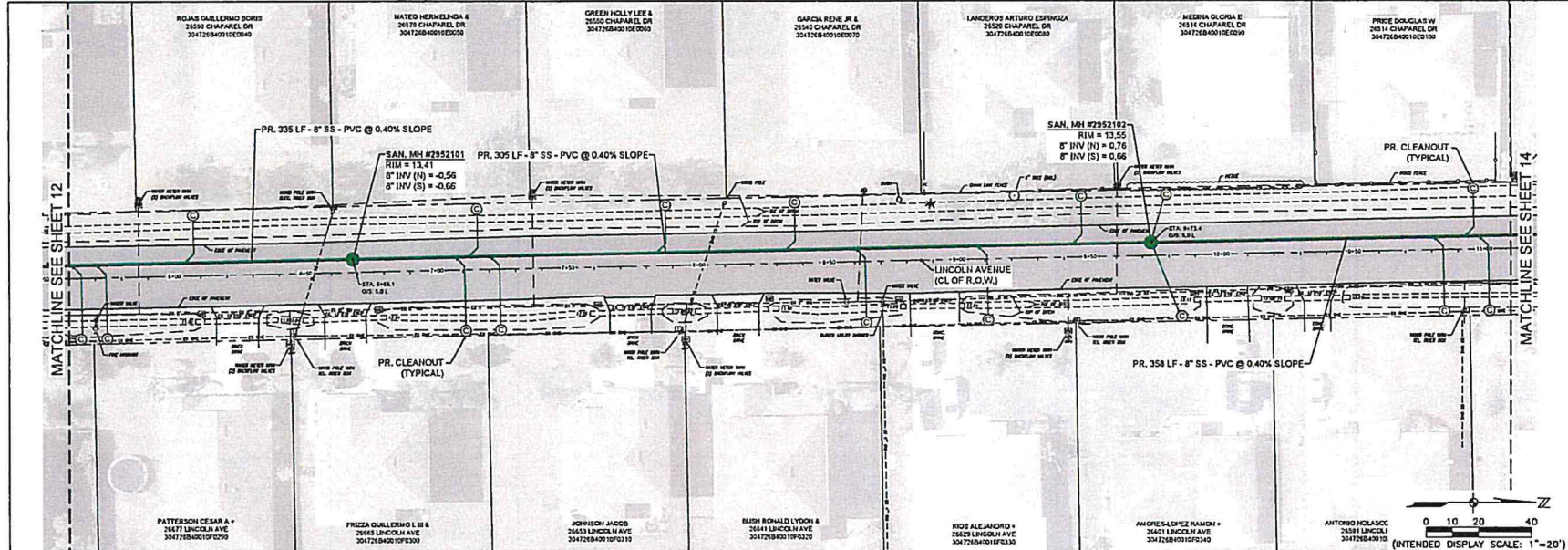
90% Construction
Plans
Maiden Lane
Plan & Profile
Station 0+00 to 4+50

SHEET NUMBER

09



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JOHNSON ENGINEERING
 3155 JOHNSON STREET
 FORT MYERS, FLORIDA 33908-1550
 PHONE: (239) 334-0044
 FAX: (239) 334-3861
 E.A. #442 & L.B. #462

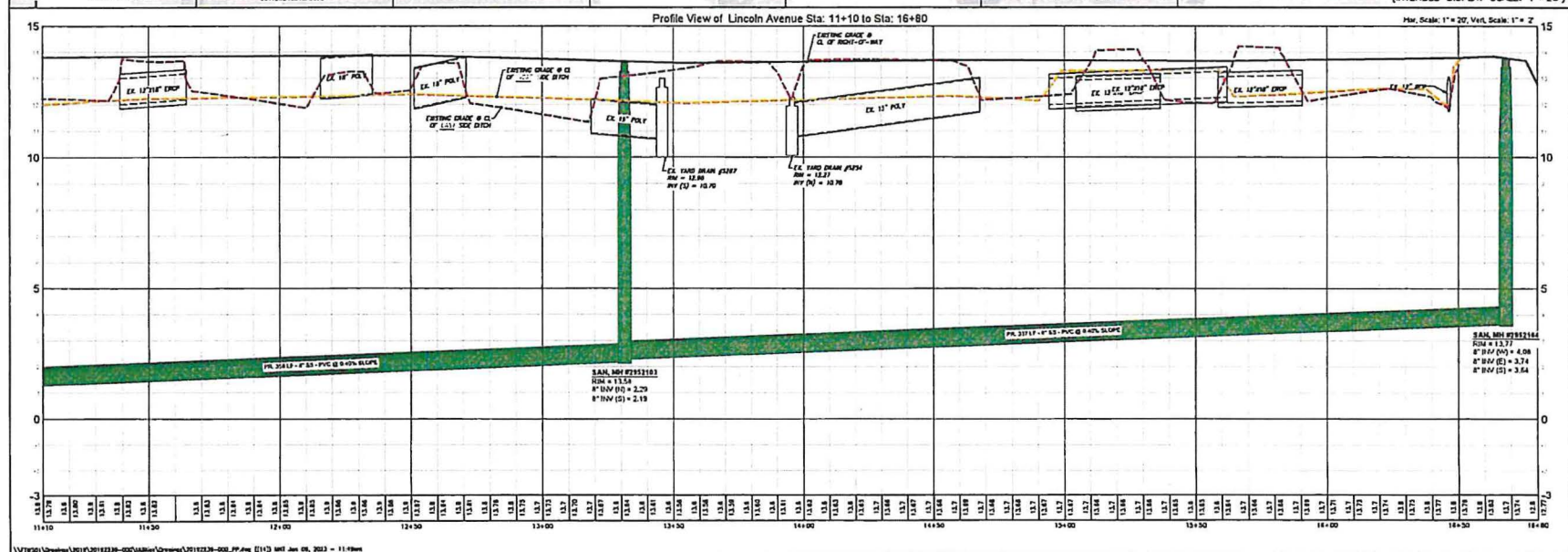
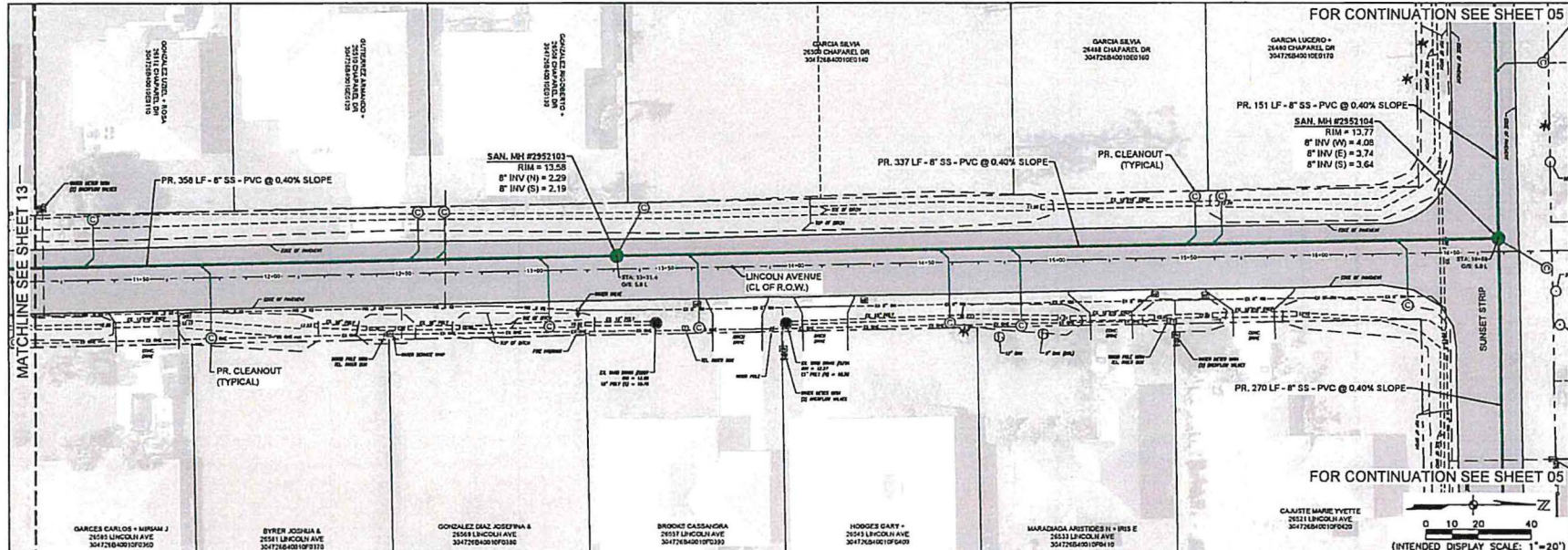
Bonita Springs Utilities, Inc.

Sun Village Estates Gravity Sewer Expansion
 Sections 30 Township 47 South, Range 26 East
 Lee County, Florida

NO.	DATE	DESCRIPTION
1	JANUARY 9, 2021	PROJECT NO. 20192239-000
2	504-7-28	FILE NO.
3	AS SHOWN	SCALE

90% Construction Plans
 Lincoln Avenue
 Plan & Profile
 Station 5+60 to 11+10

SHEET NUMBER
 13



JOHNSON ENGINEERING
JOHNSON ENGINEERING, P.C.
 3125 JORDAN STREET
 FORT MYERS, FLORIDA 33903-1533
 PHONE: (239) 334-0941
 FAX: (239) 334-3461
 E.B. JOHNSON & L.A. JOHNSON

Bonita Springs Utilities, Inc.

Sun Village Estates
 Gravity Sewer Expansion
 Section 30 Township 47 South, Range 28 East
 Lee County, Florida

NO.	REVISIONS	DATE

DATE: JANUARY 9, 2023

PROJECT NO. 201902273-000

FILE NO. 30-47-28

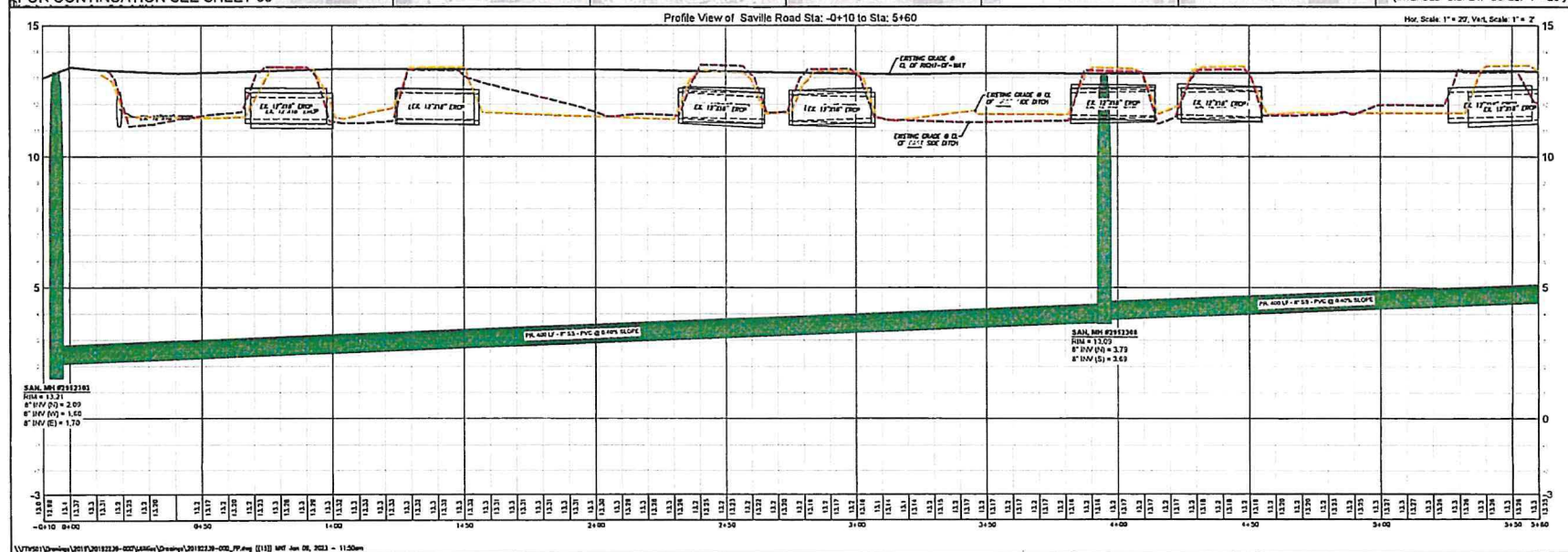
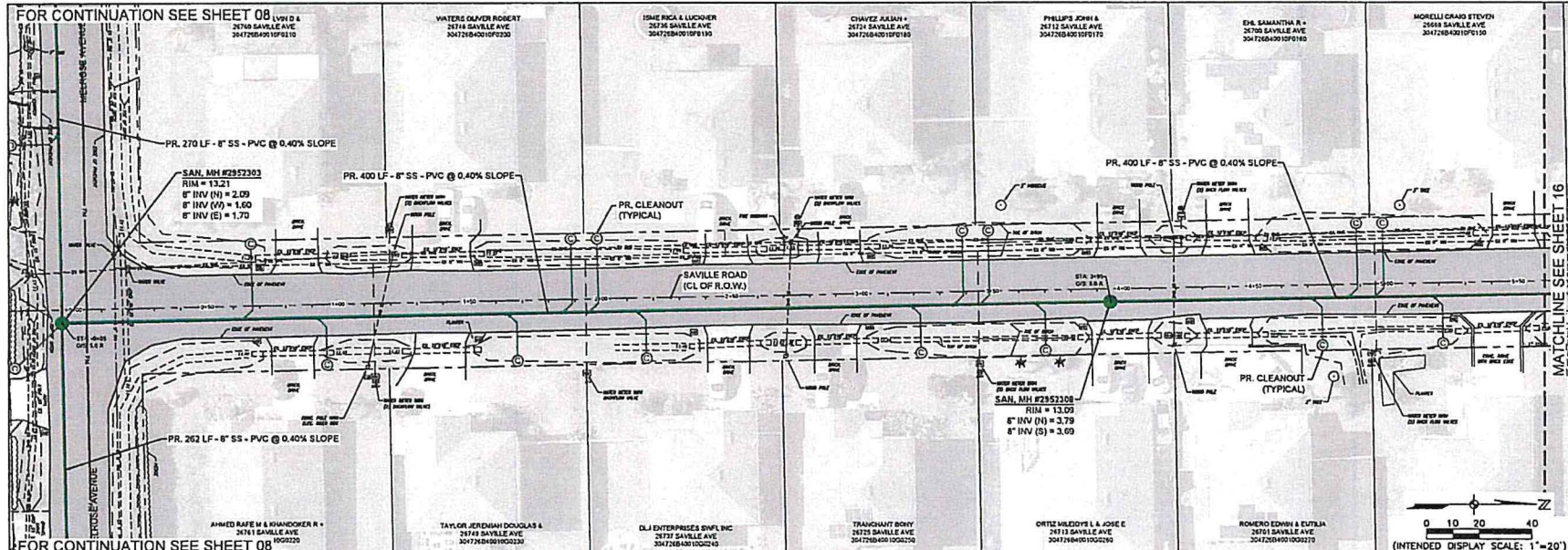
SCALE: AS SHOWN

90% Construction
 Plans
 Lincoln Avenue
 Plan & Profile
 Station 11+10 to
 16+80

SHEET NUMBER

14

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**JOHNSON
ENGINEERING**
JOHNSON ENGINEERING, P.C.
3120 JONATHAN STREET
FORT MYERS, FLORIDA 33903-1130
PHONE: (239) 334-0044
FAX: (239) 334-3441
E.B. #042 & L.B. #042

