



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

City of Bonita Springs City Council Meeting Agenda

**August 5, 2026
5:30 p.m.**

To address the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers.

To submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., August 5, 2026.

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on July 15, 2026.
 - B. Approve a Resolution to engage a firm for the City’s Stormwater Master Plan Update (RFP 26-09) and authorize staff to enter into negotiations with the number one ranked firm, Halff Associates. (Green Sheet 26-08-124)
 - C. Approve Florida Division of Emergency Management Hazard Mitigation Grant Management contract agreement for Imperial Shores Neighborhood Elevation Project. (Green Sheet 26-08-125)
 - D. Approve Change Order No. 6 for the Goodwin Street Pedestrian and Drainage Improvements Project. (Green Sheet 26-08-129)

- E. Approve Amendment #2 to the Lee County Recovery and Resiliency Planning Program for U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery grant award for the City’s Park Master Plan providing a time extension. (Green Sheet 26-08-130)

- Opportunity for City Council Comments on Consent Agenda

7. Presentations:

- A. Presentation regarding the two (2) independent appraisal reports for the Seminole Gulf Railway Corridor, and consideration of acceptance of the appraisal reports. (Green Sheet 26-08-126)

8. Mayor and Council Member Items:

- A. Discuss moving forward with paving Kent Road, from East Terry Street to Bonita Nature Place, and provide direction to staff. (Fitzpatrick, Green Sheet 26-08-127)
- B. Request for authorization to coordinate directly with Lee County officials on traffic management efforts and future improvements along Bonita Beach Road and Bonita Grande Drive. (Fitzpatrick, Green Sheet 26-08-128)

9. City Attorney Items:

- A. Repayment of BG Mine Impact Fees. (Green Sheet 26-08-131)

10. City Manager Items:

- A. Update on the Fiscal Year 2026-2027 draft budget. (Green Sheet 26-08-123)

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
City Council

Draft Meeting Minutes

July 15, 2026

9:00 a.m.

1. Call to Order

In the physical absence of Mayor Gibson and Deputy Mayor Purdon, Acting City Attorney Kaylee Tuck called the meeting to order at 9:00 a.m., and, pursuant to Robert's Rules of Order, opened the floor for nominations to select a presiding officer. Council Member Carr and Council Member Corrie placed their names into nomination. With no further nominations, Ms. Tuck closed the floor, and the City Clerk conducted a roll call vote, recorded as follows: Council Member Carr - 3 votes; Council Member Corrie - 2 votes. Ms. Tuck announced that Council Member Carr, having received the majority vote, would preside over the meeting.

2. Invocation - *Provided by Pastor Riley Grandell of Gulfshore Church.*

3. Pledge of Allegiance

4. Roll Call

The City Clerk called the roll:

*Present: 5 Council Member Bogacz, Council Member Carr, Council Member Corrie,
Council Member Fullick, Council Member Fitzpatrick*

Remote: 2 Mayor Gibson (via Zoom), Deputy Mayor Purdon (via Zoom)

Absent: 0

*Council Member Carr motioned to permit Mayor Gibson and Deputy Mayor Purdon to participate and vote remotely in the meeting; Seconded by Council Member Corrie. **The motion carried 5-0.***

5. Public Comment on Agenda Items – None

6. Consent Agenda Items:

*Council Member Corrie motioned to approve the consent agenda; Seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

A. Approve Minutes from the City Council Regular Meeting held on June 17, 2026.

B. Approve Minutes from the City Council Budget Workshop held on June 17, 2026.

- C. Approve the Fifth Amendment to the Agreement with Florida Gulf Coast University (FGCU) for the Bonita Water Steward position at FGCU's Vester Field Station. (Green Sheet 26-07-112)
- D. Approve the Twentieth Addendum to the Second Agreement with the Lee County Sheriff for Enhanced Law Enforcement Services. (Green Sheet 26-07-113)
- E. Approve amendment #1 to the FEMA Hazard Mitigation Grant Program - COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement #2026-001, extending the property acquisition closing date from July 31, 2026 to September 30, 2026. (Green Sheet 26-07-115)
- F. Approve amendment #2 to the Berry, Dunn, McNeil & Parker, LLC contract providing for a time extension to complete the Parks Master Plan. (Green Sheet 26-07-116)
- G. Approve amendment #1 with Infrastructure Consulting and Engineering for Construction Engineering and Inspection (CEI) Services for the East Terry Street Stormwater and Multi-Use Project. (Green Sheet 26-07-117)
- Opportunity for City Council Comments on Consent Agenda

Council Member Fitzpatrick addressed Consent Agenda Item 6C, requesting a brief water-quality update be presented to Council within 30 - 60 days.

7. Presentations:

- A. **Presentation of audited financial statements for the fiscal year ended September 30, 2025 by Jeff Brown, CPA, partner with the audit firm of Ashley, Brown & Smith, CPAs.** (Green Sheet 26-07-114)

Finance Director Lisa Griggs-Roth introduced Jeff Brown, CPA, a partner with the audit firm Ashley, Brown & Smith, CPAs, who presented the principal conclusions of the firm's independent audit of the City's financial statements for the fiscal year ending September 30, 2025. Mr. Brown reported that the audit resulted in no findings and that the firm issued an unmodified opinion, the highest level of assurance an auditor can provide. (Audit report on file in the Clerk's office).

8. Mayor and Council Member Items:

- A. **Discussion regarding submitting an entry for the 2026 Great Places in Florida Award Contest.** (Gibson, Green Sheet 26-07-122)

*Mayor Gibson led the discussion, noting that the Florida Chapter of the American Planning Association is currently accepting nominations for its annual Great Places in Florida Award Contest, the theme of which is "Great People-Focused Places." He expressed an interest in submitting an entry nominating Downtown Bonita Springs. City Manager Hunter stated that while there is no fee associated with submitting a nomination, staff would require formal Council direction in order to proceed. Council Member Carr motioned to direct staff to prepare and submit the nomination, Seconded by Council Member Fullick. **The motion carried unanimously.***

9. City Attorney Items: No report

10. City Manager Items:

A. Presentation of the May Financial Report and discussion of Fiscal Year 2026-2027 budget.

(Green Sheet 26-07-118)

Finance Director Lisa Griggs-Roth presented the May financial report and reviewed the timeline for the FY 2026–27 budget process, noting that two public hearings are scheduled: the first on September 9 at 5:30 p.m., and the second on September 23 at 5:30 p.m. Her presentation also included a review of the July 1 preliminary real estate taxable value provided by the Property Appraiser, which reflected a 1.39% increase over the June 1 estimate.

Mayor Gibson discussed the annual Halloween Trick-or-Treating Event hosted by the Downtown Business Alliance. He noted that attendance has grown substantially, prompting the Sheriff's Office to request closure of Old 41 Road during the event. Because the Downtown Business Alliance cannot absorb the cost associated with road closure, he proposed that the City assume responsibility of the event in partnership with the Alliance, and include funding for the event in next year's budget. City Manager Hunter estimated the City's cost at approximately \$15,000, covering deputy and City staff time and rental barricades.

Council Member Fitzpatrick suggested that the Downtown Business Alliance pursue private sponsorships prior to the 2027 event. Council Member Fullick stated that it is unfair for the Alliance to bear the expense of a growing community event and identified the underlying issue as the absence of a city-dedicated chamber of commerce. City Manager Hunter noted that funds are available within the economic development budget line-item and staff will review potential reallocation to cover the cost of the 2026 road closure. Council concurred.

B. Adopt proposed millage rate for Fiscal Year 2026-2027. (Green Sheet 26-07-119)

*Council Member Corrie motioned to adopt the preliminary millage rate for Fiscal Year 2026-27 at the prior year rate of 0.8470; Seconded by Council Member Fitzpatrick. **The motion carried unanimously.***

C. Approve a Resolution to establish the Fiscal Year 2026-2027 Annual Stormwater Assessment Fee.

(Green Sheet 26-07-120)

*Council Member Carr motioned to approve as proposed; Seconded by Council Member Corrie. **The motion carried 6-1 (Deputy Mayor Purdon opposed).***

D. Presentation of Community Development activity reports. (Green Sheet 26-07-121)

Reports presented by John Dulmer, Director, Community Development Department.

11. Mayor and Council Member Reports

The Mayor and Council Members expressed sorrow over the passing of two foundational figures in the City's history - former Mayor and Council Member Jay Arend and former Council Member Alex Grantt - recognizing the lasting impact of their service and legacy, and extending condolences to their families.

The Mayor and Council Members also remarked on the outstanding turnout and success of the City's Fourth of July celebration commemorating the nation's 250th anniversary, and expressed gratitude to all who contributed to the event's planning and execution.

Mayor Gibson - Reported that he submitted a letter addressed to 'future citizens' for enclosure in the regional Semi-quincentennial time capsule, along with photos from the City's celebration. Copies were distributed to Council Members.

Jim Fitzpatrick - Suggested providing residents with an educational summary of the 2026-27 budget, outlining how tax dollar are allocated on their behalf.

Council Member Corrie - Reported that the Wonder Gardens is launching a fundraising initiative involving the sale of engraved bricks, noting that the initiative will require Council review and approval at a future meeting.

12. Public Comment

Jim Weeks - Commented on his family's historic Fish Camp, expressing appreciation to London Bay for allowing public access at the new Saltleaf Marina, and to the Mayor and Council for honoring his family's history.

13. Adjournment - *There being no further business, the meeting adjourned at 10:10 a.m.*

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve a Resolution to engage a firm for the City's Stormwater Master Plan Update (RFP 26-09) and authorize staff to enter into negotiations with the number one ranked firm, Halff Associates.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: On June 23, 2026, the City received six (6) sealed Letters of Interest for the City's Stormwater Master Plan Update RFP 26-09.

On June 30, 2026, the Selection Committee met to evaluate the submittals. After review, the committee short-listed four (4) of the firms and recommended that they prepare presentations. The committee met on July 20 and July 21, 2026, and heard presentations. Following the presentations, the firms were ranked in the following order:

1. Halff Associates
2. Kimley-Horn and Associates
3. Kisinger, Campo & Associates
4. JR Evans Engineering

Funding of \$800,000 is budgeted in the Citywide Stormwater Master Plan Update Capital Improvement line item 30.250.538.6366.

STAFF RECOMMENDATION: Staff recommends approving a Resolution authorizing staff to enter into negotiations with Halff Associates for a contract for the City's Stormwater Master Plan Update. Upon the completion of negotiations, the contract will be presented to Council for approval.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield
Dept. Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 26 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF FOUR (4) FIRMS FOR THE CITY'S STORMWATER MASTER PLAN UPDATE RFP 26-09 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM, HALFF ASSOCIATES.