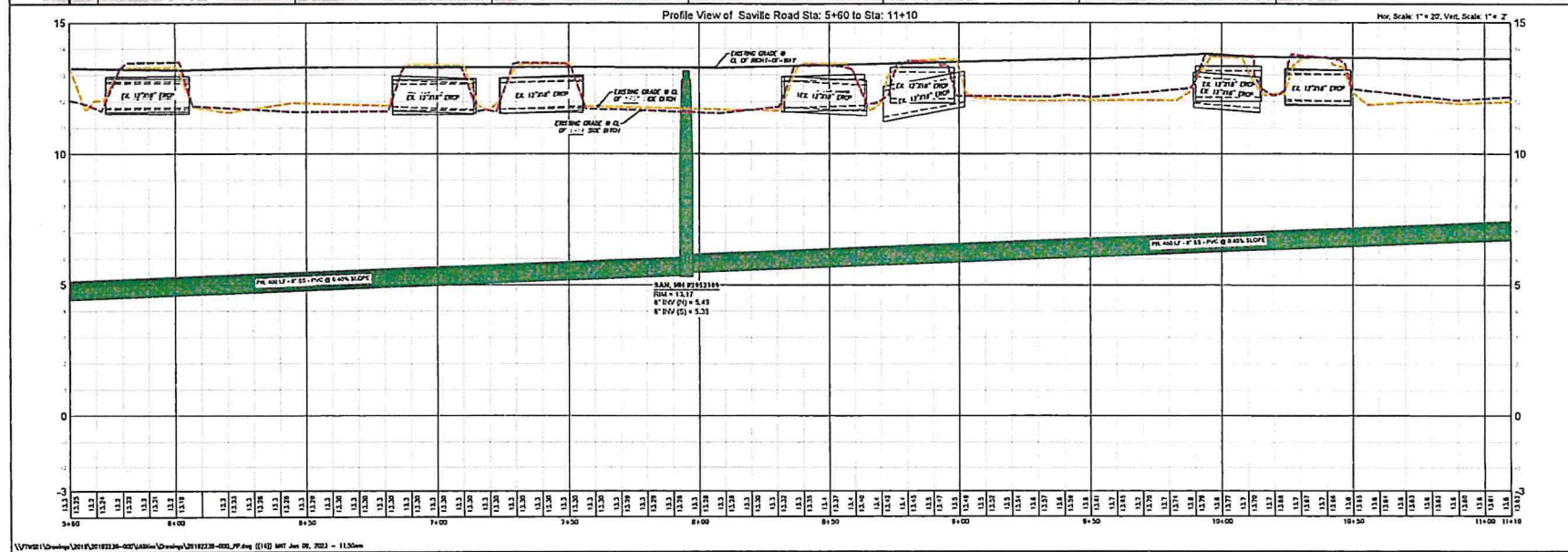
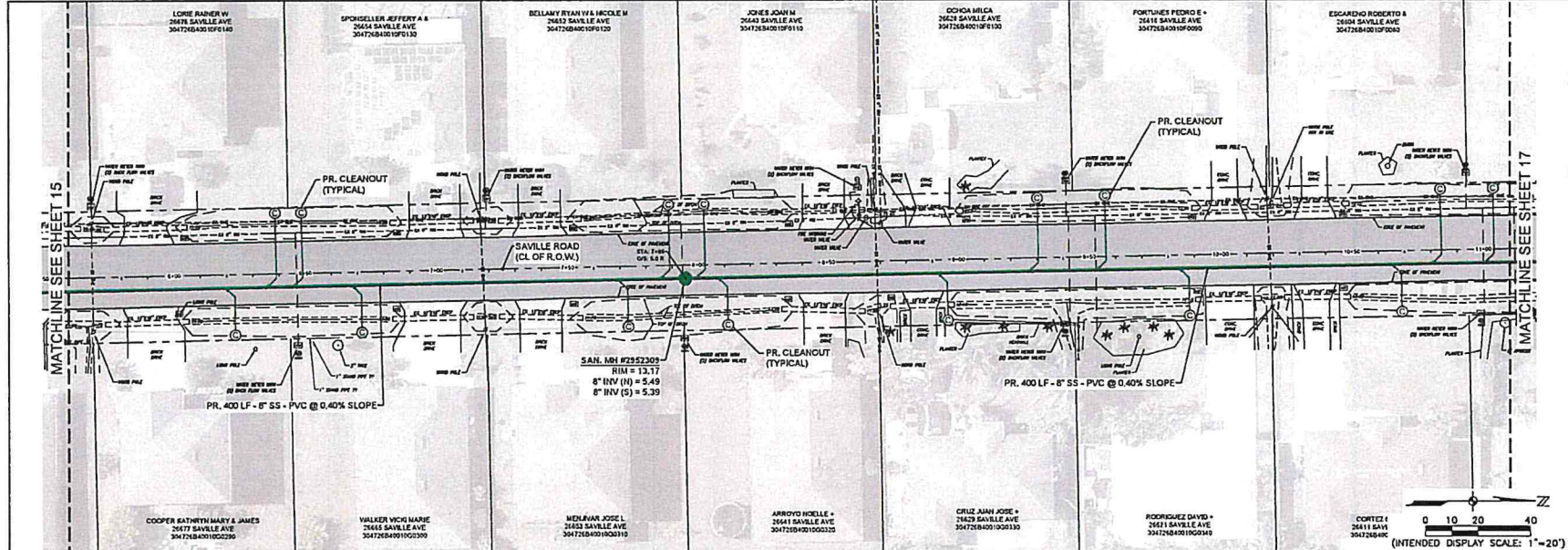
**Bonita Springs
Utilities, Inc.**

**Sun Village Estates
Gravity Sewer Expansion**
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

NO.	REVISIONS	DATE

90% Construction
Plans
Saville Road
Plan & Profile
Station 0+00 to 5+60

SHEET NUMBER
15



JOHNSON ENGINEERING, INC.
2112 JOHNSON STREET
P.O. BOX 1540
FORT MYERS, FLORIDA 33901-1540
PHONE: (336) 334-0044
FAX: (336) 334-3461
E.R. #412 & L.B. #412

Bonita Springs Utilities, Inc.

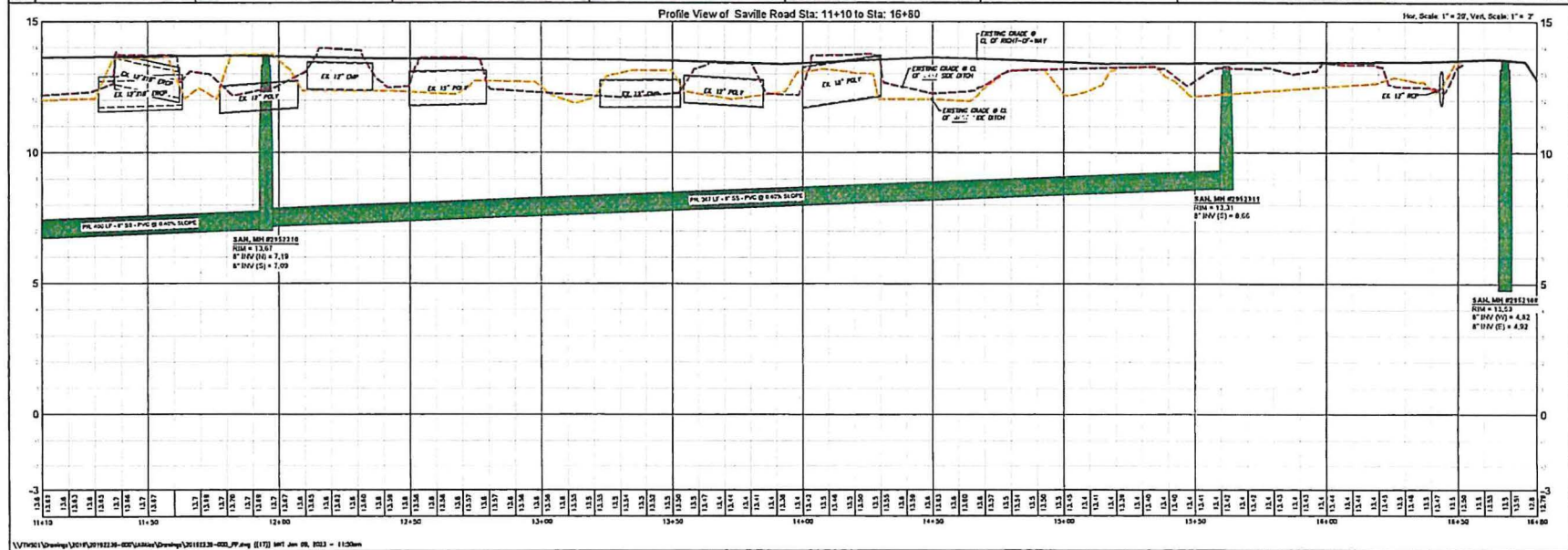
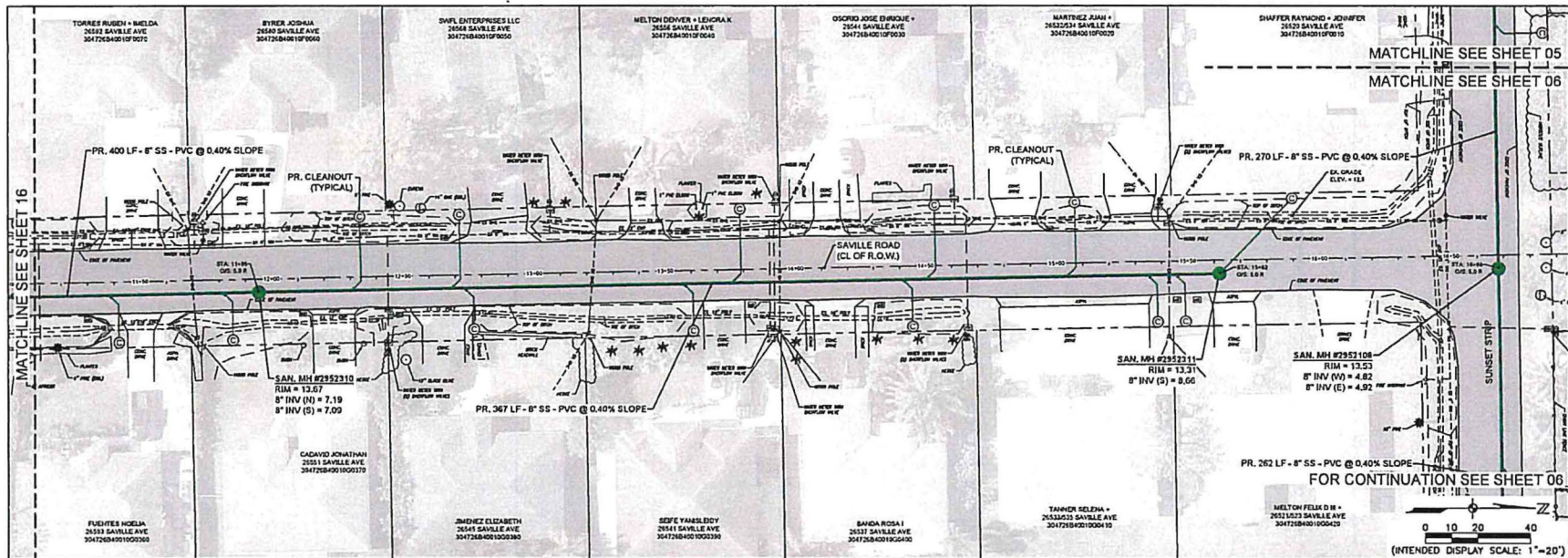
Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

NO.	REVISIONS	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192235-000
FILE NO. 20-47-26
SCALE: AS SHOWN

90% Construction
Plans
Saville Road
Plan & Profile
Station 5+60 to
11+10

SHEET NUMBER



JOHNSON
ENGINEERING
JOHNSON ENGINEERING, INC.
3702 JOHNSON STREET
FORT MYERS, FLORIDA 33903-1550
PHONE: (813) 334-3661
FAX: (813) 334-3661
E.B. JOHNSON & L.B. JOHNSON

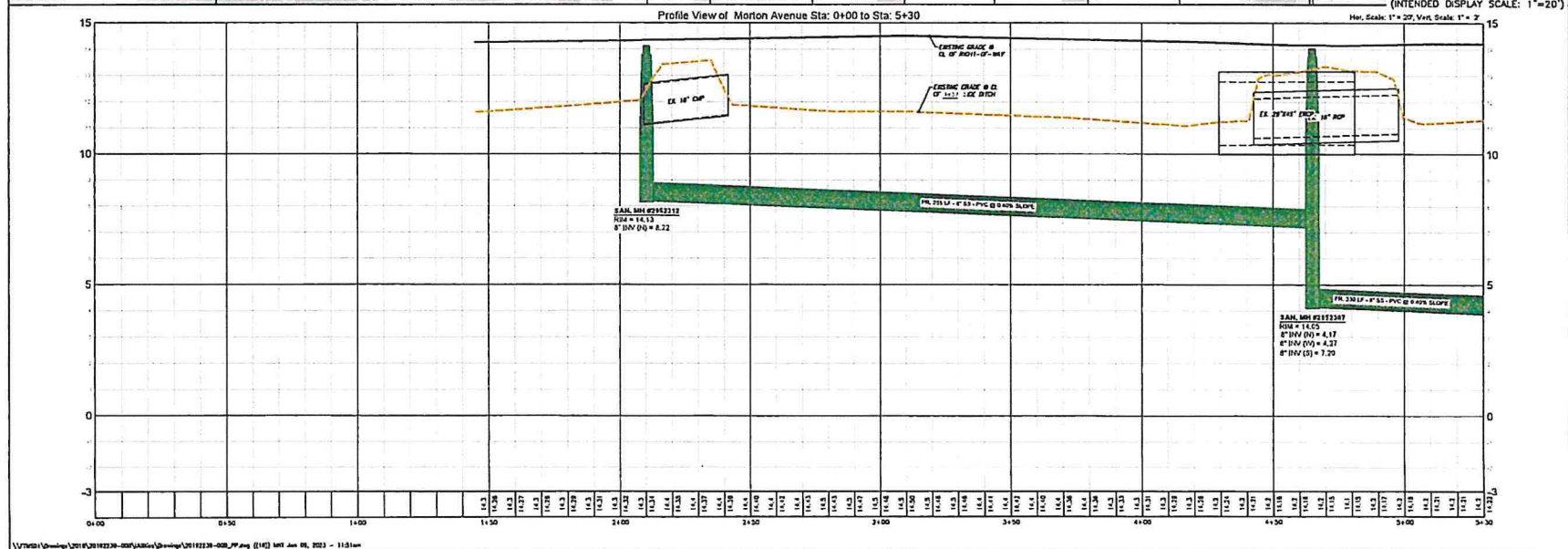
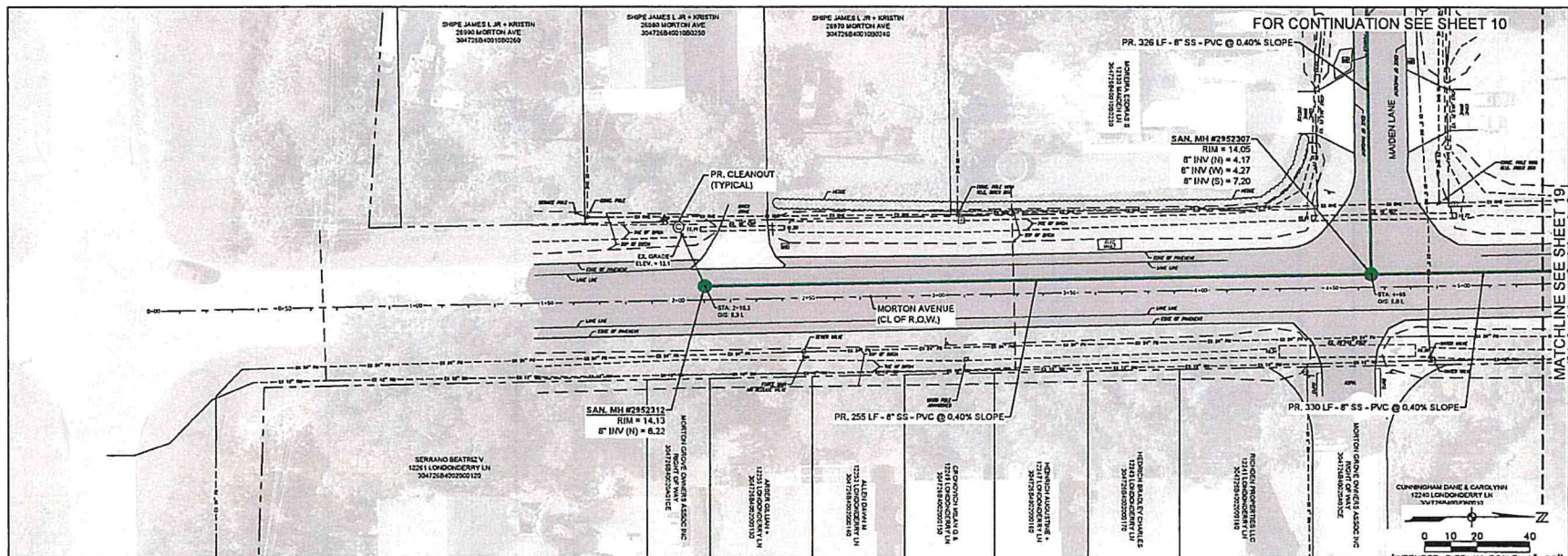
Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 28 East
Lee County, Florida

NO.	DATE	REVISIONS
1	JANUARY 9, 2021	DATE
2	PROJECT NO. 20190223-000	DESCRIPTION
3	FILE NO. 2047-06	NO.
4	SCALE AS SHOWN	DATE

90% Construction
Plans
Saville Road
Plan & Profile
Station 11+10 to
16+80

SHEET NUMBER



**JOHNSON
ENGINEERING**
JOHNSON ENGINEERING, P.C.
3112 JOHNSTON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 336-0641
FAX: (239) 336-3841
E.O. 11236 & L.B. 1962

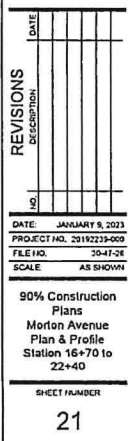
**Bonita Springs
Utilities, Inc.**

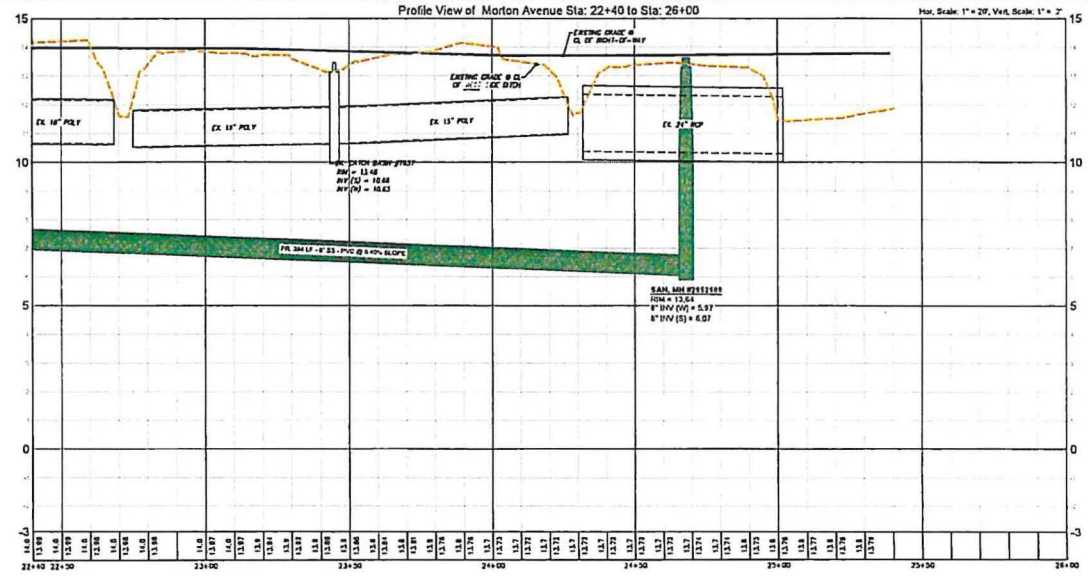
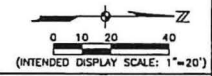
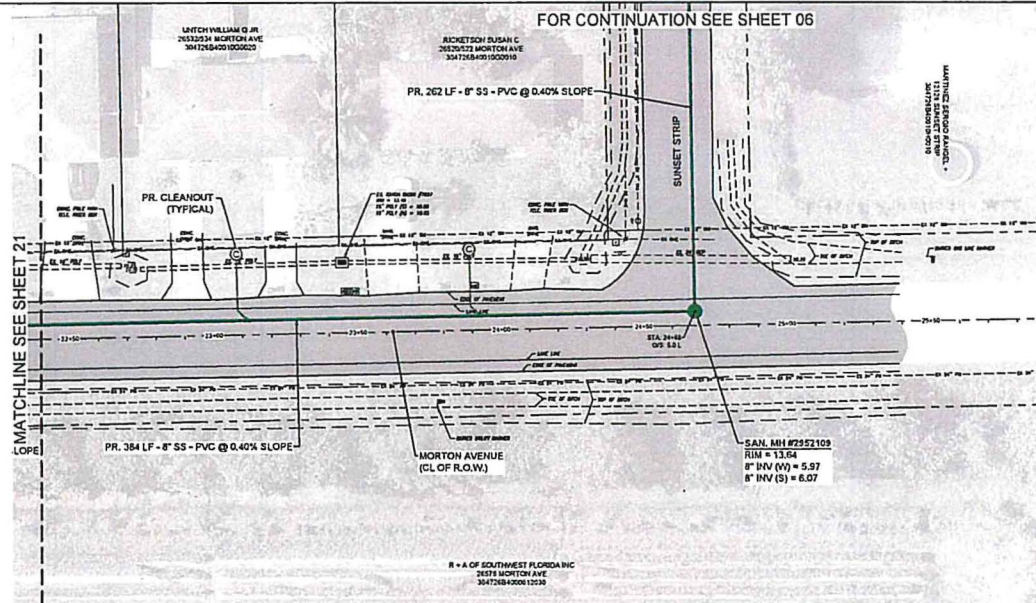
**Sun Village Estates
Gravity Sewer Expansion**
Section 30 Township 47 South, Range 28 East
Lee County, Florida

NO.	DATE	DESCRIPTION

90% Construction
Plans
Morton Avenue
Plan & Profile
Station 0+00 to 5+30

SHEET NUMBER
18





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JOHNSON ENGINEERING
 JOHNSON ENGINEERING, INC.
 2112 BOWEN STREET
 P.O. BOX 1350
 FORT MYERS, FLORIDA 33902-1350
 PHONE: (239) 334-0941
 FAX: (239) 334-0941
 E.O. 14176 & L.A. 9942

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
 Sections 30 Township 47 South, Range 26 East
 Lee County, Florida

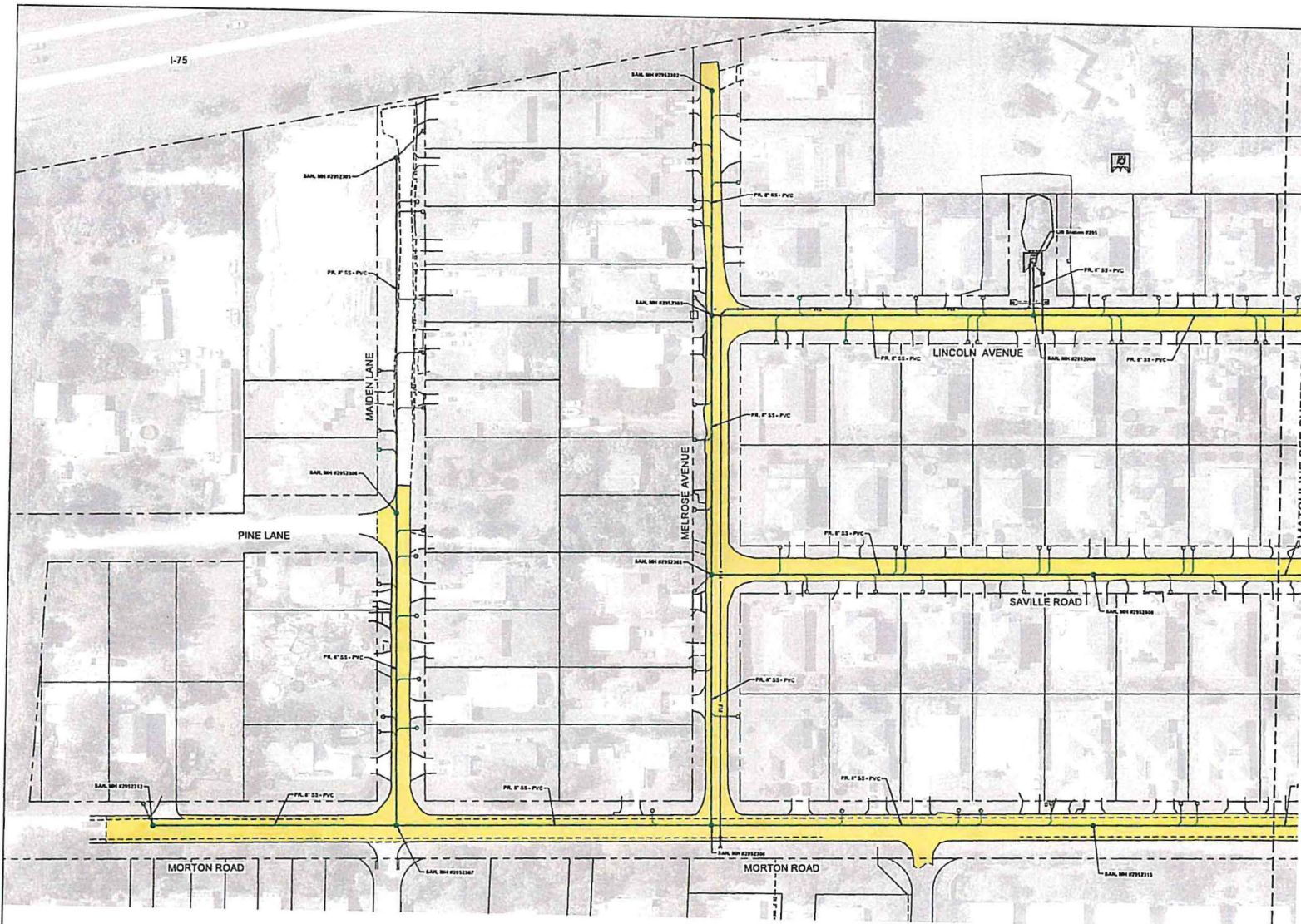
NO.	REVISIONS	DATE

DATE: JANUARY 9, 2023
 PROJECT NO. 20192239-000
 FILE NO. 20-47-26
 SCALE: AS SHOWN

90% Construction Plans
 Morton Avenue
 Plan & Profile
 Station 22+40 to 26+00

SHEET NUMBER

22



JOHNSON
ENGINEERING
JOHNSON ENGINEERING, P.C.
2725 JOHNSON STREET
FORT MYERS, FLORIDA 33901-1520
PHONE: (239) 334-0046
FAX: (239) 334-0041
E.R. JOHNSON & L.L. JOHNSON

MOORE, SCOTT, JR., P.E.
FL. LICENSE NO. 62237

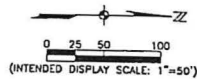
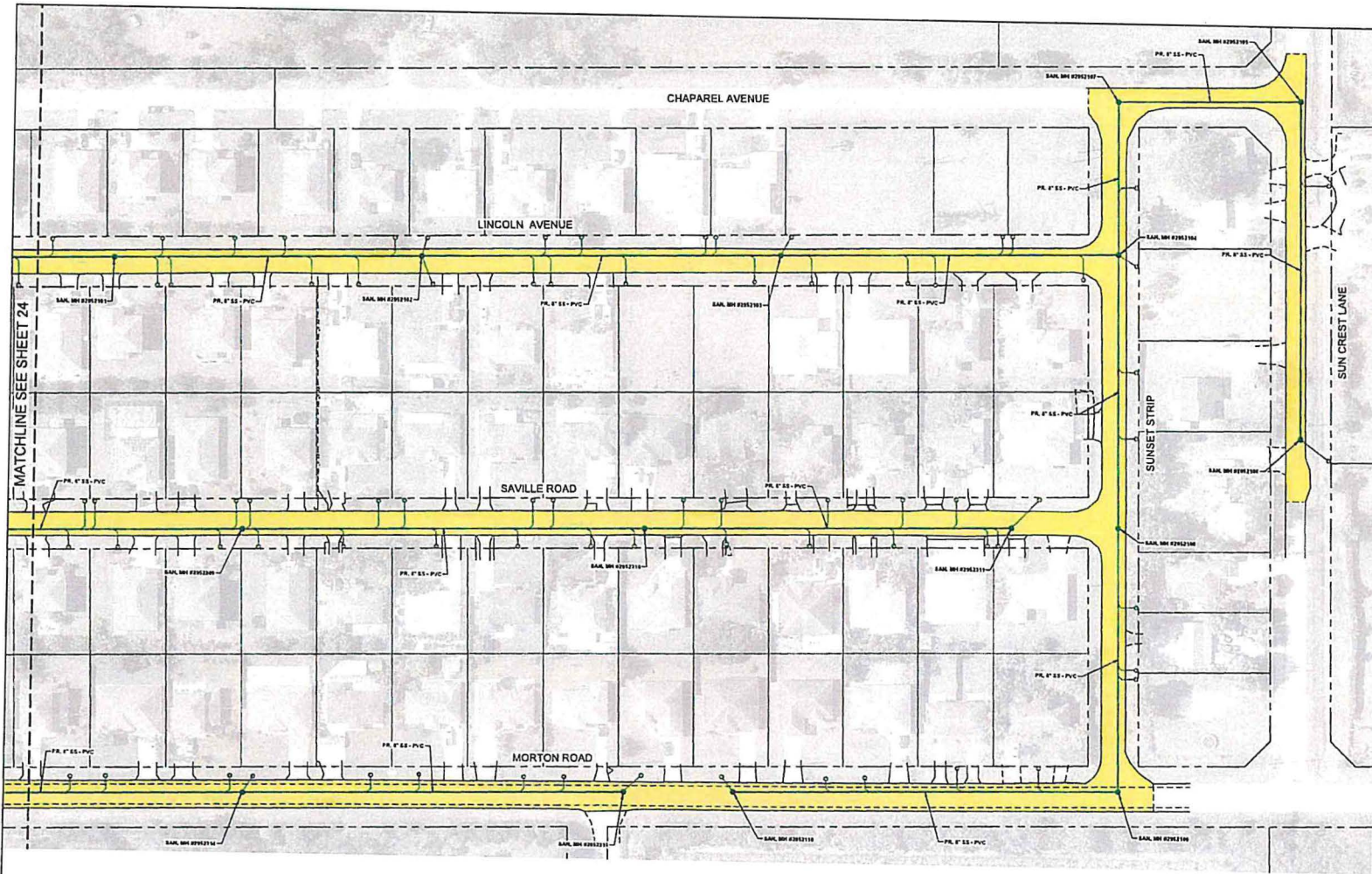
Bonita Springs
Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS	DATE
DESCRIPTION	
NO.	
DATE	JANUARY 9, 2023
PROJECT NO.	20192213-000
FILE NO.	30-47-26
SCALE	AS SHOWN

90% Construction
Plans
Restoration Plan
1 of 2

SHEET NUMBER
24



ROADWAY RESTORATION

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
3125 JOHNSON STREET
FORT MYERS, FLORIDA 33901-1100
PHONE: (239) 334-0000
FAX: (239) 334-0001
E-MAIL: J.E. JOHNSON

MOBILE, SCOTT COUNTY, FL
FL, LICENSE NO. 10027

Bonita Springs Utilities, Inc.