WHEREAS, the City advertised for the City's Stormwater Master Plan Update and received six (6) qualified and experienced submittals; and

WHEREAS, the Selection Committee met, shortlisted four (4) firms, heard presentations, and ranked the firms in the following order:

1. Halff Associates
2. Kimley-Horn and Associates
3. Kisinger, Campo & Associates
4. JR Evans Engineering

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

Section 1. The Selection Committee's recommendation to rank the four (4) firms as enumerated above and engage Halff Associates for the City's Stormwater Master Plan Update RFP 26-09 is hereby approved.

Section 2. Staff is hereby authorized to enter into negotiations with the number one ranked firm, Halff Associates.

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 5th day of August, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

ITEM TITLE: Approve Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Management (HMGP) contract agreement for Imperial Shores Neighborhood Elevation Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City submitted a grant application in August 2023 to the Florida Division of Emergency Management (FDEM) for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Management Program (HMGP) funding to elevate houses located in Bonita Springs. The grant application is a result of the Hurricane Ian disaster in September 2022. The houses identified in the application sustained significant flooding as a result of the storm and are either located in a Special Flood Hazard Area (SFHA), flood prone areas or designated a repetitive loss/severe repetitive loss property.

The agreement allows the City to elevate four (4) of the identified twenty-seven (27) structures in the Imperial Shores Neighborhood. The remaining twenty-three (23) structures are under a separate contract approved by City Council at the June 3, 2026 meeting. The FEMA Elevation Program provides seventy-five (75) percent of the funding to elevate the houses with the property owner contributing the remaining twenty-five (25) percent.

Staff will solicit for elevation contractors to provide a turnkey service that will include the elevation of the structure to the base flood elevation plus two (2) feet of freeboard, i.e., most elevations will be a minimum of ten (10) feet above the existing ground. Elevation contractor services will also include structural inspections, boundary survey, geotechnical assessment, construction plans, permitting, disconnect/reconnect of all utilities, installation of medically-necessary lift platforms, 2 sets of stairs (front and rear) for access, post-improvement elevation certificates, archaeological monitoring services, etc.

The total project cost for the Imperial Shores Neighborhood will be \$1,531,414.00 with \$1,148,560.50 (75%) funding from FEMA and \$382,853.50 (25%) from the property owners. The contract also includes \$76,570.70 for sub-recipient management cost. The project is identified in the City's Capital Improvement Plan (CIP) and will be set up in the upcoming budget year.

STAFF RECOMMENDATION: Approve Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Management (HMGP) contract agreement for Imperial Shores Neighborhood Elevation Project.

ATTACHMENTS:

- 1) FDEM Elevation Contract

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield
Dept. Director:	Matt Feeney

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

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4673-051-R
PROJECT TITLE:	City of Bonita Springs, Imperial Shores Neighborhood, Elevation
CONTRACT #:	H1367
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Elly McKuen Senior Project Manager 9101 Bonita Beach Road Bonita Springs, Florida 34135

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3345 or email me at Sydney.Andersen@yagroup.com.

Agreement Number: H1367
Project Number: 4673-051-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Bonita Springs
Sub-Recipient's unique entity identifier (UEI/FEIN):	LLWSKDMXTCJ8 / 593649914
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 9, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	\$1,132,153.60
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$1,186,845.85
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$1,186,845.85
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Sydney.Andersen@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bonita Springs, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Sydney Andersen
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-328-3345
Email: Sydney.Andersen@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Elly McKuen
Senior Project Manager
9101 Bonita Beach Road
Bonita Springs, Florida 34135
Telephone: 239-949-6262
Email: Elly.mckuen@cityofbonitasprings.org

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 9, 2026, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,132,153.60**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671

Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$1,132,153.60**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate four single-family residences located in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-051-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Bonita Springs, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to four single-family residences located in Bonita Springs, Florida, 34134.

The scope of work of the proposed project shall elevate the existing structures above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. These residential properties are prone to flooding during hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA). The scope of work shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Due to a homeowner's medical need, the structure at 4826 Tarpon Avenue, Bonita Springs, Florida 34134, shall require a platform lift for access to the elevated living area. A professional engineer shall verify that the homes are structurally sound and can withstand elevation. The proposed mitigation project aims to significantly reduce or even eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

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

Project Locations:

ID#	Address	Coordinates
1)	[REDACTED] Gary Road, Bonita Springs, Florida 34134	26.33190, -81.82850
2)	[REDACTED] Regal Drive, Bonita Springs, Florida 34134	26.33307, -81.82840
3)	[REDACTED] Riviera Circle, Bonita Springs, Florida 34134	26.33484, -81.81768
4)	[REDACTED] Tarpon Avenue, Bonita Springs, Florida 34134	26.33552, -81.82847

TASKS & DELIVERABLES:

A) Tasks:

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

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

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

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

- 2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's

specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

- a) Local Building Official Building Permit.
 - b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
 1. Certifying that the structure is code-compliant.
 - c) A Copy of the Elevation Certificate before mitigation, if available.
 - d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.
 - e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.
 - f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.
 - g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
 - h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."
 - i) Letter or documentation stating if prehistoric or historic artifacts, human remains, archaeological features or deposits were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - j) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

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

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

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

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

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

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

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of four single-family residences located in Bonita Springs, Florida 34134, to include building site and preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

- 4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protective requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the findings shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Section 872.05, Florida Statutes***.

- 5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) A copy of the recorded deed amendment for each property as required by HMA Guidance.
- 9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirms that the project will be in compliance with the current local floodplain management ordinance.
- 10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

- 11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.
- 12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.
- 14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.
- 15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.
- 16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.
- 17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.
- 18) Verification of flood insurance policy for each structure.
- 19) Close out of structural elevation project, the Sub-Recipient shall provide:
 - a) Updated property information for each location.
 - b) A Certificate of Occupancy, certifying that each structure is code-compliant.
 - c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.
- 20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.
- 21) Special Conditions required for the implementation of project:
 - a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required: No**
 - b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic

Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

- c) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245- 6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
- 22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.
- 23) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-051-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	1	Month
Permitting:	1	Month
Construction / Installation:	14	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	26	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$437,991.00	\$328,493.25	\$109,497.75
Labor:	\$906,544.00	\$679,908.00	\$226,636.00
Fees:	\$113,956.00	\$85,467.00	\$28,489.00
Initial Agreement Amount:	\$1,458,491.00	\$1,093,868.25	\$364,622.75
***Contingency Funds:	\$72,923.00	\$54,692.25	\$18,230.75
Project Total:	\$1,531,414.00	\$1,148,560.50	\$382,853.50
****SRMC			
SRMC:	\$38,285.35	\$38,285.35	
SRMC Total:	\$38,285.35	\$38,285.35	

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

***** This project has an estimated \$72,923.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

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

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$38,285.35 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

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

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

Address Estimated Budget			
ID#	Address	Budget per address	Federal Share
1)	█████ Gary Road, Bonita Springs, Florida 34134	\$395,095.00	\$296,321.25
2)	█████ Regal Drive, Bonita Springs, Florida 34134	\$393,146.00	\$294,859.50
3)	█████ Riviera Circle, Bonita Springs, Florida 34134	\$393,515.00	\$295,136.25
4)	█████ Tarpon Avenue, Bonita Springs, Florida 34134	\$349,658.00	\$262,243.50

Funding Summary Totals

Federal Share:	\$1,148,560.50	(75.00%)
Non-Federal Share:	\$382,853.50	(25.00%)
Total Project Cost:	\$1,531,414.00	(100.00%)
SRMC (100% Federal)	\$38,285.35	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Bonita Springs

REMIT ADDRESS: 9101 Bonita Beach Road

CITY: Bonita Springs STATE: Florida ZIP CODE: 34135

PROJECT TYPE: Elevation PROJECT #: 4673-051-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1367

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL: \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT: \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Bonita Springs PAYMENT #: _____
PROJECT TYPE: Elevation PROJECT #: 4673-051-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1367

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <u> </u>% <i>completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF BONITA SPRINGS

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Bonita Springs **PROJECT #:** 4673-051-R
PROJECT TYPE: Elevation **CONTRACT #:** H1367
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Bonita Springs
Sub-Recipient's Name

H1367
DEM Contract Number

4673-051-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-051-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,132,153.60

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: LLWSKDMXTCJ8

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to four single-family residences located in Bonita Springs, Florida, 34134.

The scope of work of the proposed project shall elevate the existing structures above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. These residential properties are prone to flooding during hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA). The scope of work shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Due to a homeowner's medical need, the structure at 4826 Tarpon Avenue, Bonita Springs, Florida 34134, shall require a platform lift for access to the elevated living area. A professional engineer shall verify that the homes are structurally sound and can withstand elevation. The proposed mitigation project aims to significantly reduce or even eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

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

Project Locations:

ID#	Address	Coordinates
1)	Gary Road, Bonita Springs, Florida 34134	26.33190, -81.82850
2)	Regal Drive, Bonita Springs, Florida 34134	26.33307, -81.82840
3)	Riviera Circle, Bonita Springs, Florida 34134	26.33484, -81.81768
4)	Tarpon Avenue, Bonita Springs, Florida 34134	26.33552, -81.82847

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 a and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

ITEM TITLE: Approve Change Order No. 6 for the Goodwin Street Pedestrian and Drainage Improvements Project.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Management

BACKGROUND:

The Goodwin project requires additional right-of-way throughout the corridor. The City's right-of-way acquisition attorneys, along with their engineering expert, have reviewed the project's design and recommend significant changes to reduce the acquisition impact to residents and reduce right-of-way acquisition costs to the City.

This change of scope, in the amount of \$238,000, will allow the engineer to change the plans and legal descriptions for the properties to be acquired.

Funding is provided in the City's Capital Improvement Plan Goodwin Street Pedestrian and Drainage Improvements Project line item 30.250.541.6327.

STAFF RECOMMENDATION: Approval of Change Order No. 6 for the Goodwin Street Pedestrian and Drainage Improvements Project in the amount of \$238,000.

ATTACHMENTS:

1. Change Order submitted by American Structurepoint

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



M E M O R A N D U M

DATE: 7/16/26

TO: Matt Feeney

FROM: Nick Harrison, Rich Zielinski

RE: 2020.03535-Goodwin Street

CC: File

Matt,

American Structurepoint is requesting a supplemental fee for requested changes to the design and roadway plans based on discussions with the land acquisition team. The road design and plan preparation was essentially complete. With the required changes, we will need be reverting back to 60% plans to revise the design and plans to get approval before then moving ahead to final design. The changes to the design and roadway plans generally consist of the following:

Driveways and Parcel Resolutions

There are the addition of several driveways and two resolutions of parcel discrepancies that are outside the original scope of work. The parcels that are affected are as follows:

- Parcel 101 – Widen Drive and sidewalk offset
- Parcel 102 – Add Drive
- Parcel 104 - Add drive
- Parcel 115 - Add Drive
- Parcel 204 - Widen drive
- Parcel 205/206 - Resolve lot split
- Parcel 207 - Add drive
- Parcel 208 - Add drive
- Parcel 211 - Add drive
- Parcel 212 - Add two drives
- Parcel 216/217 - Resolve drive easement



The addition of these driveways will impact drainage structures, curb lines, locations of landscaping, sidewalk vertical adjustment, proposed right of way limits and easements, and locations of light poles and require redesign and/or adjustments to the current design and plans.