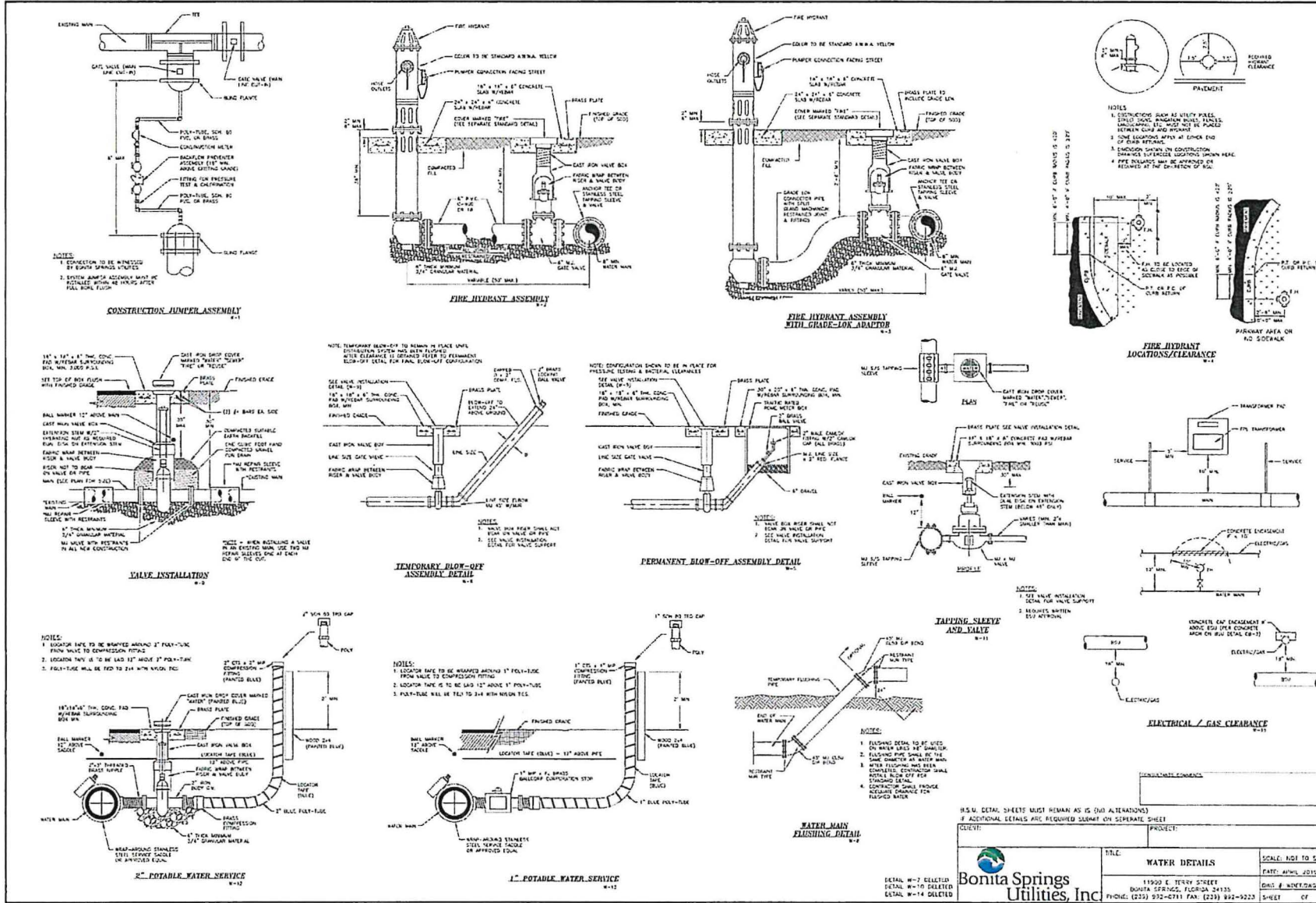
**Sun Village Estates
Gravity Sewer Expansion**
Section 30 Township 47 South, Range 28 East
Lee County, Florida

REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

90% Construction
Plans
Restoration Plan
2 of 2

SHEET NUMBER

25



JOHNSON ENGINEERING

2121 JOHNSON STREET
FORT MYERS, FLORIDA 33901-1543
PHONE: (888) 334-0908
FAX: (239) 334-0941
E.B. 9912 A.L.A. 9912

Bonita Springs Utilities, Inc.

Sun Village Estates Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

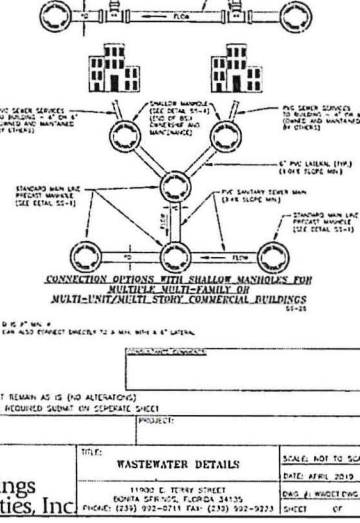
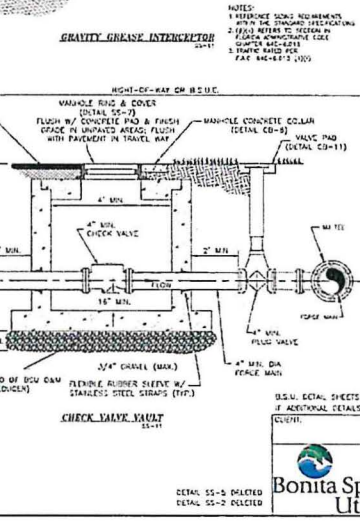
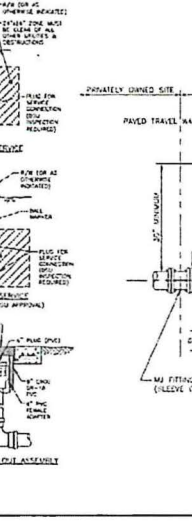
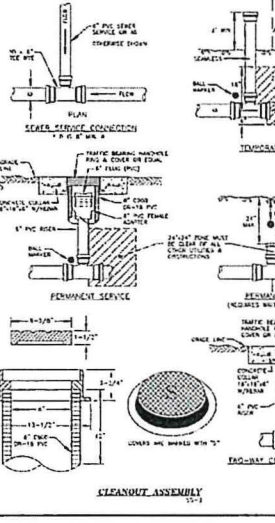
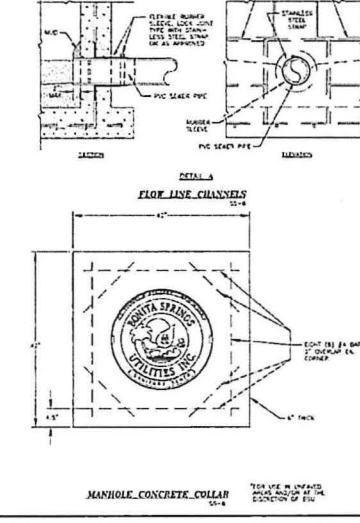
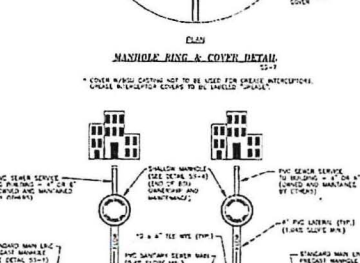
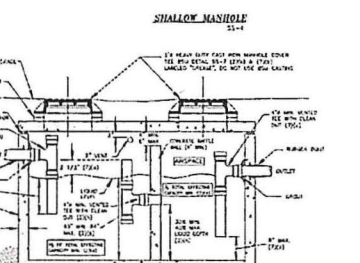
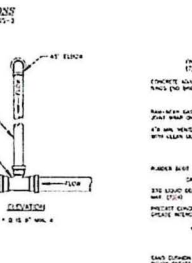
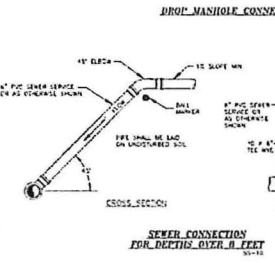
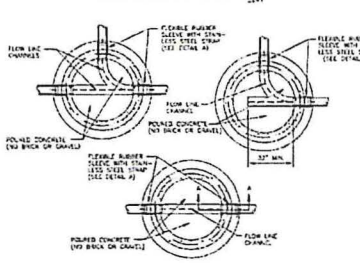
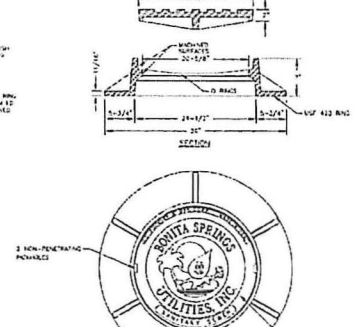
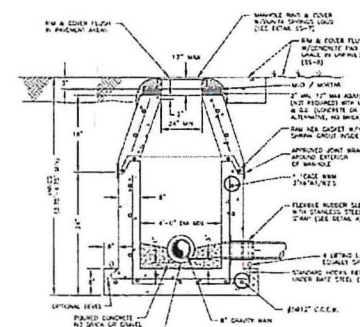
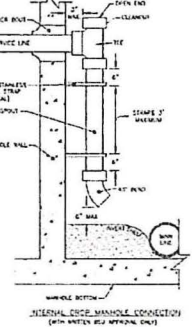
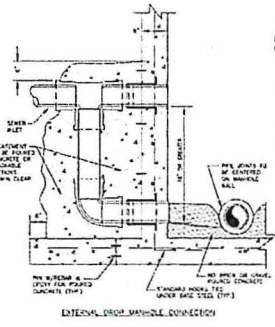
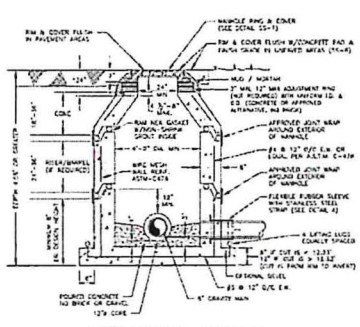
DATE	REVISION	DESCRIPTION

DATE: JANUARY 9, 2021
PROJECT NO. 20192239-009
FILE NO. 30-47-26
SCALE: AS SHOWN

80% Construction Plans
Water Main Details

D-1

RESTRAINT TABLE									
PIPE SIZE	PIPE WEIGHT	PIPE LENGTH	PIPE WEIGHT	PIPE LENGTH	PIPE WEIGHT	PIPE LENGTH	PIPE WEIGHT	PIPE LENGTH	PIPE WEIGHT
12"	11	5	2	11	84	47	12	11	84
14"	15	7	3	15	113	64	14"	15	113
16"	22	10	5	22	157	91	16"	22	157
18"	32	14	8	32	218	127	18"	32	218
20"	44	19	11	44	297	171	20"	44	297
24"	68	28	17	68	441	253	24"	68	441
30"	108	46	28	108	729	411	30"	108	729
36"	168	76	47	168	1206	675	36"	168	1206
42"	240	110	67	240	1764	972	42"	240	1764
48"	324	150	91	324	2394	1323	48"	324	2394
54"	420	196	121	420	3174	1764	54"	420	3174
60"	528	248	156	528	4092	2268	60"	528	4092
66"	648	306	195	648	5148	2844	66"	648	5148
72"	780	370	238	780	6342	3528	72"	780	6342
78"	924	440	285	924	7686	4284	78"	924	7686
84"	1080	516	336	1080	9174	5112	84"	1080	9174
90"	1248	598	391	1248	10818	5940	90"	1248	10818
96"	1428	686	450	1428	12618	6840	96"	1428	12618
102"	1620	780	513	1620	14580	7812	102"	1620	14580
108"	1824	880	580	1824	16704	8856	108"	1824	16704
114"	2040	986	651	2040	19086	9972	114"	2040	19086
120"	2268	1098	726	2268	21738	11160	120"	2268	21738
126"	2508	1216	805	2508	24666	12420	126"	2508	24666
132"	2760	1340	888	2760	27882	13752	132"	2760	27882
138"	3024	1470	975	3024	31398	15164	138"	3024	31398
144"	3300	1606	1066	3300	35214	16656	144"	3300	35214
150"	3588	1748	1161	3588	39342	18228	150"	3588	39342
156"	3890	1896	1260	3890	43782	19884	156"	3890	43782
162"	4200	2050	1363	4200	48534	21624	162"	4200	48534
168"	4524	2210	1470	4524	53608	23448	168"	4524	53608
174"	4860	2376	1581	4860	58998	25356	174"	4860	58998
180"	5208	2548	1696	5208	64708	27348	180"	5208	64708
186"	5568	2726	1815	5568	70746	29424	186"	5568	70746
192"	5940	2910	1938	5940	77118	31584	192"	5940	77118
198"	6324	3100	2065	6324	83834	33828	198"	6324	83834
204"	6720	3296	2196	6720	90898	36156	204"	6720	90898
210"	7128	3498	2331	7128	98322	38568	210"	7128	98322
216"	7548	3706	2470	7548	106118	41064	216"	7548	106118
222"	7980	3920	2613	7980	114298	43644	222"	7980	114298
228"	8424	4140	2760	8424	122868	46308	228"	8424	122868
234"	8880	4366	2911	8880	131838	49056	234"	8880	131838
240"	9348	4598	3066	9348	141218	51888	240"	9348	141218
246"	9828	4836	3225	9828	151018	54804	246"	9828	151018
252"	10320	5080	3388	10320	161248	57804	252"	10320	161248
258"	10824	5330	3555	10824	171918	60888	258"	10824	171918
264"	11340	5586	3726	11340	183038	64056	264"	11340	183038
270"	11868	5848	3901	11868	194618	67308	270"	11868	194618
276"	12408	6116	4080	12408	206668	70644	276"	12408	206668
282"	12960	6390	4263	12960	219198	74064	282"	12960	219198
288"	13524	6670	4450	13524	232218	77568	288"	13524	232218
294"	14100	6956	4641	14100	245738	81156	294"	14100	245738
300"	14688	7248	4836	14688	259768	84828	300"	14688	259768
306"	15288	7546	5035	15288	274318	88584	306"	15288	274318
312"	15900	7850	5238	15900	289398	92424	312"	15900	289398
318"	16524	8160	5445	16524	305018	96348	318"	16524	305018
324"	17160	8476	5656	17160	321188	100356	324"	17160	321188
330"	17808	8798	5871	17808	337918	104448	330"	17808	337918
336"	18468	9126	6090	18468	355218	108624	336"	18468	355218
342"	19140	9460	6313	19140	373098	112884	342"	19140	373098
348"	19824	9800	6540	19824	391568	117228	348"	19824	391568
354"	20520	10146	6771	20520	410638	121656	354"	20520	410638
360"	21228	10498	7006	21228	430318	126168	360"	21228	430318
366"	21948	10856	7245	21948	450618	130764	366"	21948	450618
372"	22680	11220	7488	22680	471548	135444	372"	22680	471548
378"	23424	11590	7735	23424	493118	140208	378"	23424	493118
384"	24180	11966	7986	24180	515338	145056	384"	24180	515338
390"	24948	12348	8241	24948	538218	150000	390"	24948	538218
396"	25728	12736	8500	25728	561768	155040	396"	25728	561768
402"	26520	13130	8763	26520	586008	160176	402"	26520	586008
408"	27324	13530	9030	27324	610948	165408	408"	27324	610948
414"	28140	13936	9301	28140	636598	170736	414"	28140	636598
420"	28968	14348	9576	28968	662968	176160	420"	28968	662968
426"	29808	14766	9855	29808	689968	181680	426"	29808	689968
432"	30660	15190	10138	30660	717618	187296	432"	30660	717618
438"	31524	15620	10425	31524	745938	192996	438"	31524	745938
444"	32400	16056	10716	32400	774938	198780	444"	32400	774938
450"	33288	16498	11011	33288	804618	204648	450"	33288	804618
456"	34190	16946	11310	34190	834988	210592	456"	34190	834988
462"	35100	17390	11613	35100	866058	216612	462"	35100	866058
468"	36024	17840	11920	36024	897838	222708	468"	36024	897838
474"	36960	18296	12231	36960	930338	228880	474"	36960	930338
480"	37908	18758	12546	37908	963568	235128	480"	37908	963568
486"	38868	19226	12865	38868	997538	241452	486"	38868	997538
492"	39840	19690	13188	39840	1032268	247848	492"	39840	1032268
498"	40824	20160	13515	40824	1067768	254316	498"	40824	1067768
504"	41820	20636	13846	41820	1104048	260856	504"	41820	1104048
510"	42828	21118	14181	42828	1141118	267468	510"	42828	1141118
516"	43848	21606	14520	43848	1178978	274152	516"	43848	1178978
522"	44880	22090	14863	44880	1217638	280908	522"	44880	1217638
528"	45924	22580	15210	45924	1257108	287736	528"	45924	1257108
534"	46980	23076	15561	46980	1297398	294636	534"	46980	1297398
540"	48048	23578	15916	48048	1338518	301608	540"	48048	1338518
546"	49128	24086	16275	49128	1380468	308652	546"	49128	1380468
552"	50220	24590	16638	50220	1423258	315768	552"	50220	1423258
558"	51324	25090	17005	51324	1466898	322956	558"	51324	1466898
564"	52440	25596	17376	52440	1511398	330216	564"	52440	1511398
570"	53568	26100	17751	53568	1556758	337548	570"	53568	1556758
576"	54708	26600	18130	54708	1602988	344952	576"	54708	1602988
582"	55860	27106	18513	55860	1649998	352428	582"	55860	1649998
588"	57024	27618	18900	57024	1697798	359976	588"	57024	1697798
594"	58200	28126	19291	58200	1746398	367596	594"	58200	1746398
600"	59388	28630	19686	59388	1795808	375288	600"	59388	1795808
606"	60588	29130	20085	60588	1846038	383052	606"	60588	1846038
612"	61798	29626	20488	61798	1897098	390888	612"	61798	1897098
618"	63018	30118	20895	63018	1948998	398796	618"	63018	1948998
624"	64248	30606	21306	64248	2001748	406776	624"	64248	2001748
630"	65488	31090	21721	65488	2055368	414828	630"	65488	2055368
636"	66740	31570	22140	66740	2109868	422952	636"	66740	2109868
642"	68000	32046	22563	68000	2165258	431148	642"	68000	2165258
648"	69268	32518	22990	69268	2221548	439416	648"	69268	2221548
654"	70548	32986	23421	70548	2278748	447756	654"	70548	2278748
660"	71838	33450	23856	71838	2336868	456168	660"	71838	2336868
666"	73138	33910	24295	73138	2395908	464652	666"	73138	2395908
672"	74448	34366	24738	74448	2455878	473208	672"	74448	2455878
678"	75768	34818	25185	75768	2516788	481836	678"	75768	2516788
684"	77098	35266	25636	77098	2578648	490536	684"	77098	2578648
690"	78438	35710	26091	78438	2641468	499308	690"	78438	2641468
696"	79788	36150	26550	79788	2705248	508152	696"	79788	2705248
702"	81148	36586	27013	81148	2770008	517068	702"	81148	2770008
708"	82518	37018	27480	82518	2835758	526048	708"	82518	2835758
714"	83898	37446	27951	83898	2902508	535092	714"	83898	2902508
720"	85288	37870	28426						



JOHNSON ENGINEERING

3127 JOHNSON STREET
FORT MEADE, FLORIDA 32909-1550
PHONE (239) 334-0000
FAX (239) 334-3881
E-MAIL J.E.O@JOHNSON-ENG.COM

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Section 30 Township 47 South, Range 26 East
Lee County, Florida

DATE	DESCRIPTION

DATE: JANUARY 9, 2021
PROJECT NO. 20182238-000
FILE NO. 20447-26
SCALE: AS SHOWN

90% Construction Plans
Wastewater Details

SHEET NUMBER

D-3

Bonita Springs Utilities, Inc.