Major Plan Revisions

Sidewalk will be removed on the south side of Goodwin Street between Leitner Road and Matheson Road. Removal of the sidewalk will impact drainage perpetuation, location of landscaping, driveway footprints and vertical tie-ins, proposed right of way and easement limits, and light pole locations and require redesign and/or adjustments to the current design and plans.

Right of Way, Temporary Construction Easements (TCE), Temporary Drainage Easements (TDE)

Right of way limits are to be revised in the plans along most segments of the project length based on requested changes noted above as well as other noted revisions per the request of the land acquisition team. Similarly, several TCE's and TDE's will require revisions in the plans due to requested changes noted above as well as noted revisions per the request of the land acquisition team.

Legal Descriptions

The revisions noted above will require revisions to the previously completed legal descriptions. It is estimated that 35 TCE revisions/additions will be required, 21 TDE revisions/additions will be required, and 43 right-of-way revisions will be required. The previously completed *Right of Way Map* will also need to be revised and recorded.

Additional Survey

Field collection and processing of additional survey was required per a request from the land acquisition team at the following parcels:

- Parcel 101 – Overhang of building and concrete floor slab
- Parcel 107 – Add survey of new barn built
- Parcel 214 – Add front of house at garage location
- Parcel 226 – Add front of house at garage location
- Parcel 203 – Add survey to face of garage and house
- Parcel 206 – Add survey to face of house and carport
- Parcel 212 – Add survey for new driveways
- Parcel 217 – Add survey to face of carport
- Parcel 218 – Add survey to face of house
- Parcel 220 – Add survey to face of house
- Parcel 221 - Add survey to face of house
- Parcel 222 - Add survey to face of house
- Parcel 225 – Add survey to face of house
- Parcel 119 - Add survey to face of house



Additional Sheets Added to Plans

An additional request from the land acquisition team, six (6) more sheets are to be added to the final plan set that include only existing survey features with labeling of existing right of way and miscellaneous appurtenances.

Permit Updates

Permits that were applied for, approved, or expired will need to be evaluated and revised/resubmitted with updated information for coordination and re-approval. These permits include the following:

- SFWMD ERP – Two permits (one for bridge and one for remainder of project)
- New Application for USACE Section 404 permit

Utility Coordination

Utilities will need to be re-coordinated with for updated plans based on request revision. In general, the scope of these services will include recontacting nine (9) utility owners, resubmitting of updated plans to each utility, an additional field meeting, coordination and collaboration of final utility design plans and contract plans for all nine (9) utilities, and recertification and close out of the utility relocation plans.

Update Quantities and Cost Estimate for Request Changes

All necessary quantities will require updating and the construction cost estimate will require updating for the requested changes.

Meetings

A presentation to city council will be required for approval of the requested design changes. The design team will prepare all required presentation material (exhibits and powerpoint) and attend the council meeting.

Supplemental Compensation

The additional fee to accomplish this work is as follows:

Lump Sum Tasks

Right-of-Way Map Revisions - \$10,000
Legal Description and Sketches - \$60,000
Road Design - \$85,000
Utility Coordination - \$20,000
Drainage - \$28,000
Lighting - \$4,000
Landscaping - \$4,800
Environmental - \$2,500
Permitting - \$24,600

Total Fee = \$238,900



AMERICAN
STRUCTUREPOINT
INC.

1 NORTH DALE MABRY HIGHWAY, SUITE 700
TAMPA, FLORIDA 33609
TEL 813.579.5841

Matt, we appreciate your consideration and look forward to getting this project to construction.

Regards,

Nick Harrison

Nick Harrison, PE
Vice President

ITEM TITLE: Approve Amendment #2 to the Lee County Recovery and Resiliency Planning Program for U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery grant award for the City’s Park Master Plan providing a time extension.

REQUESTOR: Elly Soto McKuen, Senior Project Manager; Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 3) Community Aesthetics, 5) Strengthen City Finances, 7) Economic Development

BACKGROUND: The City received a Parks Master Plan planning grant from the Lee County Recovery and Resiliency Planning Program as part of the U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery (HUD CDBG-DR) direct allocation as a result of Hurricane Ian’s devastation to Lee County. A grant award contract for the Parks Master Plan (BSC 24-06-122) was approved by City Council on July 16, 2024, in the grant amount of \$500,000.

Amendment #1 to the Lee County agreement reallocated funds from the Parks Master Plan to the Mobility Plan at the October 15, 2025, City Council meeting.

Amendment #2 will extend the Lee County agreement contract expiration date from August 1, 2026, December 31, 2026, in order for the City’s consultant, Berry Dunn McNeil & Parker LLC to complete the plan development and present the final document for approval by the City Council.

Amendment #2 to the Lee County subrecipient agreement is being prepared by Lee County and will be sent to the City at a later date.

The Parks Master Plan update is budgeted in the Capital Improvement Project account number 30.601.572.3100.

STAFF RECOMMENDATION: Approve Amendment #2 to the Lee County Recovery and Resiliency Planning Program for U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery grant award for the City’s Park Master Plan providing for a time extension.

ATTACHMENTS:

REVIEWERS:

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

ITEM TITLE: Presentation regarding the two (2) independent appraisal reports for the Seminole Gulf Railway Corridor, and consideration of acceptance of the appraisal reports.

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

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

The Trust for Public Land retained two independent appraisal firms to determine the market values of each of the three jurisdictional segments of the 11.4-mile railway corridor (Village of Estero, City of Bonita Springs, and Collier County) and for the property in its entirety. The appraisal costs were shared evenly among the jurisdictions.

CBRE, Inc., serving as the City's independent consultant, conducted a review of the two appraisal reports. Mr. Courtland Eyrick, Executive Vice President for Value and Adjustment Services, will provide a summary of CBRE's findings.

Following the presentation, Council may consider formal acceptance of the two appraisal reports.

Links to both appraisal reports are provided below.

RECOMMENDATION: Receive the presentation and consider acceptance of the two (2) appraisal reports.

ATTACHMENT LINKS:

1. [Appraisal Report - Hetteema Saba, LLC.](#)
2. [Appraisal Report - BBG, Inc.](#)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield

ITEM TITLE: Discuss moving forward with paving Kent Road, from East Terry Street to Bonita Nature Place, and provide direction to staff.

REQUESTOR: Council Member Fitzpatrick

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 2) Improve Vehicular & Multimodal Transportation Networks

BACKGROUND:

Last year, at the August 6, 2025 City Council meeting, Council discussed the condition of Kent Road, and the City's interest in maintaining the road as the principal access route to multiple recreational destinations and City facilities. During that discussion, it was noted that the historical background and ownership of the roadway were uncertain, creating an impediment to full public maintenance. During the discussion, I requested and received Council support for staff to review the chain of title and conduct a formal survey of the roadway.

At this time, I am requesting Council's support and approval to proceed with the paving of Kent Road, from East Terry Street to Bonita Nature Place. I would request staff utilize a Lee County purchase contract through the cooperative purchase process, Ajax Paving, LLC. in the amount of \$335,659.90. Funding for this request is in the current FY 2025-2026 Asphalt Overlays Capital Improvement Budget, line-item 30.250.541.5416308.54.63.54163.

RECOMMENDATION: City Council's Pleasure.

ATTACHMENTS: Quote provided by Ajax Paving, LLC.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Matt Feeney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Lee County B240350LND - Kent Rd City Of Bonita Springs	Bid Number:	LS25-161E
Project Location:	Kent Rd, Bonita Springs, FL	Bid Date:	7/13/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.) Kent Road					
MT-3	Testing For Base Material	1.00	LS	\$3,490.81	\$3,490.81
101-1	Mobilization	1.00	LS	\$30,597.14	\$30,597.14
102-1	Maintenance Of Traffic	1.00	LS	\$20,336.77	\$20,336.77
160-4	Road Widening 4" - Includes Adding Stabilizer/ 8" Limerock	132.00	SY	\$49.92	\$6,589.44
210-2	Grade For 2' Wide Dirt Shoulder And Final Grade	1,400.00	CY	\$34.91	\$48,874.00
210-2	Prime And Sand For New Roadway And Widening	8,796.00	SY	\$0.64	\$5,629.44
327-70-7	Milling (Pulvumix In Place - Includes Grading)	8,664.00	SY	\$10.07	\$87,246.48
334-1-13A	1-1/2" SP-12.5mm (Traffic C) Superpave	726.00	SY	\$169.30	\$122,911.80
570-1-2	Sod - 1 Strip Along Shoulder Where Widened.	788.00	SY	\$6.28	\$4,948.64
706-3	RPM	57.00	EACH	\$4.65	\$265.05
710-11-101	Paint, Std, White, Solid, 6"	51.00	LF	\$0.47	\$23.97
710-11-124	Paint, Std, White, Solid, 18"	37.00	LF	\$2.09	\$77.33
710-11-125	Paint, Std, White, Solid, 24"	24.00	LF	\$2.33	\$55.92
710-11-170	Paint, Std, White, Solid, Left Turn Arrow	1.00	EACH	\$52.36	\$52.36
710-11-170	Paint, Std, White, Solid, Combo Straight Right	1.00	EACH	\$52.36	\$52.36
710-11-201	Paint, Std, Yellow, Solid, 6"	2,310.00	LF	\$0.47	\$1,085.70
711-11-124	Thermoplastic, Std, White, Solid, 18"	37.00	LF	\$6.11	\$226.07
711-11-170	Thermoplastic, Std, White, Solid, Left Turn Arrow	1.00	EACH	\$87.27	\$87.27
711-11-170	Thermoplastic, Std, White, Solid, Combo Straight Right	1.00	EACH	\$87.27	\$87.27
711-16-101	Thermoplastic, Std, White, Solid, 6"	51.00	LF	\$1.28	\$65.28
711-16-201	Thermoplastic, Std, Yellow, Solid, 6"	2,310.00	LF	\$1.28	\$2,956.80
Total Price for above 1.) Kent Road Items:					\$335,659.90

Total Bid Price: \$335,659.90

Notes:

- This Proposal is based on ____ Mobilizations. Additional Mobilizations will be \$2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ____ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on **construction prior to December, 2026**. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated ____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

www.ajaxpaving.com

The Future is Riding on Ajax."