TITLE: WASTEWATER DETAILS
11900 E. TERRY STREET
BONITA SPRING, FLORIDA 34135
PHONE: (239) 992-5711 FAX: (239) 992-9323
DATE: APRIL 2019
DRAWN BY: WJG/ELG
SHEET: 07

LAKEs OF SAN SOUCI GRAVITY SEWER EXPANSION

PREPARED FOR:
BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805 (239) 390-4905

UTILITY SERVICE PROVIDERS

WATER:
BONITA SPRINGS UTILITIES

11800 E. TERRY STREET
BONITA SPRINGS, FL. 34135
PH: (239) 892-8771

SEWER:
BONITA SPRINGS UTILITIES

11800 E. TERRY STREET
BONITA SPRINGS, FL. 34135
PH: (239) 892-8771

ELECTRIC:
FLORIDA POWER AND LIGHT

15824 WINDLER ROAD
FORT MYERS, FL. 33908
PH: (239) 415-1300

PHONE:
CENTURY LINK

7820 CARDO STREET
FORT MYERS, FL. 33901
PH: (239) 388-2114

FIRE PROTECTION:
BONITA SPRINGS FIRE DISTRICT

27480 OLD 41 ROAD
BONITA SPRINGS, FL. 34135
PH: (239) 892-3305

SOLID WASTE DISPOSAL:
ONIX WASTE SERVICE

17105 PINE RIDGE ROAD
FORT MYERS BEACH, FL. 33911
(239) 334-1224

PROJECT CONTACTS

CIVIL ENGINEER:
BANKS ENGINEERING
D BRENT ADDISON, P.E. PROJECT MANAGER

10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33906
PHONE: (239) 939-5490

SURVEYOR:
BANKS ENGINEERING

10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33906
PHONE: (239) 939-5490

BANKS ENGINEERING

Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33906
PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 8469
WWW.BANKSENG.COM



Digitally
signed by

David B

Addison

Date:

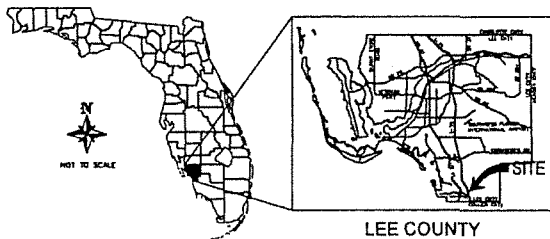
2023.01.05

100151

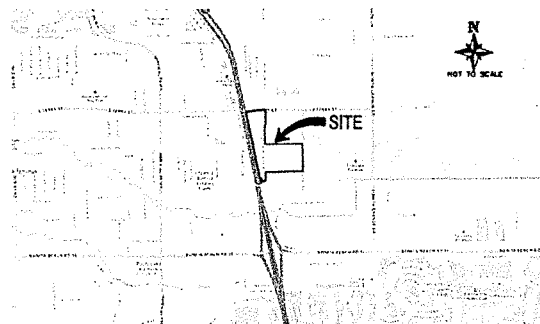
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D. BRENT ADDISON
P.E. LIC. #70611

1	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
2	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
3	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
4	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
5	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
6	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
7	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
8	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
9	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151
10	2/2/2023	REVIEW FOR BOKA SOUTH WEST REMEDIATION	100151

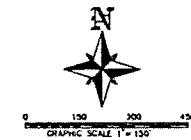
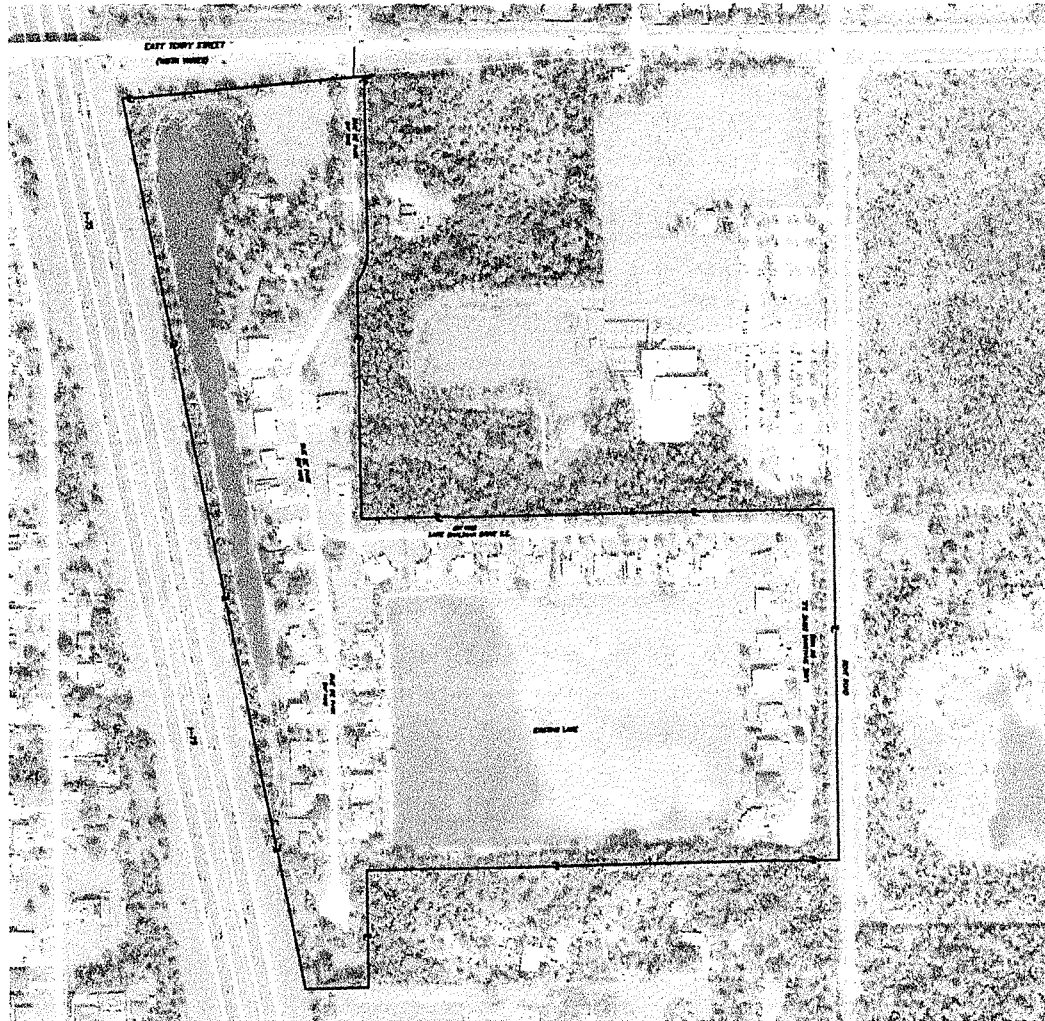


GENERAL LOCATION MAP



LOCATION MAP

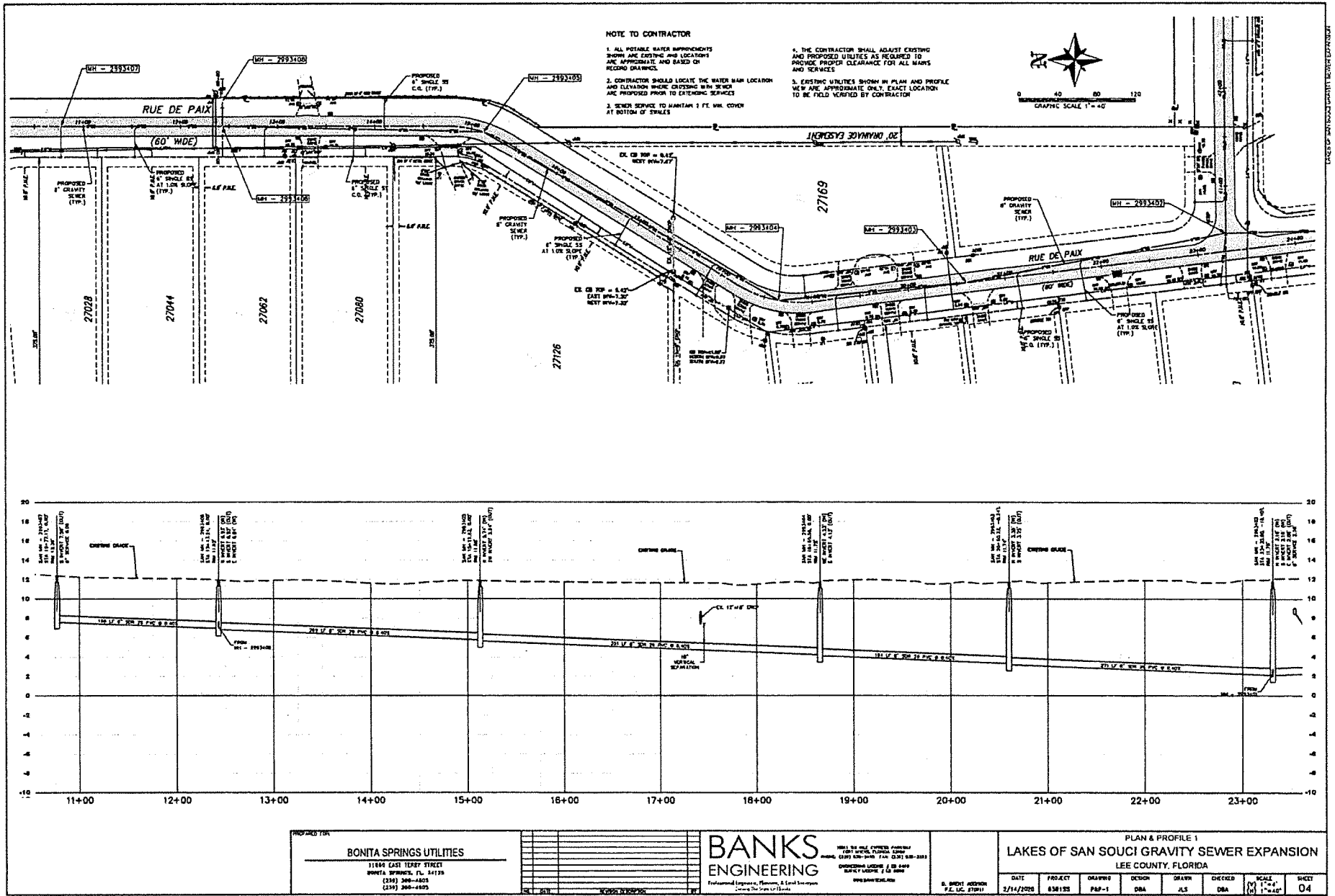
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

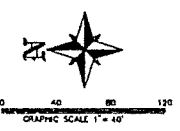
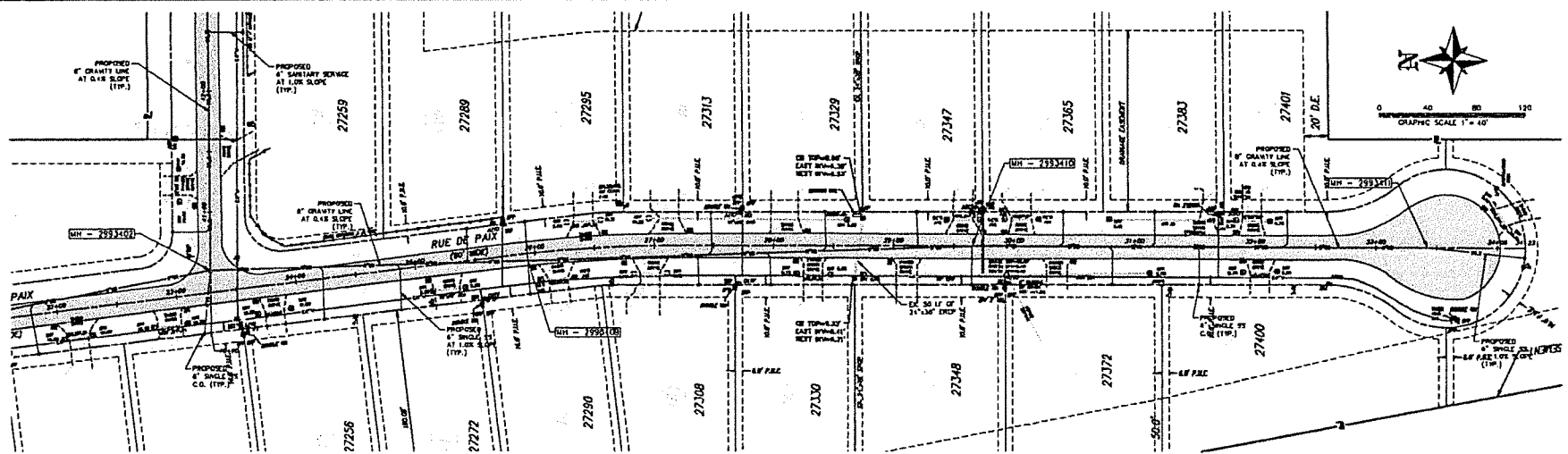


BONITA SPRINGS UTILITIES 11849 EAST TERRY STREET BONITA SPRINGS, FL 34135 (351) 390-4800 (351) 390-4801		BANKS ENGINEERING Professional Engineers, Planners & Land Surveyors Serving the State of Florida 10011 NW 15th STREET, SUITE 100 BOCA RATON, FL 33433 PHONE: (561) 996-3400 FAX: (561) 996-3401 WWW.BANKSENG.COM		PROJECT INFORMATION PROJECT: LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION SHEET: 02 OF 02 DATE: 2/11/2020 DRAWN: JLS CHECKED: DBA SCALE: 1"=150' SHEET: 02	
--	--	---	--	--	--