To:	CITY OF BONITA SPRINGS	Contact:	Matt Feeney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Lee County B240350LND - Kent Rd City Of Bonita Springs	Bid Number:	LS25-161E
Project Location:	Kent Rd, Bonita Springs, FL	Bid Date:	7/13/2026

- Pricing does not include striping, striping removal, temp asphalt, temp asphalt removal, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at \$3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the Contract Price shall be adjusted to reflect the actual increased cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact. Failure to agree on a price adjustment shall not relieve the Buyer's obligation to pay the increased cost, and the Contractor shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or Contractor may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price."

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

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

ITEM TITLE: Request for authorization to coordinate directly with Lee County officials on traffic management efforts and future improvements along Bonita Beach Road and Bonita Grande Drive.

REQUESTOR: Council Member Fitzpatrick

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 2) Improve Vehicular & Multimodal Transportation Networks

BACKGROUND:

In light of traffic concerns raised by my constituents, I am requesting Council's support and authorization to allow me to coordinate directly with Lee County Commissioner David Mulicka and County staff, together with City staff, on traffic management efforts and future improvements along Bonita Beach Road and Bonita Grande Drive.

RECOMMENDATION: Provide authorization as requested.

ATTACHMENTS:

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield

ITEM TITLE: Repayment of BG Mine Impact Fees.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: N/A

BACKGROUND: Pursuant to the City's settlement agreement with BG Mine, LLC and BE 278, LLC settling multiple litigation actions approved December 4, 2019, the City agreed to forgo the payment of road impact fees relating to the development known as Bonita Grande Mine (now Vivid Shores). The waiver of road impact fees was in recognition of the City's limited commitment to major road improvements in the east Bonita and Terry Street network as well as the developers obligation to improve portions of Bonita Grande Drive and intersections improvements on Bonita Grande Drive and East Terry Street.

Pulte Homes, the current builder of Vivid Shores, paid road impact fees in error of 53 homes and Community Development collected those fees in error. The City is required under the terms of the settlement agreement to repay all road impact fees collected for this development, approximately \$654,550. All other required impact fees are retained by the City and collectable under the settlement agreement.

STAFF RECOMMENDATION: Approve repayment of erroneously collected impact fees.

ATTACHMENTS: Settlement Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made between the City of Bonita Springs, Florida ("City"), and BG Mine, LLC ("BGM"), and executed by both Parties thereto on the 4th day of December 2019. BE 278, LLC ("BE 278"), joins in this Agreement as to Sections 3.B., 4.D., and 5.-24. herein.

WHEREAS, BGM and the City have been engaged in multiple litigation actions related to the Property commonly known as the Bonita Grande Mine. The Property, along with an adjacent 80 acre parcel, is described in the legal description attached hereto as **Exhibit "A"**; and

WHEREAS, **Exhibit "A"** and other exhibits hereto are intended preliminarily for illustrative purposes and will be supplanted with updated specific legal descriptions pursuant to the Parties' obligations and additional submittals contemplated in Sections 3 and 4 below; and

WHEREAS, the Parties hereto intend to bring to a final resolution all pending or currently anticipated litigation between the Parties, either directly or indirectly related to the Property, the proposed future land use designation in the City's Comprehensive Plan applicable to the Property, any land use designation previously and currently placed upon the Property by Lee County, pending attempts by BGM to de-annex from the City or to enforce the conditions provided in the Annexation Agreement between the Parties, and any procedural or substantive due process issues related to the City's administrative actions and/or inactions to date related to the Property. The litigation intended to be resolved by this Agreement is as follows:

BG Mine, LLC v. City of Bonita Springs, Florida, DOAH Case No.: 17-3871GM;

BG Mine, LLC vs. City of Bonita Springs, Case No.: 1D19-140;

BG Mine, LLC vs. City of Bonita Springs, Case No.: 17-CA-000381;

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 17-CA-004036;

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 18-CA-003465; and

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 18-CA-006017.

(collectively, the "Litigation").

WHEREAS, the Parties intend to effectuate the terms generally set forth in their Mediated Settlement Agreement, dated August 27, 2019, and attached hereto as **Exhibit "B"**; and

WHEREAS, the City has determined that it is beneficial and in the best interests of the Bonita Springs City residents to enter into this Agreement; and

NOW THEREFORE, in consideration of \$10.00 and BGM's forbearance from the above-listed litigation, and in consideration of the mutual covenants, promises, terms, and conditions set

forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and BGM do hereby agree as follows:

Section 1. **Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. **Exhibits.** All Exhibits referenced in either the foregoing recitals or in the body of this Agreement are hereby incorporated by reference herein as material parts of this Agreement.

Section 3. **Obligations of BGM and BE 278.**

A. Contingent upon the City's grant of the Entitlements (as defined below), BGM agrees to (i) transfer title and grant an easement to the City for the northern portion of the Property; and (ii) grant easement rights to a sixty (60) foot roadway easement, both legally described and generally depicted on a sketch attached hereto as **Exhibit "C"** for the purposes of public recreation and pursuant to a draft joint use agreement attached hereto as **Exhibit "D"**. Exhibit "C" will be updated with a revised sketch and legal description upon submittal of RPD pursuant to Section 4.E. below. The City will cooperate with BGM in the dedication of the aforementioned roadway easement, but it is understood between the parties that nothing contained herein shall limit the City's ability to otherwise obtain necessary drainage, utility, pedestrian or vehicular access to the northern portion of the Property through use of its eminent domain powers. Transfer of title shall occur within thirty (30) days after the expiration of all potential appellate procedures for the Entitlement approvals described in Section 4. BGM will retain a license after transfer to the City to complete the excavation and reclamation of the City's portion of the Property as required under the approval described in Section 4.A., in the form attached hereto as **Exhibit "G-1"**. During the South Florida Water Management District (SFWMD) permitting for the residential development on the Property, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the SFWMD for the Property. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on BGM's residential development. Notwithstanding the above, the northern portion of the Property and the sixty (60) foot right-of-way will be part of the future RPD as defined and referenced below in Section 4.E. and will adhere to all RPD requirements such as but not limited to permitted uses and open space / density calculations.

B. BE 278 agrees to sell, and the City agrees to purchase, $\pm$ 248 acres as described and depicted on the sketch attached hereto as **Exhibit "E"** for \$4,989,000.00, per an executed Purchase and Sale Agreement attached hereto as **Exhibit "F"**. The closing shall be held within thirty (30) days after the expiration of all potential appellate procedures for the approvals described in Section 4. below. BE 278 will retain a license agreement after purchase by the City to reshape and remove topsoil from the site consistent with a to-be negotiated mutual development plan, in the form attached hereto as **Exhibit "G-2."**

Section 4. **Obligations of the City.**

A. The City agrees to expeditiously schedule the City Zoning Board and City Council meetings to consider whether to approve the proposed amendment of BGM's Industrial Planned

Development amendment based upon the 2003 Lee Plan regulations and the application/plans submitted by BGM to the City on May 15, 2019, which proposed amendment includes a recognition that no offsite road improvements are required and no payment of road impact fees are required based on the 2003 Lee Plan ("IPD Amendment"). The final City Council public hearing shall be properly advertised and held prior to December 31, 2019. BGM agrees to include a condition in the IPD Amendment that it shall not seek any extensions to the termination date of December 31, 2041, including any potential extensions pursuant to any Executive Orders.

B. If the City Council approves the IPD Amendment, the City agrees to expeditiously consider an application for a modification of BGM's existing Development Order for expanded mining excavation based upon the IPD Amendment plans/approval and the existing FDEP Environmental Resource Protection ("ERP") approval, which proposed Development Order includes a recognition that no offsite road improvements are required and no payment of road impact fees are required. Final action on the Development Order modification shall be made within sixty (60) days of the IPD Amendment approval.

C. The City agrees to expeditiously schedule the LPA and City Council meetings to consider whether to approve a Comprehensive Plan Text Amendment and a Future Land Use Map Amendment(s) that will change the Property from DRGR (Lee Plan) to a future land use category (City Plan) that supports both the above IPD in Section 4.A. and a future residential planned development ("RPD") as outlined below in Section 4.E. and generally consistent with the revised text and map exhibits attached hereto as **Exhibit "H"** ("CPA"). The City Council's target for the adoption hearing for the CPA shall be prior to March 31, 2020. Attached hereto as **Exhibit "J"** is the estimated schedule for obtaining the approval of the Comprehensive Plan Text Amendment and the Future Land Use Map Amendment. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews.

D. The City agrees to expeditiously consider an application for an Administrative Amendment and accompanying Limited Review Development Order (collectively, the "BE 278 Approvals") for reshaping and removal of top soil from the property identified on **Exhibit "E"** referenced above, including a proposed License Agreement attached hereto as **Exhibit "G-2"**. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews. Final City staff consideration shall be made prior to March 31, 2020.

E. The City agrees to expeditiously schedule the City Zoning Board and City Council meetings to consider whether to approve a RPD subsequent to the above CPA (if approved) in Section 4.C., which supports the residential rezoning of the Property and is consistent with the draft RPD Parameters and Master Concept Plan, Property Development Uses / Regulations and Schedule of Deviations attached hereto as **Exhibit "I"** (collectively, the "RPD Plans"). The target final City Council hearing for the RPD Plans shall be prior to March 31, 2020. Attached hereto as **Exhibit "J"** is the estimated schedule for approving the RPD Plans. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews.

F. The IPD Amendment without offsite road improvements and payment of road impact fees, the modification of BG Mine's existing Development Order for expanded mining

excavation without offsite road improvements or payment of road impact fees, the CPA, the BE 278 Approvals, and the RPD Plans, as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above are collectively referred to herein as the "Entitlements."

G. In the event that the City approves: (A) this Agreement; (B) the IPD Amendment without offsite road improvements and payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements and payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, all as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above, BGM shall file Notices of Voluntary Dismissal with Prejudice in the Litigation within ten (10) days of the date on which such Entitlements become effective.

H. The Parties agree to file Joint Motions to Abate the Litigation within five (5) days of the Effective Date of this Agreement.

I. The City acknowledges that pursuant to the BGM RPD, additional land or easements may be required along segments of Bonita Grande Drive located north of Bonita Beach Road, as well as at certain road intersections on Bonita Grande Drive and East Terry Street. The additional lands or easements may be needed for a planned required / improved two lane road cross-section for Bonita Grande Drive including utilities, landscaping, sidewalks and intersection improvements that will serve the BGM RPD and the City's planned Lake Park on the north end of the BGM RPD. The City will cooperate with BGM to the extent the law permits in the dedication to the City of the public access easement for the aforementioned roadway. BGM agrees to indemnify the City for any and all costs incurred by the City in assisting BGM in obtaining any necessary land or easements.

J. Prior to taking possession, City will have the right, at its sole cost and risk, to conduct inspections and environmental assessment of the proposed Lake Park. Any data obtained shall be immediately provided to BGM, including any reports and conclusions. If environmental contamination is found to have occurred City and BGM must agree upon a mitigation plan within 30 days of notice. If a mitigation plan is not agreed to the City may terminate any remaining obligations under this Agreement.