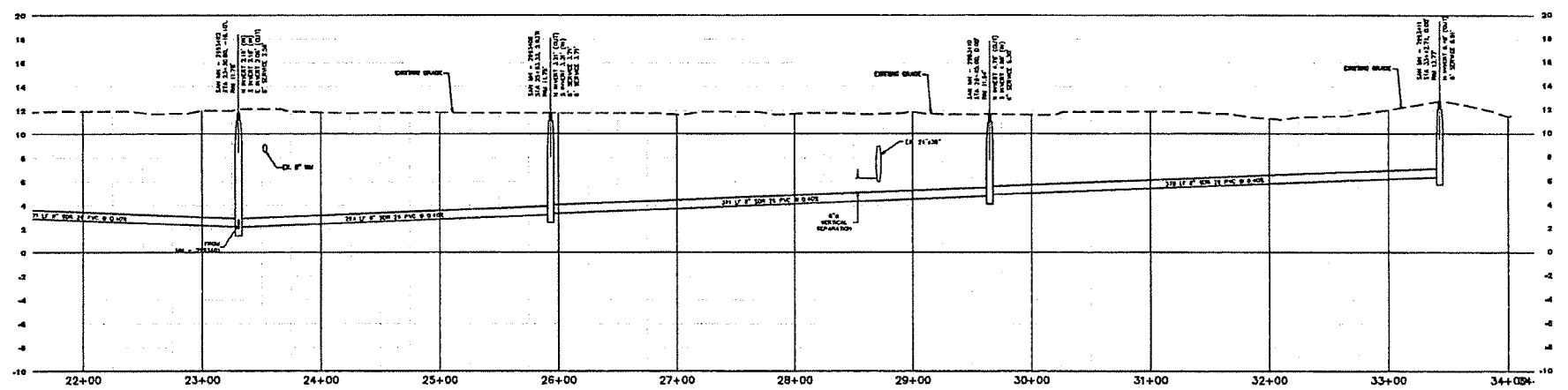
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION



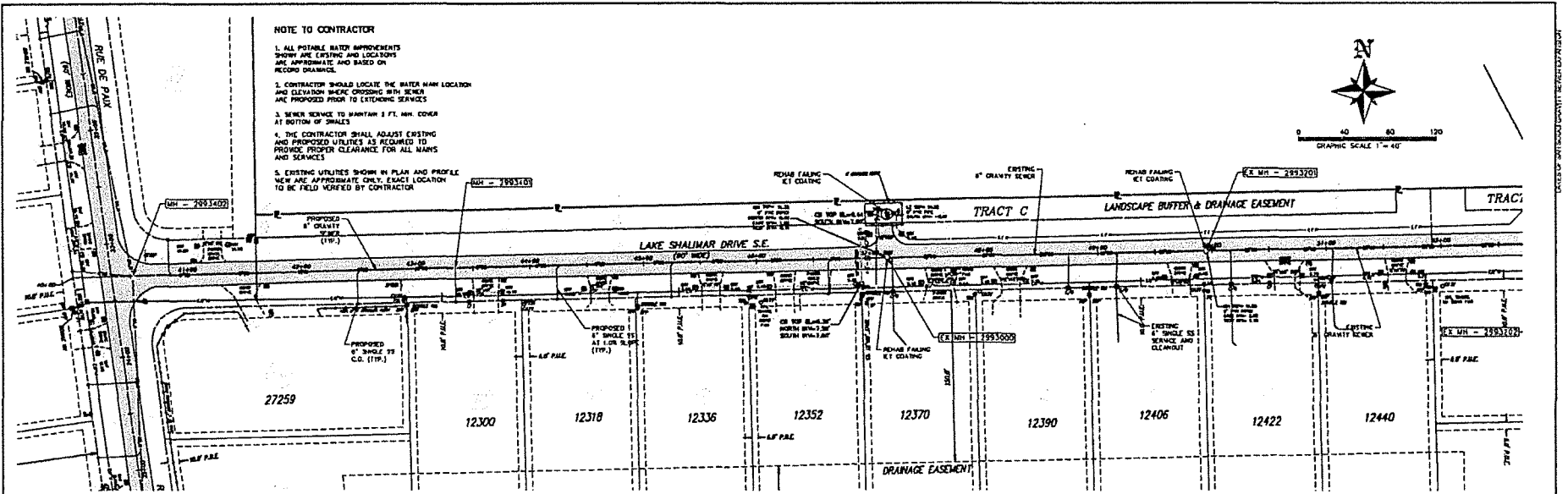




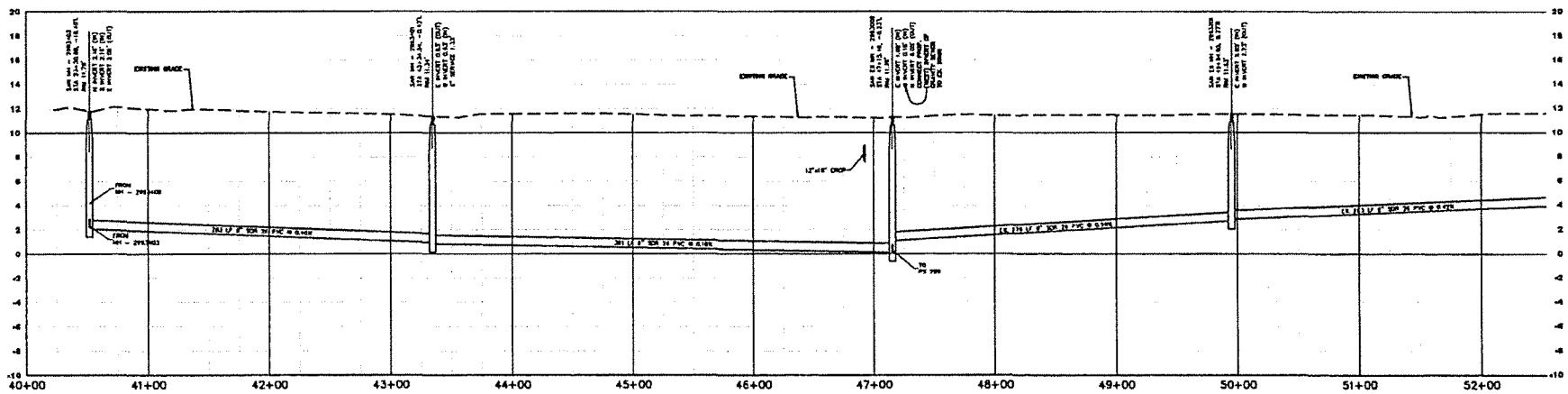
- NOTE TO CONTRACTOR**
1. ALL POTABLE WATER IMPROVEMENTS SHOWN ARE EXISTING AND LOCATIONS ARE APPROXIMATE AND BASED ON RECORD DRAWINGS.
 2. CONTRACTOR SHOULD LOCATE THE WATER MAIN LOCATION AND ELEVATION BEFORE CROSSING WITH SEWER AND PROPOSED PRIOR TO EXTENDING SERVICES.
 3. SEWER SERVICE TO MAINTAIN 2 FT. MIN. COVER AT BOTTOM OF SHAFTS.
 4. THE CONTRACTOR SHALL ADJUST EXISTING AND PROPOSED UTILITIES AS REQUIRED TO PROVIDE PROPER CLEARANCE FOR ALL MAINS AND SERVICES.
 5. EXISTING UTILITIES SHOWN IN PLAN AND PROFILE VIEW ARE APPROXIMATE ONLY. EXACT LOCATION TO BE FIELD VERIFIED BY CONTRACTOR.



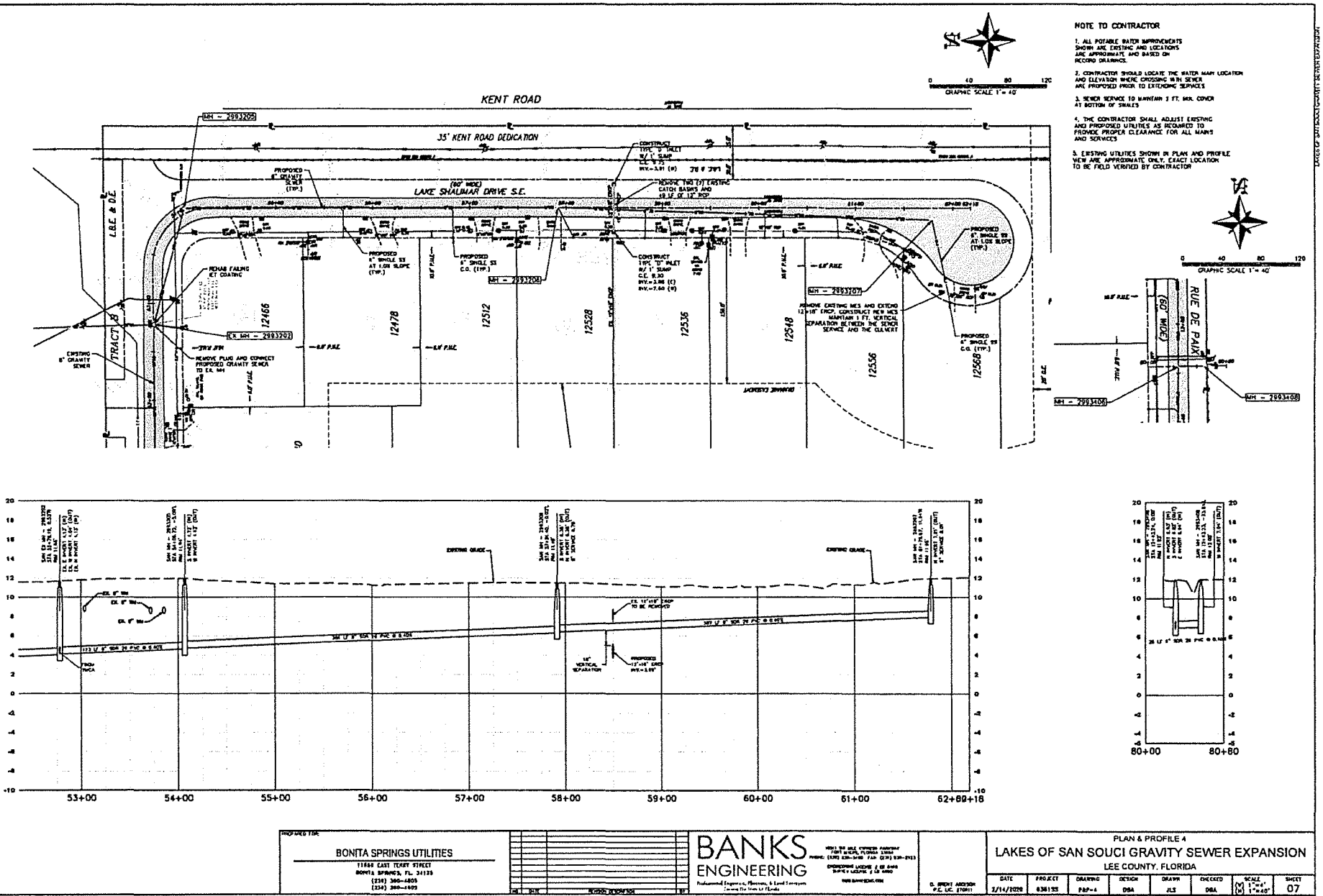
PROPOSED FOR BONITA SPRINGS UTILITIES 11989 EAST TERRY STREET BONITA SPRINGS, FL 34135 (352) 386-4805 (352) 386-4900		BANKS ENGINEERING PROFESSIONAL ENGINEERING, PLANNING, & LAND DEVELOPMENT 11700 GOLF COURSE PARK DRIVE, SUITE 200 BONITA SPRINGS, FL 34135 (352) 386-4805 WWW.BANKSENG.COM	PLAN & PROFILE 2 LAKE OF SAN SOU CI GRAVITY SEWER EXPANSION LEE COUNTY, FLORIDA				
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
1/14/2020	638123	P&P-2	DBA	ALS	DBA	1"=40' 1"=40'	05

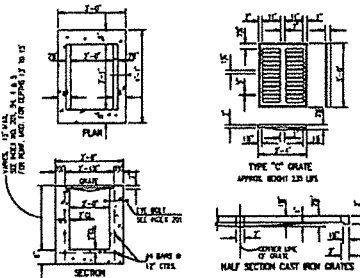


GRAPHIC SCALE 1" = 40'



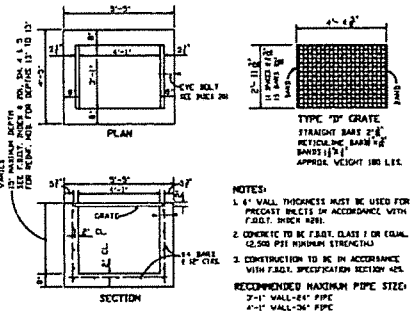
BONITA SPRINGS UTILITIES 11894 EAST FLAT STREET BONITA SPRINGS, FL 34135 (239) 390-4405 (239) 390-4805		BANKS ENGINEERING Professional Engineers, Planners, & Land Surveyors 11001 N. US HWY 1 SUITE 100 BOCA RATON, FL 33433 (561) 368-1100 (561) 368-1101 (561) 368-1102 (561) 368-1103 (561) 368-1104 (561) 368-1105 (561) 368-1106 (561) 368-1107 (561) 368-1108 (561) 368-1109 (561) 368-1110		PLAN & PROFILE 3 LAKE OF SAN SOUCI GRAVITY SEWER EXPANSION LEE COUNTY, FLORIDA	
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED
2/14/2020	A30135	PA3-3	DBA	JLS	DBA
S. BRUCE ADAMS P.E., L.C. (2001)					SCALE (H) 1" = 4' (V) 1" = 4'
					SHEET 06





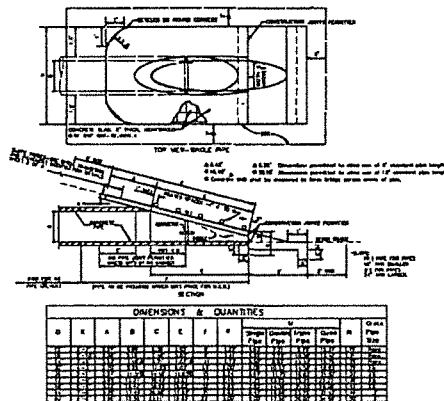
NOTES:
1. 4" WALL THICKNESS MUST BE USED FOR PRE-CAST INLETS IN ACCORDANCE WITH F.A.C.C. SPEC. SEC. 101.02.
2. CONCRETE TO BE 3,000 PSI MINIMUM STRENGTH (2,500 PSI MINIMUM STRENGTH).
3. CONSTRUCTION TO BE IN ACCORDANCE WITH F.A.C.C. SPECIFICATION SECTION 101.02.

TYPE "C" INLET DETAIL
N.T.S.



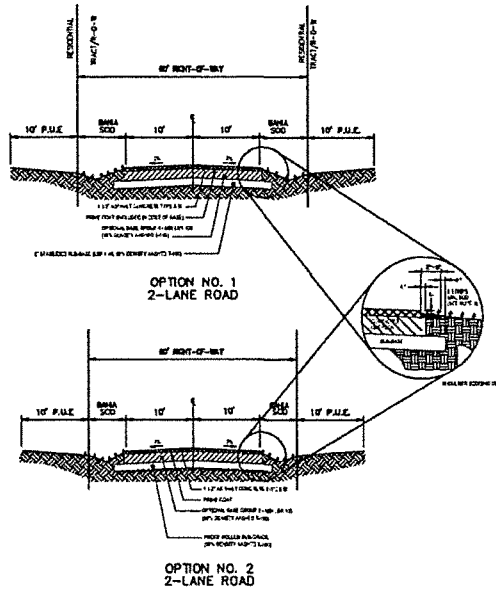
NOTES:
1. 4" WALL THICKNESS MUST BE USED FOR PRE-CAST INLETS IN ACCORDANCE WITH F.A.C.C. SPEC. SEC. 101.02.
2. CONCRETE TO BE 3,000 PSI MINIMUM STRENGTH (2,500 PSI MINIMUM STRENGTH).
3. CONSTRUCTION TO BE IN ACCORDANCE WITH F.A.C.C. SPECIFICATION SECTION 101.02.

TYPE "D" INLET DETAIL
Not To Scale

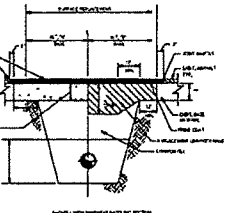


ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
2	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
3	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
4	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
5	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
6	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
7	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
8	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
9	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
10	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
11	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
12	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
13	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
14	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
15	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
16	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
17	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
18	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
19	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
20	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
21	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
22	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
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32	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
33	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
34	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
35	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
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71	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
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96	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
97	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
98	CONCRETE, 3,000 PSI	CU YD	1.00	1.00	1.00
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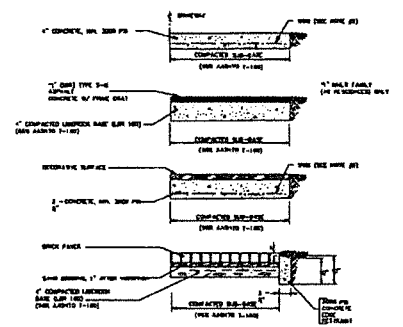
MISSED END SECTION
N.T.S.