Section 5. Scope of Agreement. The Parties' obligations and rights under this Agreement are expressly made contingent upon the City's approval by no later than July 1, 2020, (the "Entitlements Deadline") of (A) this Agreement; (B) the IPD Amendment without offsite road improvements or payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements or payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, all as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above. In the event that the City does not approve the following by the Entitlements Deadline: (A) this Agreement; (B) the IPD Amendment without offsite road improvements or payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements or payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above, this Agreement shall be null and void except for those sections expressly surviving a termination under this Section 5,

and the Parties shall retain all of their rights, including, but not limited to, continuing with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City presently to enforce its Comprehensive Plan, its Land Development Code, or any other authority granted by law concerning the development of the Property.

Section 6. No Contract Zoning. The Parties understand and agree that the City, by entering into this Agreement, has not bound itself contractually to exercise its discretionary regulatory and/or land use approval authority in any particular manner, except as in conformance with procedural and substantive due process strictures, as well as in full compliance with all Federal, State, and City laws applicable hereto. By the same understanding and agreement, BGM will be fully released by the City from any and all obligations set out herein, if the City does not fully execute and deliver upon all contingent considerations set out in the terms of this Agreement including, without limitation, final approval of the Entitlements beyond possibility of appeal.

Section 7. Mutual Releases. In the event that the City votes to approve all Entitlements by the Entitlements Deadline as set out hereinabove:

- A. BGM hereby waives and releases, acquits, satisfies, and forever discharges the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the "City-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which BGM ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, BGM covenants with and warrants to the City, including the City-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City, including the City-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement, through the last date of compliance with all terms of this Agreement.
- B. The City hereby waives and releases, acquits, satisfies, and forever discharges BGM, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, heirs, and assigns thereof (collectively, the "BGM-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to BGM, including the

BGM-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against BGM, including the BGM-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement, through the last date of compliance with all terms of this Agreement.

Section 8. Enforcement. This Agreement shall be jointly submitted to the Court in the 17-CA-4036 case for approval and order of abatement. The terms of the Agreement may be enforced by any and all remedies provided in law or equity, including, without limitation, a motion for declaratory and/or injunctive relief brought in the 17-CA-4036 action. Time being of the essence in this Agreement, the Parties agree that any such motion shall be promptly set for a dispositive hearing. This section shall survive a termination under Section 5.

Section 9. Governing Law; Venue. This Agreement, and any issues relating to it or its subject matter, shall be construed, interpreted, enforced, and governed in accordance with, and governed by, the substantive laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be solely in the Circuit Court in and for Lee County, Florida. This section shall survive a termination under Section 5.

Section 10. Default by City. In the event the City refuses to consider whether to approve any of the Entitlements set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E., the Parties agree that such refusal shall constitute a breach of this Agreement. Under such circumstances, all abated litigation shall resume *status quo ante* and BGM shall be entitled to pursue in Circuit Court an award of attorneys' fees and costs incurred in the preparation of and execution of BGM's efforts taken with regard to this Agreement and its pursuit of the Entitlements. Such an award of attorneys' fees shall not include the attorneys' fees incurred in determining the amount of such attorneys' fees ("Fees for Fees"). This section shall survive a termination under Section 5.

Section 11. Further Understandings and Agreements.

A. This Agreement constitutes the entire understanding between the Parties with respect to the settlement of the Litigation. All prior negotiations and understandings, whether verbal or written between said parties, collectively, jointly, and/or severally, and their agents, employees, and representatives are merged herein and fully set forth at length. Each party hereto acknowledges, represents, and warrants that, except as expressly set out in this Agreement, no representation of fact or law has been made by those released hereby, or their counsel, or any other person, and that this Agreement is not based upon any such unstated representations, the undersigned, or their counsel, having investigated to the fullest extent possible the factual and legal issues involved in this matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of the Mediated Settlement Agreement referenced above as **Exhibit "B"**, the terms of this Agreement shall control for purposes of contractual construction and interpretation. Furthermore, to the extent the provisions of this Agreement are inconsistent with any of the Exhibits attached hereto, this Agreement shall control for the purposes of contractual construction, interpretation, dispute resolution or remedies.

B. It is understood and agreed that this settlement is a final compromise of a dispute, and the Parties acknowledge that this Agreement is in no way an admission or concession of liability or wrongdoing by any party, but is simply an attempt to resolve, without litigation, the matters in dispute among the Parties. The existence of this Agreement, or the settlement terms set forth herein, shall not be admissible in any action based on takings, condemnation, inverse condemnation, or the Bert J. Harris, Jr., Private Property Rights Protection Act, Section 70.011, *et seq.*, *Florida Statutes*.

C. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he/she has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

D. The City is duly organized and validly existing under the Constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and City is further duly authorized to execute and deliver this Agreement without further approval or authorizations, except as provided for herein.

E. BG Mine, LLC, is duly organized and validly existing under the laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and BGM's Manager is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

F. BE 278, LLC, is duly organized and validly existing under the laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and BE 278's Manager is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

G. This Agreement shall not preclude BGM in the future from modifying the Entitlements subject to City review and approval.

Section 12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

Section 13. Non-Waiver. Failure by the City or BGM to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and BGM, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

Section 14. Construction; Headings. 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 construction of a document is to be construed more strictly against the party who prepared the same, it being agreed that the Parties hereto have fully participated in the

preparation of this Agreement. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

Section 15. Interpretation. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term, or otherwise, shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

Section 16. Amendments. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated, except by an instrument in writing, executed by all Parties affected by such amendment.

Section 17. Severability. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby so long as the remainder Agreement does not result in a material forfeiture of either party’s agreed exchange of consideration. It is the intention of the Parties that if any such clause or provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

Section 18. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement, or any provisions or conditions hereof, other than as expressly stated herein.

Section 19. Purpose of this Agreement; Not Establishing Precedent. By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of

any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Litigation. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

Section 20. Attorneys' Fees; Costs. The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement.

Section 21. Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To BGM:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232

(b) To BE 278:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232

(c) To the City:

City of Bonita Springs
c/o City Manager
City Hall
9101 Bonita Beach Road
Bonita Springs, Florida 34135

With a copy to:

Derek Rooney, Esquire
Gray Robinson
1404 Dean Street, Suite 300
Fort Myers, Florida 33901

David A. Theriaque, Esquire
S. Brent Spain, Esquire
Theriaque & Spain
433 N. Magnolia Drive
Tallahassee, Florida 32308

or to such other address as any Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

Section 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

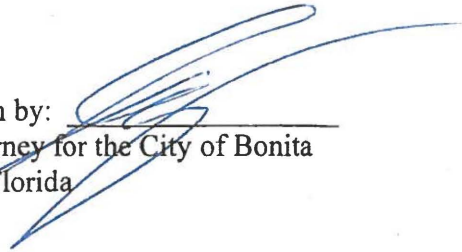
Section 23. Effective Date. This Agreement shall become effective upon the date of execution by the last of the Parties.

Section 24. Survivability. All provisions that logically ought to survive termination and of this Agreement shall survive.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement to be effective upon the execution by all parties and as provided in this Agreement.

CITY OF BONITA SPRINGS, FLORIDA

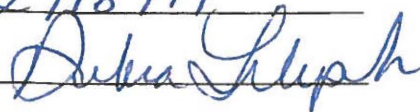
By: 

Approved in form by: 

City Attorney for the City of Bonita
Springs, Florida

Title: Mayor

Dated: 12/18/19

Certified: 

WITNESSES

Debra Filipek
Print Name: _____

NED DEWINST
Print Name: _____

BG Mine, LLC, a Florida limited liability company,

By: OBPFL-BG MINE, LLC, a Florida limited liability company, its Manager

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

By: David McArdle, Pres
Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of December 2019, by David McArdle, as Manager of BG Mine, LLC, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced Driver's License as identification.

(Notary Seal)



Printed Name: Debra Filipek
Notary Public, State of _____
Commission No. _____
My commission expires: _____

WITNESSES

Debra Filipek
Print Name: _____

NED DEWHAIST
Print Name: NED DEWHAIST

BE 278, LLC, a Florida limited liability company,

By: Paul McArde

Its: Manager

Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of December 2019, by David McArde, as Manager of BE 278, LLC, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced Drivers License as identification.

(Notary Seal)



Printed Name: Debra Filipek
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Exhibit A

EXHIBIT II-B-1 AND II-B-2

EXHIBIT "A" LEGAL DESCRIPTION Property located in Lee County, Florida



Bruns & Bruns, Inc.

1078 South Swensen North
Naples, Florida 34108
(941) 261-5955
Corporation No.
L.B. 3241

DESCRIPTION SECTION 17 & 20
TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

Commencing at the Point of Beginning which is the Southwest corner of Section 20, Township 47 South, Range 26 East, Lee County, Florida: thence North 01° 08' 52" West for 5285.70 feet along an agreed upon line per Official Record Book 2061, Page 3137 of the Public Records of Lee County, Florida; thence continue along said agreed upon line North 01° 06' 50" West for 1339.84 feet; thence South 88° 58' 01" West for 191.18 feet along an agreed upon line per Official Record Book 2061, Page 3137, and Page 3139 of the Public Records of Lee County, Florida to the West line of Section 17, Township 47 South, Range 26 East, Lee County, Florida; thence continue along said agreed upon line which is the West line of said Section 17 North 04° 41' 01" West for 4013.11 feet to the Northwest corner of said Section 17; thence North 87° 28' 17" East for 2575.75 feet along the North line of said Section 17 to the North ¼ corner of said Section 17; thence continue along said North line North 87° 28' 22" East for 2575.93 feet to the Northeast corner of said Section 17; thence along the East line of said Section 17 South 05° 01' 45" East 2689.09 feet to the East ¼ corner of said Section 17; thence continue along said East line South 05° 01' 37" East 2688.71 feet to the Southeast corner of said Section 17 and the Northeast corner of said Section 20; thence along the East line of said Section 20 South 03° 50' 45" East for 2684.71 feet to the East ¼ corner of said Section 20; thence continue along said East line South 03° 50' 58" East for 2684.65 feet to the South east corner of said Section 20; thence along the South line of said Section 20 South 88° 34' 10" West 2665.01 feet to the South ¼ corner of said Section 20; thence continue along said South line of Section 20 South 88° 34' 05" West for 2664.64 feet to the Point of Beginning.

David B. Bruns
David B. Bruns, PLS
Fl. Cert. No. 4520



Applicant's Legal Checked

by gms 1/25/02

PAGE 1 OF 2

DCI 2001-00065

4



Strap #29-47-26-B1-00101.0000
#29-47-26-B1-00113.0000
#29-47-26-B1-00105.0000
#29-47-26-B1-00112.0000
#29-47-26-B1-00111.0000
#29-47-26-B1-00110.0000
#29-47-26-B1-00109.0000

Exhibit B

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

BG MINE, LLC, a Florida
Limited Liability Company,

Plaintiff,

v.

Case No. 17-CA-004036

CITY OF BONITA SPRINGS,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

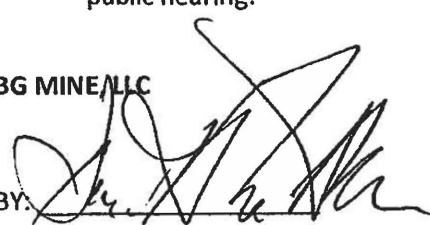
Pursuant to the Mediation Conference held on August 27, 2019, at City Hall, 9101 Bonita Beach Road, Room 118, Bonita Springs, Florida 34135, the parties agree as follows:

1. BGM agrees to transfer title to the City acreage from the property known as BG Mine, to include use of the entire northern most lake pursuant to a mutually agreeable joint use agreement and as generally depicted on the attached Exhibit A, for the purposes of public recreation. The parties will coordinate on a master storm water system for the entire BG Mine site; any additional improvements requested by the City above and beyond what is required for the BG Mine site must be mutually agreeable, at the City's costs, and shall have no impacts on the residential development. The upland acreage will be determined as sufficient to accommodate a regional public park consistent with the upland areas depicted on Exhibit A.
2. BGM agrees to sell to the City the parcel known as Bonita 278, which consists of approximately 248 acres, for an approximate value of \$5,000,000, and BGM will retain license to remove topsoil from Bonita 278. The parties may opt to include the adjacent 30-acre parcel to the south for additional consideration.

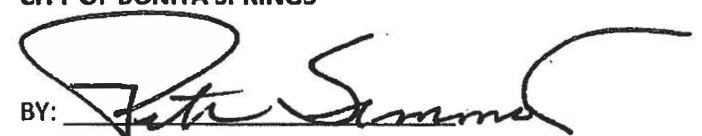
3. The City agrees to allow 650 residential units, plus related on-site commercial, recreation, and management facilities (not trip-generating) as necessary, on the future residential development on the property currently known as BG Mine.
4. The City will waive road impact fees for said future development on BG Mine.
5. The City will require no widening or traffic improvements to Bonita Grande Drive or West Terry Street, but BGM will be responsible for their proportionate share of any intersection improvements, when warranted, at the intersections of: (1) Terry Street and Bonita Grande, (2) Terry Street and Morton Road, and (3) Bonita Grande and Bonita Beach Road.
6. Any proposed settlement agreement will provide detailed schedules and proposals for any necessary land use amendments or zoning approvals necessary to effectuate the agreement by a target goal of March 31, 2020, including the processing and consideration of approval of the currently submitted BGM Industrial Planned Development (IPD) amendment.
7. The parties agree to cooperate to extend litigation deadlines related to any litigation between the parties in order to facilitate this proposed settlement agreement, provided however, postponement of trial is subject to approval of the final settlement agreement by Council.
8. The City Attorney will request an executive session at the next City Council meeting currently scheduled for September 4th to explain the terms of the proposed agreement to Council members and target an executive session for the week of September 16th and potential settlement agreement on October 2nd.
9. The parties agree that the terms of this agreement shall remain confidential until the conclusion of any relevant litigation between the parties. However, BGM may show this agreement to its lender for purposes related to facilitating the terms contained herein.

10. The proposed mediated settlement agreement is not binding nor effective against either party until such time that the City Council subsequently approves a formal settlement agreement at a public hearing.

BG MINE/LLC

BY: 

CITY OF BONITA SPRINGS

BY: 

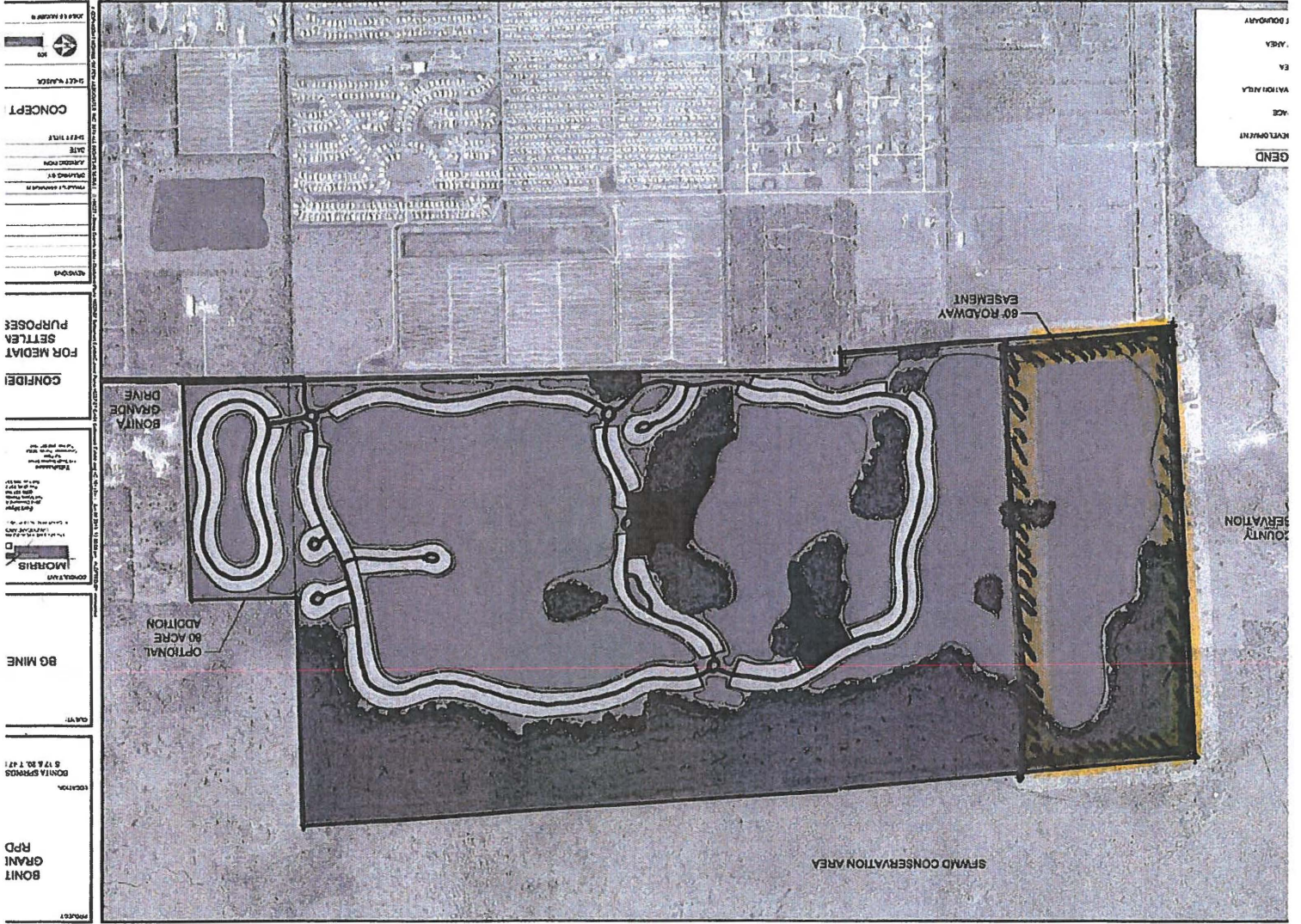


EXHIBIT A

Exhibit C

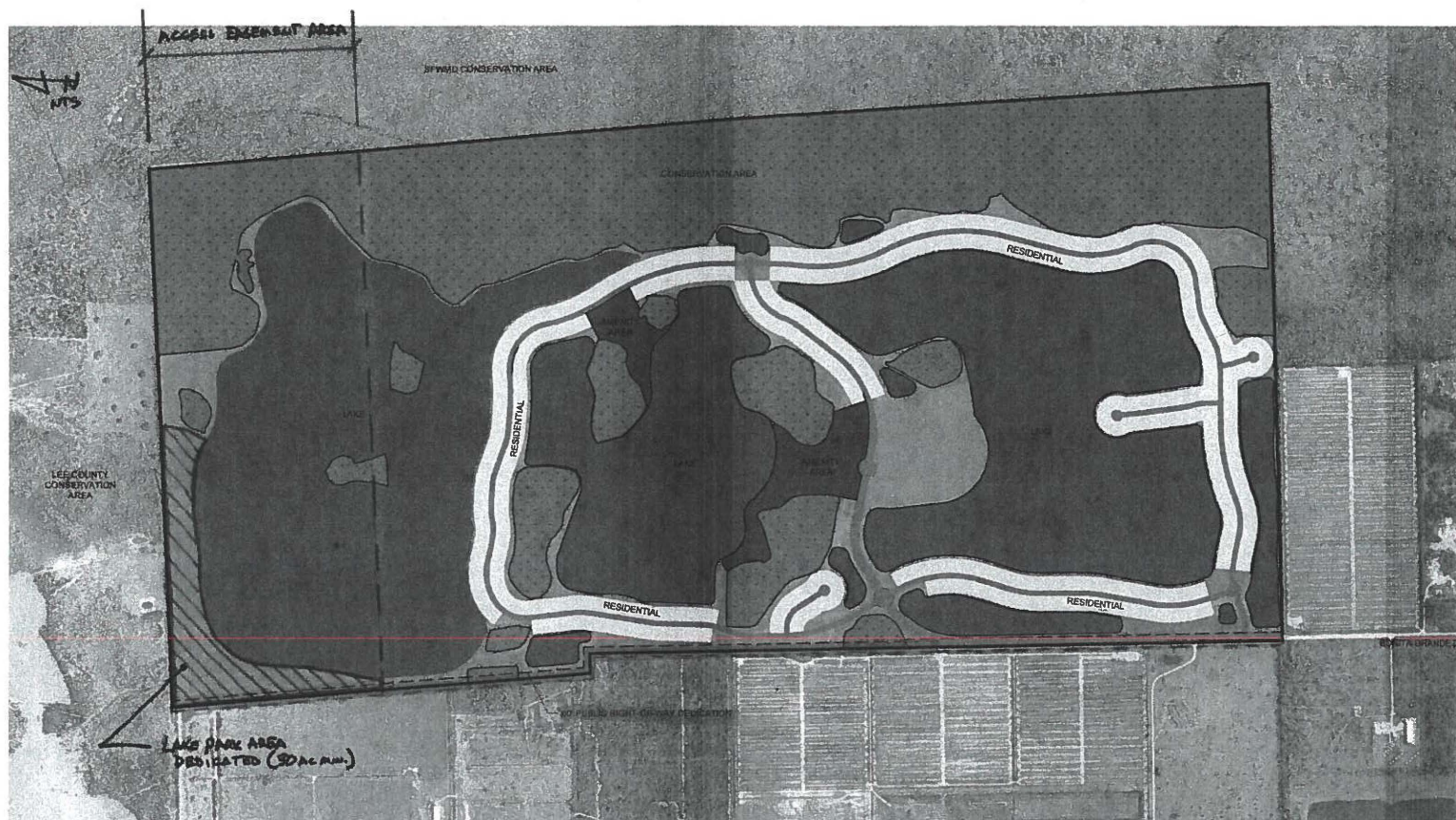


EXHIBIT C

Exhibit D

JOINT USE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the **CITY OF BONITA SPRINGS**, a municipal corporation under the laws of Florida, having its principal office at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter "City"), and **BG MINE, LLC**, a Florida Limited Liability Company, whose address is 23150 Fashion Drive #235, Estero, FL 33928 (hereinafter "BGM").