NOTE:
1. TOP OF SOG MUST BE 1" BELOW EDGE OF PAVEMENT, SOG BLOCKS SHALL BE PLACED WITH STAGGERED TRANSVERSE JOINTS.



- NOTES:
1. ALTERNATES "C" AND "D" ARE COMPACTOR OPTIONS.
 2. LAYERS OF SAND, GRAVEL, OR FILL ARE NOT TO BE COMPACTED TO AT LEAST 95% RELATIVE DENSITY (ASTM D 1557).
 3. CONCRETE SHALL BE COMPACTED TO AT LEAST 95% RELATIVE DENSITY (ASTM D 1557).
 4. APPROX. 50% OF STRUCTURAL REPAIR IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL.
 5. APPROX. 50% OF STRUCTURAL REPAIR IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL.
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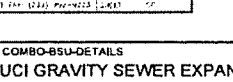
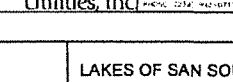
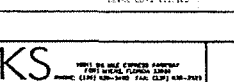
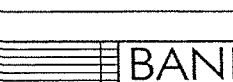
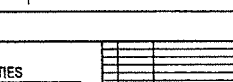
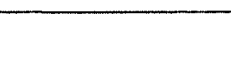
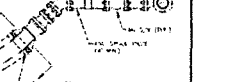
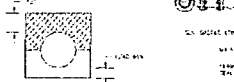
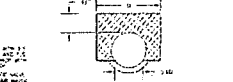
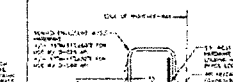
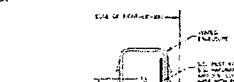
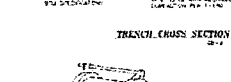
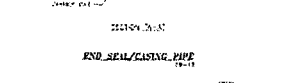
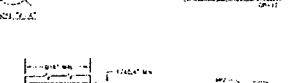
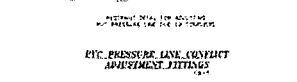
TYPICAL SECTIONS

- NOTES:
1. SHOWN WITH SAND OR GRAVEL. SAND OR GRAVEL MUST BE 95% RELATIVE DENSITY (ASTM D 1557) OR MORE FROM SOG.
 2. APPROX. 50% OF STRUCTURAL REPAIR IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL.
 3. APPROX. 50% OF STRUCTURAL REPAIR IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL. APPROX. 50% IS A FILL.
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DRIVEWAY DETAILS

- DRIVEWAY REPAIRS
1. DRIVEWAY REPAIRS SHALL BE RETURNED TO ORIGINAL CONDITION. DRIVEWAY REPAIRS SHALL BE RETURNED TO ORIGINAL CONDITION. DRIVEWAY REPAIRS SHALL BE RETURNED TO ORIGINAL CONDITION.
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BONITA SPRINGS UTILITIES 11900 EAST TERRY STREET BONITA SPRINGS, FL 34135 (352) 380-1400 (352) 380-1405	BANKS ENGINEERING Professional Engineers, Planners, & Land Surveyors 11111 W. US HWY 1, SUITE 100 FORT WORTH, TEXAS 76137 (817) 335-1111 FAX: (817) 335-1111 E-MAIL: INFO@BANKSENG.COM WWW.BANKSENG.COM	MISC - DETAILS LAKES OF SAN SOU CI GRAVITY SEWER EXPANSION LEE COUNTY, FLORIDA							
		DATE 2/14/2020	PROJECT 830135	DRAWING MSC-DTL5	DESIGN DBA	DRAFTER JLS	CHECKED DBA	SCALE N.T.S.	SHEET 08

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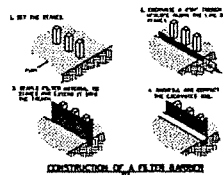
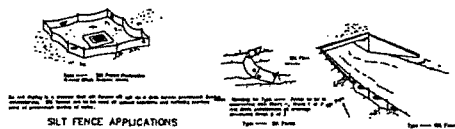
 Bonita Springs Utilities, Inc.	PROJECT	COMBINATION WATER/WASTEWATER DETAILS	SCALE: 1/8" = 1' SCALE
	DESCRIPTION 1. NEW 15" DIAMETER DUCT BONITA SPRINGS, FLORIDA 33435 PROJECT 2254- WASTEWATER TANK (2254) PRE-1975		DATE: APR. 1989 DES. & CHECKED BY: SHEET: 02

BONITA SPRINGS UTILITIES
11860 EAST TUNNEY STREET
BONITA SPRINGS, FL. 34138
(336) 366-4809
(336) 366-4908

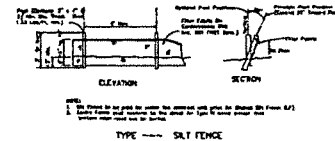
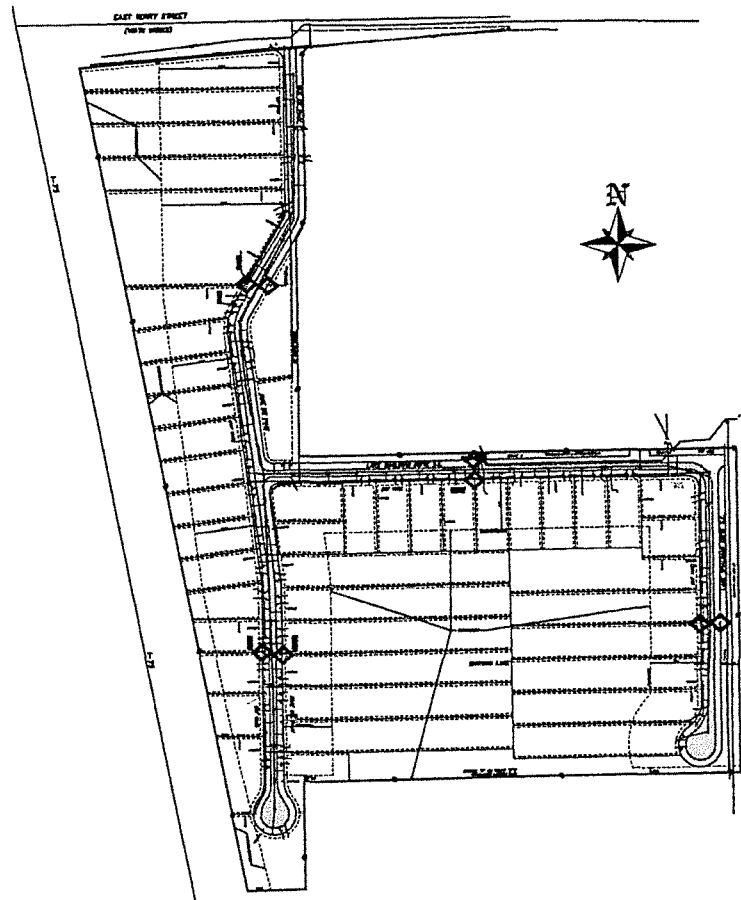
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**BANKS
ENGINEERING**
Professional Engineers, Planners, & Social Scientists
Creating the Future for Florida

COMBO-B5U-DETAILS							
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION							
LEE COUNTY, FLORIDA							
S. WHITT DESIGN P.O. BOX 570861	DATE	PROJECT	DRAWING	DESIGN	CHECKED	SCALE	SHEET
	2/14/1979	03M1155	VTL-DPL	00A	JLS	00A	N.T.S.



- GENERAL NOTES:**
1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFF SITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
 2. THE FOLLOWING MINIMUM REQUIREMENTS ARE RECOMMENDED: (REFERENCE FLORIDA DEVELOPMENT MANUAL, FDM, PPS 6-301 TO 6-303)
 - A) BMP 1.01 - TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
 - B) BMP 1.08 - SILT FENCE
 - C) BMP 1.09 - STORM INLET DRAIN PROTECTION
 3. APPROPRIATE INLET PROTECTION TO PREVENT EROSION IS REQUIRED FOR ALL INLETS THROUGH OUT SITE CONSTRUCTION.
 4. SILT FENCE SHALL BE INSTALLED ALONG THE PROPERTY LINE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
 5. THE ENTIRE SURFACE WATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY BONITA DEVELOPMENTS PARALLANDS, INC. UNTIL SUCH TIME THAT THE PROPERTY IS SUBDIVIDED, AND WHEN SUBDIVIDED, A PROPERTY OWNERS ASSOCIATION WILL BE CREATED AND WILL ACCEPT MAINTENANCE OF THE DRAINAGE FACILITIES.



PROJECT INFORMATION:

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
2. THIS PROJECT PRESENTS NO ADVERSE IMPACTS ON LOCAL DRAINAGE OR SURFACE WATERS.
3. THIS PROJECT DOES NOT ADVERSELY EFFECT THE FLOOD PLAIN OR RIVERINE AREA.
4. NO KNOWN ARCHAEOLOGICAL SITES EXIST WITHIN THE PROJECT AREA.
5. BAY BITE CAN BE USED SAFELY FOR THE DEVELOPMENT AS SHOWN WITHOUT LANDING DAMAGED FROM FLOODING AND 7' ON FOUNDATION CONCRETE.
6. THE MARKET PANEL SHOWN HEREIN IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAPS.

LEGEND:

- ◆ = STAKED SEDIMENT LOT AT INLETS OR STAKED SILT FENCE
- = STAKED SILT FENCE

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EXHIBIT C
UTILITY WORK COST ESTIMATE

EXHIBIT C - Area 1

SUN VILLAGE
SEWER EXPANSION
COST ESTIMATE
June 2020

PART 1 GENERAL					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00
2	Maintenance of Traffic	1	LS	\$ 20,000.00	\$ 20,000.00
3	Preconstruction Audio/Video Recording	1	LS	\$ 9,000.00	\$ 9,000.00
4	Survey and Record Drawings	1	LS	\$ 30,000.00	\$ 30,000.00
PART 1 GENERAL SUBTOTAL:					\$ 209,000.00

PART 2 SANITARY SEWER SYSTEM					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
5	Gravity Sewer Main				
a.	8" PVC Gravity Main (6'-8' Cut)	1,766	LF	\$ 72.00	\$ 127,152.00
b.	8" PVC Gravity Main (8'-10' Cut)	2,620	LF	\$ 85.00	\$ 222,700.00
c.	8" PVC Gravity Main (10'-12' Cut)	1,777	LF	\$ 125.00	\$ 222,125.00
d.	8" PVC Gravity Main (12' & up Cut)	2,120	LF	\$ 170.00	\$ 360,400.00
6	Sanitary Sewer Manholes				
a.	Manhole (6'-8' Cut)	6	LF	\$ 6,500.00	\$ 39,000.00
b.	Manhole (8'-10' Cut)	9	LF	\$ 8,500.00	\$ 76,500.00
c.	Manhole (10'-12' Cut)	5	LF	\$ 10,000.00	\$ 50,000.00
d.	Manhole (12' & up Cut)	7	LF	\$ 12,000.00	\$ 84,000.00
7	Connect to Existing Main				
a.	Connect to Existing 6" Force Main	1	EA	\$ 5,000.00	\$ 5,000.00
8	Sewer Force Main				
a.	6" PVC C900 DR14	890	LF	\$ 50.00	\$ 44,500.00
9	Sanitary Sewer Services	143	EA	\$ 1,200.00	\$ 171,600.00
10	Pump Station (20' Deep)	1	LS	\$ 300,000.00	\$ 300,000.00
11	Abandon Septic Tanks	129	EA	\$ 3,500.00	\$ 451,500.00
PART 2 SANITARY SEWER SYSTEM SUBTOTAL:					\$ 2,154,477.00

PART 3 RESTORATION					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
12	Road Repair	21,044	SY	\$ 35.00	\$ 736,540.00
13	General Restoration	8,283	LF	\$ 25.00	\$ 207,075.00
PART 3 RESTORATION SUBTOTAL:					\$ 943,615.00

BID SUMMARY					
PROJECT SUBTOTAL:				\$	3,307,092.00
25% Contingency:				\$	826,773.00
PROJECT TOTAL:				\$	4,133,865.00

EXHIBIT C- Area 2

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST FOR RESIDENTIAL CONSTRUCTION

San Souci Gravity Sewer

01/2020

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A.	General				
1	Road Reconstruction	3824	LF	\$100.00	\$382,400.00
2	Survey	3,824	LF	\$15.00	\$57,360.00
3	Dewatering	3,824	LF	\$80.00	\$305,920.00
					\$745,680.00
B.	DRAINAGE				
1	12"x18" ERCP	105	LF	\$35.00	\$3,675.00
2	24"x38" ERCP	50	LF	\$41.00	\$2,050.00
3	Catch Basin	4	EA	\$2,750.00	\$11,000.00
4	12'x18' MES	1	EA	\$1,800.00	\$1,800.00
					\$18,525.00
C.	SANITARY SEWER CONSTRUCTION				
1	8" PVC Sanitary Sewer (0-6' Cut)	931	LF	\$30.00	\$27,930.00
2	8" PVC Sanitary Sewer (6-8' Cut)	1,500	LF	\$40.00	\$60,000.00
3	8" PVC Sanitary Sewer (8-10' Cut)	729	LF	\$50.00	\$36,450.00
4	8" PVC Sanitary Sewer (10-12' Cut)	664	LF	\$60.00	\$39,840.00
5	Manhole 4' Diameter (0-6')	7	EA	\$5,000.00	\$35,000.00
6	Manhole 4' Diameter (6-8')	4	EA	\$5,600.00	\$22,400.00
7	Manhole 4' Diameter (8-10')	2	EA	\$8,500.00	\$17,000.00
8	Manhole 4' Diameter (10-12')	1	EA	\$9,100.00	\$9,100.00
9	6" Single Sewer Service	48	EA	\$1,200.00	\$57,600.00
					\$305,320.00
				Total	\$1,069,525.00
	Septic Abandonment and Individual Connections	48	EA	\$4,000.00	\$192,000.00
	Mobilization 10% of Total				\$106,953.00
	Maintenance of Traffic 5% of Total				\$53,477.00
				Sub Total	\$1,421,955.00
	30% of Contingency				\$426,587.00
	Total Construction Cost				\$1,848,542.00

EXHIBIT D-1

SPECIAL SERVICE CHARGE TO THE SUN VILLAGE subdivision –

In addition to the other rates and charges contained in this Tariff, customers in the Sun Village subdivision are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers.

Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years with an interest rate of 4.0% annum.

The charges are set forth below:

Single Family Unit One Time Payment: \$3,584

Monthly Amortization: \$17.11

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Sun Village customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

EXHIBIT D-2

SPECIAL SERVICE CHARGE TO THE LAKES OF SAN SOUCI subdivision –

In addition to the other rates and charges contained in this Tariff, customers in the Lakes of San Souci subdivision are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers.

Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years with an interest rate of 4.0% annum.

The charges are set forth below:

Single Family Unit One Time Payment: \$4,948

Monthly Amortization: \$23.62

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Lakes of San Souci customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

**AMENDMENT 1 TO SEPTIC REPLACEMENT AND
GROUNDWATER PROTECTION AGREEMENT**

Between

BONITA SPRINGS UTILITIES, INC.

And

CITY OF BONITA SPRINGS, FLORIDA

THIS AMENDMENT 1 TO SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT (hereinafter "Amendment 1"), made and entered into this _____ day of _____, 2024, by and between **CITY OF BONITA SPRINGS**, an incorporated municipality of the State of Florida (hereinafter "City"), and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation (hereinafter "BSU"); (City and BSU are hereinafter together referred to as "Parties").

WHEREAS, on February 15, 2023, the City and BSU entered into that certain Septic Replacement and Groundwater Protection Agreement (hereinafter "Agreement"); and

WHEREAS, the grant funding obtained by the City from the State of Florida, Department of Environmental Protection ("FDEP") Wastewater Grant Program Fiscal Year 2021-22 ("Grant Funds") has been increased by FDEP to the amount of Three Million Nine Hundred Eleven Thousand Seven Hundred Fifty Dollars (\$3,911,750). The increased Grant Funds are allocated as Two Million Four Hundred Seventy-Four Thousand Two Hundred Fifty Dollars (\$2,474,250) for Sun Village (Area 1) and One Million Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,437,500) for Lakes of San Souci (Area 2) to extend central wastewater treatment service to the Sun Village area and the Lakes of San Souci area currently primarily served by on-site sewage treatment and disposal systems (septic tanks), as more particularly described on Exhibits "A-1" and "A-2" of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement by this Amendment 1 to provide for the additional Grant Funds made available as a result of the City obtaining additional grant funding from the FDEP.