WHEREAS, BGM is the owner of property commonly known as the Bonita Grande Mine (the "Mine Property") described in the legal description attached as **Exhibit "A"** and within the Settlement Agreement entered into between the City and BGM on November 20, 2019; and

WHEREAS, BGM and the City entered into the aforementioned Settlement Agreement that obligated BGM to transfer title and grant an easement to the City for a northern portion of the Mine Property and a 60 foot roadway easement (future right-of-way), both depicted on a sketch attached as **Exhibit "B"** (the "Lake Park") to said Settlement Agreement, for the purposes of passive public recreation and pursuant to a joint use agreement; and

WHEREAS, the parties wish to document the City's certain rights and restrictions to use the Lake Park;

NOW THEREFORE, in consideration of the foregoing and the mutual benefits and promises contained herein, it is hereby agreed as follows:

1. BGM and City agree that the Lake Park is limited to the types of uses as listed attached hereto as **Exhibit "C"** that are generally associated with a passive recreational / low impact type public park. Such use constitutes a blanket easement for the areas depicted in Exhibit B in favor of the City and the general public as invitees subject to the restrictions contained herein.
2. BGM and City will agree on a master development plan for the Lake Park the earlier of: i) prior to any permitting for the Lake Park by the City or, ii) concurrent with BGM's RPD development order application review. This will include hours of operation.
3. BGM will be responsible for design and permitting of the master stormwater management plan for the Mine Property which includes the Lake Park area less any City improvements. The City will be responsible for design and permitting all improvements within the Lake Park including providing their own stormwater attenuation and water quality requirements. The City is allowed to construct and maintain at their sole cost elevated boardwalks / walkways within the conservation easements, subject to approvals by the appropriate permitting agency and BGM.
4. During the permitting for the master stormwater management plan for the Mine Property, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the South Florida Water Management District (SFWMD) for the Property. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on the BGM's residential development.
5. The parties agree that the BGM master association at its sole cost will operate and maintain the lake and conservation easements within the Lake Park per approved permits. The parties agree that the City at their sole cost will operate and maintain their improvements within the Lake Park per approved permits.
6. BGM and/or the BGM master association shall have the right to review / approve (not unreasonably withheld) all structures and improvements within the Lake Park for but not limited to architecture, landscaping, drainage, mitigation, lighting, signage, layout, and orientation. All structures and improvements where possible shall be screened using landscaping and/or other techniques as may be required to mitigate any residential view and noise impacts from such structures/improvements.
7. Any structures allowed by this agreement built by the City into, over or on the lake must be constructed with appropriate permits from all applicable government agencies and said structure shall be

maintained by the City in accordance with all appropriate permits. All said structures shall be maintained in a good state of repair or said structures must be removed from the lake. Should the City fail to remove an unsafe / unmaintained structure(s) from the lake, BGM shall have the right and ability to remove the unsafe / unmaintained structure(s) and forward the invoice for said work to the City, who shall then immediately reimburse BGM for removing such structure(s); provided, however, that BGM shall first provide written notice to the City providing reasonable time to repair or replace the unsafe structure(s).

8. All liability for any injury of any kind whatsoever occasioned on, around, or associated with the Lake Park shall be that of the City unless said liability has been transferred to, and accepted by, a property owner's association, an operator of the facility, lessee of the facility, and user of the facility, or some other legal entity.

9. The City will provide or post rules, regulations or restrictions for all recreational users of the Lake Park. The rules, regulations or restrictions shall preclude anyone under the influence of alcoholic beverages or narcotics from utilizing the lake. The rules shall inform the public that there are areas of the lake with depths in excess of 12 feet and that native wildlife are present within the Lake Park.

10. All litter, debris, and other contaminants deposited in the water or along the shoreline caused by any activity on the upland property of the Lake Park shall be the responsibility of the City, and said entity shall take whatever steps are necessary to remove the contaminants from the water and to restore the water quality in the lake.

11. No signage shall be permitted in the lake, except safety signage.

12. BGM, or its successors in interest, may utilize the lake(s) for drainage and recreational purposes. Nothing in this Agreement shall be construed to limit or otherwise restrict or impair BGM's ability to use the lake(s) for recreation, drainage, water storage, water quality attenuation, or any other use related to storm water management, water quality, or wetland mitigation. BGM or its successors in interest may utilize the lake for irrigation purposes, which includes the right to pump water from the lake. Any use of the lake for drainage or consumptive use shall be in accordance with the requirements of the SFWMD.

13. The terms of this Agreement shall be enforceable through injunctive or other appropriate relief in the Circuit Court of Lee County, Florida, except as may be provided otherwise by applicable law.

14. The terms and conditions of this Agreement are binding on, and the rights inure to the benefit of, BGM and City, and their successors in interest and assigns.

15. BGM reserves the non-exclusive right to use the lake for recreational, navigational, irrigation, and drainage purposes.

16. Nothing in this Agreement prevents the City from further restricting the uses of the Lake Park.

17. The City's right to use of the lake does not give anyone entering the lake from docks, beaches and the like, the right to dock, anchor, or exit the lake at any place along the shoreline of the lake unless it is at a dock, pier, shoreline, etc., which is open to the general public.

18. No parties shall launch fireworks or other pyrotechnic devices. Fireworks or pyrotechnic devices / displays are expressly prohibited.

19. Any reference to BGM in this document means its successors in interest, assigns, or designees, subject to the rights, obligations and restrictions contained herein as a successor in interest to and to the same extent as BGM.

20. The terms of this Agreement shall be interpreted pursuant to the laws of the State of Florida. There shall be no presumption that the terms of this Agreement should be construed against the drafter of the document.

21. In the event that any part, term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

22. Venue for any litigation arising under this Agreement shall be in Lee County, Florida, except as otherwise provided by applicable law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Commented [DPR1]: Not sure what this was for?

BGM:

BG MINE, LLC, a Florida limited liability company

By: _____

Its: _____

Date: _____

Witness Signature

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of **BG MINE, LLC**, a Florida limited liability company,
who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public

Print/Type Name of Notary

Commission No. _____

ATTEST:

By: _____
City Clerk

Approved as to Form and Legal
Sufficiency

By: _____
Derek Rooney, City Attorney

CITY:

CITY OF BONITA SPRINGS, a municipal
corporation under the laws of Florida

By: _____

EXHIBIT "A"
Legal Description of Mine Property

EXHIBIT "B"
Sketch of Lake Park

EXHIBIT "C"
Permitted Uses for Lake Park

Parks:

Group I - Limited to fishing piers; Nature or Wildlife Preserves; Passive recreational and educational activities including, but not limited to, hiking, nature trails and similar activities requiring few or no on-site facilities

Group II - Limited to boat ramps (kayaks / canoes only); nature center; community park; regional park

Parking Lot, accessory to park use

Recreational Facilities, Commercial Group III - *Limited passive recreational & educational activities including but not limited to hiking, nature trails and similar activities requiring few or no on-site facilities*

Signs in accordance with Chapter 6

Vacant Land Contract

1. **Sale and Purchase:** BE 278, LLC ("Seller")
 and CITY OF BONITA SPRINGS ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: [NONE]

Legal Description:

+/- 248 ACRES EAST OF INTERSTATE 75 AND SOUTH OF THE BONITA SPRINGS UTILITIES FACILITY AS
 LEGALLY DESCRIBED IN THE ADDENDUM ATTACHED HERETO.

SEC 24 /TWP /47 /RNG 25 of Lee County, Florida. Real Property ID No.: 10585070
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency).....\$ 4,989,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Moore, Bowman & Reese, P.A.

Escrow Agent's Contact Person: S. William Moore, Esq.

Escrow Agent's Address: 551 N. Cattlemen Road, Suite 100, Sarasota, FL 34232

Escrow Agent's Phone: (941) 365-3800

Escrow Agent's Email: bmoore@mbrfirm.com (and copy to ksasse@mbrfirm.com)

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date\$ -0-

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

(d) Other:\$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds\$ 4,989,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before December 6, 2019, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on See Addendum ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**

52* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53* (b) ~~☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(c) or approval(c)~~

54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an
62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and **Broker**.

66* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68* follows: _____

69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) ~~☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to~~

79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

82* ☐ fixed ☐ other (describe) _____

83* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(c) will be returned.

89* **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
90* contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
92* deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) SEE ADDENDUM
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at

100* (Check one) ☒ **Seller's** ☐ **Buyer's** expense and

101* (Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

102* (Check one)

103* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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~~(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.~~

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 20 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** Buyer will, at Buyer's expense and within 30 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. ~~If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.~~ Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

~~(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning~~

Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

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~~and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.~~

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- ~~(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.~~
- ~~☐ Buyer waives the right to receive a CCCL affidavit or survey.~~

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
~~Insurance~~
Other: _____

- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (PS) (____) and Seller (____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.
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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. Except for brokerage agreements, no prior or present agreements will bind **Seller**, **Buyer**, or **Broker** unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

~~**15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.~~

~~(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.~~

~~(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.~~

~~16. Attorney's Fees: Costs. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.~~

17. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~18. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.~~

~~19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

20. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) NONE (Seller's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify): N/A

(b) NONE (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☒ other (specify): N/A

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 7 pages.

VAC-11 Rev 6/17

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327• 21. Additional Terms: _____
328 See Addendum attached hereto.
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 COUNTER-OFFER/REJECTION

- 344• ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346• ☐ Seller rejects Buyer's offer

347 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
348 signing.

349• Buyer: CITY OF BONITA SPRINGS Date: 12/18/19

350• Print name: _____

351• Buyer: _____ Date: _____

352• Print name: _____

353 Buyer's address for purpose of notice:

354• Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

355• Phone: (239) 949-6262 Fax: _____ Email: _____

356• Seller: BE 278, LLC Date: 12/17/19

357• Print name: David A. McArthur

358• Seller: _____ Date: _____

359• Print name: _____

360 Seller's address for purpose of notice:

361• Address: 23150 Fashion Drive #235, Estero, FL 33928

362• Phone: (239) 992-5529 Fax: _____ Email: ndewhirst@oakbrookco.com

363• Effective Date: _____ (The date on which the last party signed or initialed and delivered the
364 final offer or counter offer.)