NOW, THEREFORE, for good and valuable consideration including the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Section 3 of the Agreement is hereby revised to the following:
 3. The FDEP Grant Funds require a one-to-one match. The City and BSU shall together contribute a total sum of Two Million Four Hundred Seventy-Four Thousand Two Hundred Fifty Dollars (\$2,474,250) to the Grant Funds for the Area 1 Utility Work and One Million Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,437,500) to the Grant Funds for the Area 2 to be shared one-half each in the manner set forth below.
3. Section 4 of the Agreement is hereby revised to the following:
 4. The City will be responsible for application and payment of the Grant Funds from FDEP and include the Grant Funds portion in its payment to BSU as Utility Work is completed. Based on the Cost Estimate, including the Grant Funds, the City shall pay BSU the sum of Three Million Seven Hundred Eleven Thousand

Three Hundred Seventy-Five Dollars (\$3,711,375) for the Area 1 Utility Work and the sum of Two Million One Hundred Fifty-Six Thousand Two Hundred Fifty Dollars (\$2,156,250) for the Area 2 Utility Work ("City Contribution"). Inclusive of the Grant Funds, the City Contribution comprises seventy five percent (75%) of the Cost Estimate. The remaining twenty five percent (25%) shall be paid for by BSU, subject to reimbursement through a special service charge to be paid by the customers receiving service at the Properties.

4. In the third line of Section 5 of the Agreement, the phrase "Section Seven" is revised to "Section Eight."
5. In Section 16 of the Agreement, John Jenkins, Executive Director, is hereby revised to Andy Koebel, Executive Director, with the email akoebel@bsu.us.

The terms of this Amendment 1 form a part of the Agreement and shall control and take precedence over any and all terms, provisions and conditions of the Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. Defined terms set forth in this Amendment 1, as indicated by initial capitalization, shall have the meaning attributed to them in the Agreement, unless otherwise defined herein. All of the other terms, provisions and conditions of the Agreement, except as expressly amended and modified by this Amendment 1, shall remain unchanged, are hereby ratified and confirmed and shall remain in full force and effect. This Amendment 1 may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic transmission of this Amendment 1 shall be acceptable and binding upon both parties. This Agreement may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

Mike Sheffield, City Clerk

By:_____
Rick Steinmeyer, Mayor

APPROVED AS TO FORM:

Derek P. Rooney, City Attorney

Attest:

BONITA SPRINGS UTILITIES, INC.

James Murphy, Secretary

By:_____
Richard Garner, President

ITEM TITLE: Appointment of a member to the Tree Advisory Board.

REQUESTOR: Mayor Rick Steinmeyer; Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

Created in 2006, the Tree Advisory Board (TAB) consists of seven members, a majority of whom must live within the City. The TAB is responsible for making recommendations to City Council for the protection of grand tree specimens and the designation and preservation of tree canopy roadways. The TAB also reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. In addition, the TAB works to maintain the City's 'Tree City USA' designation.

Three vacancies currently exist on the Tree Advisory Board. Current membership is as follows: Jack Brown, Chairman; Phil Buck; David Dore-Smith and Barbara Ogle.

Attached is an application and resume submitted by Mr. Andrew McAuley for membership on the Tree Advisory Board. Mr. McAuley resides in the City of Bonita Springs, District 4. If approved, his term will be for three years, to expire December 31, 2027.

STAFF RECOMMENDATION:

Approve Resolution appointing Andrew McAuley to a three-year term on the Tree Advisory Board.

ATTACHMENTS:

1. Draft Resolution
2. Application and resume submitted by Andrew McAuley

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS TREE ADVISORY BOARD, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, pursuant to Ordinance 06-10 as amended by Ordinance 06-16, created a Tree Advisory Board consisting of seven members, a majority of whom must reside within the City; and

WHEREAS, three vacancies currently exist on the Tree Advisory Board; and

WHEREAS, Mr. Andrew McAuley, a resident of the City of Bonita Springs, District 4 has applied to serve on the Tree Advisory Board.

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

1. Mr. Andrew McAuley is hereby appointed to the Tree Advisory Board, for a 3-year term to expire on December 31, 2027.
2. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of September 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

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

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

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

City Council District # 4

DATE: 12/1/23

PLEASE COMPLETE ALL SECTIONS		
NAME: <u>MCAULEY</u>	NAME: <u>ANDREW</u>	NAME: <u>T</u>
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>25624 TROPIC ACRES DR</u>	<u>BONITA SPRINGS</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
<u>10600 JOLEA AVE</u>	<u>BONITA SPRINGS</u>	<u>34135</u>
Street	City	Zip Code
MAILING ADDRESS:		
<u>25624 TROPIC ACRES DR</u>	<u>BONITA SPRINGS</u>	<u>34135</u>
Street	City	Zip Code
PHONE NO. <u>(239) 304-0030</u> CELL PHONE # <u>(516) 647-9699</u>		
Home		Business
E-MAIL ADDRESS: <u>ANDREW.M@ETEFLOIDA.COM</u>		
FAX:		

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

TREE ADVISORY BOARD

NAME OF ADVISORY COMMITTEES

OCCUPATION: SENIOR ENVIRONMENTAL CONSULTANT/CONSULTING MANAGER

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: 25624 TROPIC ACRES DR

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

My qualifications to be eligible are as follows:

I HAVE BEEN IN THE ENVIRONMENTAL CONSULTING INDUSTRY FOR 15 YEARS,
6 OF THOSE YEARS HAVE BEEN HERE IN SWFL.

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

EARTH TECH ENVIRONMENTAL LLC

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

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

I understand that:

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


Signature

12/1/23
Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:

OR

RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

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



Mr. McAuley joined Earth Tech Environmental, LLC (ETE) in 2017 and brings with him 8 years of experience working as a Hydrogeologist II and Environmental Consultant in New York State prior to moving to Florida. Andrew graduated from Hofstra University with a Bachelor of Science Degree in Geology. Since joining ETE he has been able to apply his past experience from New York on a variety of projects as well as become extensively familiar with Ecological based assessments and agency regulations.

Relevant Experience

Andrew's extensive background includes Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Phase III remedial oversight, AST/UST removal, Soil/Groundwater/Indoor Air Quality sampling reporting, Mold/Lead/Asbestos sampling and remedial protocol reporting. In New York Andrew has overseen various projects including Brownfields sites, Landfill Gas Extraction System installation, Monitoring Well/Remediation System Installation/Maintenance, and multiple Chemical/Petroleum/Bio-Hazard Waste Cleanup projects.

Since joining ETE Andrew has expanded his experience into Ecological Assessments such as Protected Species Surveys, Wetland Determinations, Vegetation/Hydrology Monitoring, Submerged Resource Surveys, and Environmental Resource Permitting.

ANDREW MCAULEY

Senior Environmental
Consultant

e: andrewm@eteflorida.com
t: 239.304.0030
m: 516.647.9699

Years' Experience

15 years

Education/Training

B.S. Geology
Hofstra University
(2006)

Lamont-Doherty Earth
Observatory Intern
Columbia University
(2004)

Professional Affiliations

Florida Association of
Environmental Professionals
(FAEP)

Andrew's work experience includes:

Phase I ESAs	Project Management/Coordination
Phase II ESA Sampling/Reporting	Wetland Jurisdictional Determinations
Phase III Remedial Oversight/Reporting	Wetland Mapping/Flagging
Chemical/Petroleum/Bio-Hazard Cleanup	Vegetation Monitoring
Monitoring Well Installation/Maintenance	Protected Species Surveys
Air-Sparge/Soil Vapor Extraction Systems	Bonneted Bat Surveys
Groundwater Assessments	Gopher Tortoise Surveys
Indoor Air Quality Assessments	GIS Mapping
Contaminated Soil Assessments	Bald Eagle Monitoring
Waste Classification Management	Ecological Assessments
Turbidity Monitoring	Environmental Resource Permitting
Mold/Lead/Asbestos Assessments	Exotic Plant Treatment/Removal
AST/UST Removal	Submerged Resource Surveys
Mangrove Monitoring	Seagrass Surveys

Relevant Certifications/Credentials

SDI Open Water SCUBA Diver, SCUBAdventures, 2018
Nitrox Certified Diver, SCUBAdventures, 2018
Florida Fish and Wildlife Conservation Commission Authorized Gopher Tortoise Agent
(Permit No: GTA-19-00093)



ITEM TITLE: Approve a special event permit for the Bonita Springs Downtown Alliance to utilize City greenspace adjacent to the sidewalk edge, to set up tables for their Trick or Treat event on Thursday October 31, 2024.

REQUESTOR: Lora Taylor, Communications & Facilities Director

AGENDA: Consent

STRATEGIC PRIORITY: Strengthen/Enhance Council Relations

BACKGROUND:

The Bonita Springs Downtown Alliance is requesting permission to set up tables at the edge of the Banyan Tree greenspace/sidewalk and edge of the sidewalk/ Riverside Park greenspace during their Trick or Treat Event scheduled for Thursday, October 31st, 2024, from 5:00 p.m. to 9:00 p.m. The applicant is requesting 10 ft of sidewalk/edge of greenspace. A list of businesses setting up tables on the space must be approved by city staff.

The applicant has been notified that the city will be hosting a downtown Halloween Stroll and that both the Banyan Tree Lot and Riverside Park area will be decorated for Halloween. There will also be music broadcast nightly.

Staff recommends not permitting the amplified sound to exceed 65 dB from the point of the closest residence during the duration of the event.

STAFF RECOMMENDATION: Approve a special event permit for the Bonita Springs Downtown Alliance to utilize City greenspace adjacent to the sidewalk edge, to set up tables for their Trick or Treat event on Thursday October 31, 2024.

ATTACHMENTS:

1. Special Event Application
2. Layout

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP-_____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☐ \$25.00 (501C3 organizations)

Fee is non-refundable

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

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

Organization: Bonita Springs Downtown Alliance

Nature of Event: Trick or Treat

Location (Attach Site Plan): Old 41 from Tennessee St to Wilson St

Date

Set-Up Time

Actual Event Times

Take Down Time

10-31-24

3:00

to 5:00 pm

to 5:00 - 9:00 pm

to 9:00 pm - 10:00

For multiple dates, please attach letter.

Has this event been held in the past? Yes

If so, when was the last event? 10-31-23

Individual Contact for Activity/Event: Zach Smith

Phone: 239-272-9484

Address: 10441 Parkhouse Lane

Website: _____

E-Mail Address: info@ceremonybrewing.com

Major Sponsor(s): N/A

Promoter(s): B.S. Downtown Alliance

Phone or Contact #: _____

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

Yes ☒

No ☐

Actual Anticipated number: TPD

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

☒

☐

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

☐

☒

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

☐

☒

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

Yes + No

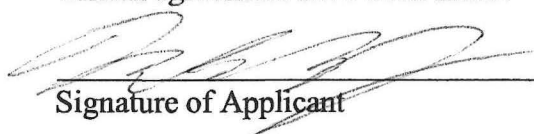
No larger than 10' x 10'

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 15. Sanitary Facilities: | | |
| Will temporary sanitary facilities be provided? <u>If yes, indicate location on site plan.</u> | ☐ | ☒ |
| Will disposable cardboard trash receptacles be provided? <u>If yes, indicate on site plan.</u> | ☐ | ☒ |
| Will additional refuse containers/dumpsters be provided? | ☐ | ☒ |
| If yes, by whom: _____ | | |
| 16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs <u>as additional insured</u> . If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage. | | |
| 17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area. | | |

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

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

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


8/30/24

 Signature of Applicant Date

Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.

8/30/24

To Whom it may concern,

The Bonita Springs Downtown Business Alliance (501c3) is seeking city sponsorship for our Annual City ide Trick or Treat to be held on October 31st, 2024, from 5:00-9:00pm.

About the event:

This event was born out of necessity, to create a safe trick or treating environment for the families of Bonita Springs. Many of our neighborhoods have inadequate sidewalks and lighting and therefore our families are driving to other communities to trick or treat. This is why we set out to create a safe, free, family friendly trick or treating experience utilizing our beautiful Old 41. The event is primarily set up on private property. The businesses along old 41 set up decorated tables along the sidewalk and handout candy. These businesses along old 41 also allow other businesses to set up and participate. It is completely free for families to attend and completely free for businesses to participate. There are no fees and no transactions of any kind. Last year we had over 30 businesses and organizations including Bonita Springs Fire, LCSO, and Bonita Springs Elementary participate. The event was a resounding success and a new tradition for Bonita Springs.

Our Request:

As sated this event is primarily set up on private property, however as the event grows, we are running out of space on Private Property. Furthermore, the city owns both sides of Old 41 at Riverside Park and the Banyan Tree Lot. With no tables through this block many families think the event has ended and turn around. We are asking the city to allow us to utilize the space to accommodate more businesses, to allow businesses to set up folding tables along the Old 41 portion of sidewalk at Riverside Park and The Banyan Tree Lot. This would keep a steady and consistent flow of participating businesses handing out candy. We only request about 10 feet of land from the edge of the sidewalk. If the city would waive the rental fees to support this event it would be a great service to our community.

We thank you for your time and consideration and hope that you will choose to support this event.

Kindly,

Zach Smith

Owner/Brewer of Ceremony Brewing

Bonita Springs Resident

Bonita Springs Downtown Alliance Member

239-272-9484



Old 41 Rd

Old 41 Rd

Old 41 Rd

Old 41 Rd

Google

P Bonita Beach

verside Park
Popular site for
community events



Bonita Springs Downtown
Alliance presents:

TRICK OR TREAT

DOWNTOWN BONITA SPRINGS



OCT
31
5 - 9 PM

A FRIGHTFULLY FUN NIGHT OF TRICK-OR-TREATING
DOWN OLD 41 RD: FROM DEAN ST. TO WILSON ST.

FREE • FAMILY FRIENDLY • CANDY & TREATS

ITEM TITLE: Discussion regarding Bonita Springs Elementary School renovation.

REQUESTOR: Council Member Fullick; Council Member Purdon

AGENDA SECTION: Mayor and City Council Member Items

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

On June 24, 2024, City Council provided a letter (attached) to the School District of Lee County to express the importance of the Bonita Springs Elementary School to our community and advocate for its protection and conservation.

Council Member Fullick and Council Member Purdon have separately requested that an item be placed on the September 18, 2024 City Council meeting agenda to discuss the School District's renovation plans for the Elementary School, and Council's next steps.

A copy of the School District's 135-page architectural study is on file in the City Clerk's office.

RECOMMENDATION: Discuss the Bonita Springs Elementary School renovation and Council's next steps.

ATTACHMENTS:

1. Letter sent 6/24/24 from City Council to the School District of Lee County.

REVIEWERS:

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



June 21, 2024

Chairman Sam Fisher
The School District of Lee County
2855 Colonial Boulevard
Fort Myers, FL 33966

Dear Chairman Fisher,

I am writing to you on behalf of myself and the entire Bonita Springs City Council to express our deep concern regarding the future of Bonita Springs Elementary School. We feel compelled to advocate for the protection and conservation of this significant landmark, while continuing to support and work with the Lee County School District to provide quality education and infrastructure for all students in Bonita Springs.

The importance of this school to our community cannot be overstated. It began educating our children in 1921 and has educated many of Bonita Springs' leaders, past and present. This is one of the few remaining ties to our founding and the original town of Survey.

Bonita Springs Elementary School holds immense historical and architectural value to our community. Its historical and architectural significance, unique design elements, associated historical events, and cultural relevance make it a cornerstone of our local history and identity.

We have been informed of the potential redevelopment plans, some of which may compromise the listing on the National Historic Register.

The City of Bonita Springs would like to jointly advocate with the Lee County School District to accomplish three goals to preserve Bonita Springs Elementary School, which has always been considered a vital resource that speaks to the heart of our community:

- Preserve the architectural facade, footprint, and floor plan of the historic structures
- Preserve the designation on the National Historic Register of Historic Places
- Advocate for the most advanced technology to educate the future leaders of our City

We strongly believe that with careful planning we can find solutions that allow for progress while preserving our heritage and providing quality education in the same neighborhood.

We wish to ensure Bonita Springs Elementary School, a historic resource and educational facility, remains a vital part of our community for future generations.

We appreciate and thank you for your attention to this matter and we look forward to future discussions and working together to protect and preserve this important resource that is essential to the legacy of Bonita Springs.

Sincerely,

Rick Steinmeyer, Mayor

c: Bonita Springs City Council
Arleen Hunter, City Manager
Matt Feeney, Assistant City Manager

Dr. Adam Molloy
Derek Rooney, City Attorney
John Dulmer, Director Community Dev.

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

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150