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Buyer (RS) and Seller (DM) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
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**ADDENDUM
TO
VACANT LAND CONTRACT**

SELLER: BE 278, LLC

BUYER: CITY OF BONITA SPRINGS

PROPERTY: +/- 247 acre parcel in Bonita Springs, Florida (APN 24-47-25-B3-00001.1020 / 25-47-25-B2-00001.0010) (Folio # 10585070 / 10283436). Bonita Springs, Lee County, Florida

This is an addendum ("Addendum") to that Vacant Land Contract dated November __, 2019 ("Contract"), by and between the above-referenced Seller and Buyer, for the sale of the above-referenced Property.

Seller and Buyer further agree as follows:

1. The Purchase Price shall be \$4,989,000.00.
2. The Property is legally described on **Exhibit A** hereto and is subject to certain Reserved Easements in favor of Bonita Springs Utilities (BSU), as contained in Deed recorded January 2, 2018, at Instrument # 2018000000234, Official Records of Lee County, Florida.
3. Closing shall be held at the office of the title and closing agent, law office of Steven J. Bracci, PA, 9015 Strada Stell Court, Suite. 102, Naples, Florida. 34109. Closing may occur by courier/mail-away.
4. The Closing Date set forth in Paragraph 4 of the Contract is amended to be thirty (30) days after the expiration of the appeal period following the date when the City grants and adopts by ordinance the approvals referenced in Paragraph 4 and executes the license agreement referenced in Paragraph 3.B., both in the of the Settlement Agreement between BG Mine, LLC, and the City of Bonita Springs, dated November __, 2019.
5. Seller shall provide the City with copies of any surveys and environmental reports for the Property within ten (10) days after the Effective Date.
6. Venue for any disputes shall be Lee County, Florida, where the Property is located.
7. Any disputes and remedies arising under this Contract shall be subject to and resolved in accordance with the Settlement Agreement dated _____ between the City, BG Mine, LLC and BE 278, LLC.
8. To the extent that this Addendum conflicts with the terms of the Contract, this Addendum shall govern.

IN WITNESS WHEREOF, SELLER and BUYER have executed this Addendum as of the date set forth below.

SELLER:

BE 278, LLC

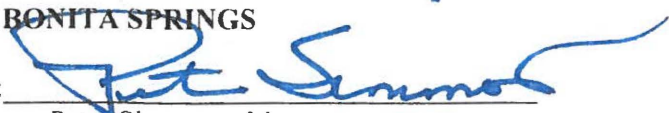
By: _____

David A. McArdle, Manager

Bd Date: _____
DATE: 12/17/19

BUYER:

CITY OF BONITA SPRINGS

By: 

Peter Simmons, Mayor

Date: 12 / 17 / 19

ATTEST:



Arlene Hunter, City Clerk

APPROVED AS TO LEGAL FORM:

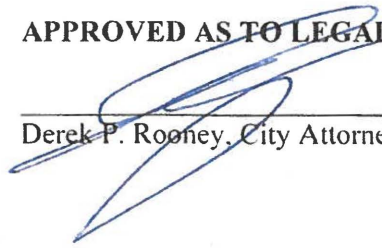

Derek P. Rooney, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in Section 24, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 47 South, Range 25 East, Lee County, Florida; thence along the South line of said Section 24, South 88 degrees 47 minutes 23 seconds West, a distance of 390.00 feet to the West line of an ingress/egress easement as described in Official Records Book 1377, Page 1372, also being a point on the boundary of the lands described in Official Records Book 2722, page 4135, both recorded in the Public Records of Lee County, Florida. The same being the Point of Beginning of the parcel of land herein described; thence follow along the boundary of said lands for the following two (2) calls: 1) Continue along said South line, South 88 degrees 47 minutes 23 seconds West a distance of 1,416.03 feet to the Easterly right-of-way line of Interstate 75 (State Road 93); 2) Thence along said Easterly right-of-way line, North 36 degrees 34 minutes 04 seconds West, a distance of 3,330.65 feet to a point on the boundary of the lands described in Instrument Number 2007000216230, Public Records of Lee County, Florida; Thence along said boundary for the following five (5) calls: 1) North 53 degrees 25 minutes 57 seconds East, a distance of 169.88 feet; 2) Thence North 13 degrees 12 minutes 13 seconds West, a distance of 364.68 feet; 3) Thence North 04 degrees 16 minutes 09 seconds West, a distance of 181.94 feet; 4) Thence North 07 degrees 06 minutes 17 seconds West, a distance of 274.35 feet; 5) Thence North 08 degrees 41 minutes 18 seconds West, a distance of 378.53 feet; Thence North 90 degrees 00 minutes 00 seconds East, a distance of 1,401.58 feet to a point on the West line of the lands described in Resolution Number Z-99-025, Public Records of Lee County, Florida; Thence along said West line, North 00 degrees 58 minutes 40 seconds West, a distance of 302.52 feet; Thence North 89 degrees 59 minutes 23

seconds East, a distance of 1979.63 feet to the aforementioned West line of said ingress/egress easement; Thence along said West line, South 01 degree 01 minute 19 seconds East, a distance of 4,232.73 feet to the Point of Beginning. Less and Except Lands Subject to Conservation Easement as described in Instrument Number 2008000236631, recorded in the Public Records of Lee County, Florida.

Notwithstanding anything herein to the contrary, the Property conveyed herein excludes all of Grantor's utility lines, utility facilities, and well heads, including monitoring wells (other than agriculture) and all appurtenances thereto, situated upon, over and under the Property.

Parcel Identification Number: 24-47-25-B2-00001.1000

Subject to:

- 1. Taxes for 2018 and subsequent years and those title exceptions set forth on Exhibit "A", attached hereto and made a part herof; and**
- 2. Grantor's Reserved Easements, attached hereto as Exhibit "B", and made a part hereof.**

EXHIBIT "A"

TITLE EXCEPTIONS

Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

Easement Deed recorded in O.R. Book 331, Page 402, Public Records of Lee County, Florida.

Notice of Development Order Approval recorded in Instrument Number 2007000189542 and Instrument Number 2007000190743, Public Records of Lee County, Florida.

Environmental Resource Permit Notice recorded in Instrument Number 2007000219888 and Instrument Number 2008000031986, Public Records of Lee County, Florida.

Conservation Easement in favor of the State of Florida Department of Environmental Protection recorded in Instrument Number 2008000236631, Public Records of Lee County, Florida.

Negative Easement recorded in O.R. Book 3255, Page 4715, Public Records of Lee County, Florida.

Negative Easement recorded in O.R. Book 3255, Page 4733, Public Records of Lee County, Florida.

Oil, gas, mineral, or other reservations as set forth in deed by Barron Collier, Jr. et al recorded in Deed Book 216, Page 440, Public Records of Lee County, Florida.

Grant of Utilities Easement recorded in O.R. Book 1844, Page 3207, Public Records of Lee County, Florida.

Fence License Agreement between Bonita Springs Utilities, Inc. and the State of Florida Department of Transportation recorded in Instrument Number 2009000298947, Public Records of Lee County, Florida.

Unrecorded Farming Lease(s).

EXHIBIT "B"
GRANTOR'S (BSU'S) RESERVED EASEMENTS

**(as referened in Deed Recorded on January 2, 2018, at
Instrument No. 2018000000234, Official Records of Lee County, Florida)**

Grantor's Reserved Easements

Reserved Easement No. 1

- A. Grantor hereby reserves unto itself, Grantor's lender, The Bank of New York Mellon Trust Company, N.A., as Trustee under an Indenture of Trust dated September 1, 1991, as amended and supplemented ("**Lender**"), Grantor's successors and assigns, (which assigns may also include an assignment to a "**Qualified Third Party(ies)**") without Grantor relinquishing its rights in and to such blanket easement) a perpetual blanket easement over, under and across the "Property" described in the Warranty Deed ("**Blanket Easement**") for ingress, egress, utility lines (which shall be underground to the extent feasible), drainage (flow or pass-through as opposed to capacity) and ground water monitoring (at to be specified well sites) in order for Grantor to (i) have perpetual ingress and egress access to benefit Grantor's adjacent property ("**Adjacent Property**") specified on Schedule 1, attached hereto and made a part hereof, (ii) provide water and wastewater treatment services to Grantor's customers ("**Services to its Customers**"), (iii) install and/or conduct groundwater monitoring as required by Condition No. 13 of Lee County Zoning Ordinance Z-99-025 when Grantor seeks permits to expand its existing wastewater treatment plant located on the **Adjacent Property** ("**Groundwater Monitoring**"), (iv) conduct Groundwater Monitoring of its existing wells on the Property, (v) other ancillary uses consistent therewith and (vi) drainage, to be limited to (a) such easements as are necessary to comply with any existing permits applicable to the **Adjacent Property** that allows or requires drainage through the Property and (b) such easements as are necessary to drain water from any portion of the **Adjacent Property** for which there is no applicable permit, sufficient in size to accommodate drainage based on historical flows from such portions of Grantor's **Adjacent Property** through the Property. As Grantee develops the Property and creates additional roadways and utility easements within the Property, Grantor agrees to release or relocate portions of its **Blanket Easement** as necessary to enable Grantee to develop the Property, so long as replacement legal and usable easements, to the extent necessary, are contemporaneously granted to Grantor that comply with the terms and Grantor's requirements as set forth in this reserved blanket easement. Such replacement easements shall be of a size sufficient not only to serve all of Grantor's **Adjacent Property** but also for Grantor to provide water and wastewater utility service from its property to its customers and to have water and wastewater interconnection from its **Adjacent Property** to its West Water Resource Facility located directly East of the Bonita Springs Chamber of Commerce building on U.S. 41. "**Qualified Third Party(ies)**", as used herein, is intended to mean the Florida Department of Transportation ("**FDOT**"), Florida Department of Environmental Protection ("**FDEP**"), Army Corps of Engineers ("**ACOE**"), other governmental agencies and Grantor's mortgage holder (which includes the current mortgage Lender and any assignee thereof or any subsequent holder of a mortgage from Grantor). Notwithstanding anything

herein to the contrary, should Grantor in the future install water, waste water, and/or reclaimed water facilities (collectively, "**Facilities**") on the **Blanket Easement**, but excluding the below "**100 Foot South Reserved Easement**" area, to serve Grantor's customers outside of the **Blanket Easement** area, and thereafter relocation of same ("**Relocation**") is required to accommodate Grantee's development of the "Property" described in the Warranty Deed, such **Facilities Relocation** shall be to the 100 Foot South Reserved Easement area, an existing easement or other mutually agreeable easement area and at Grantor's sole expense, unless Grantee pre-approves in writing to Grantor the initial location of the **Facilities**.

- B. The reserved **Blanket Easement** includes the necessary rights of ingress and egress for all easement purposes as set forth herein, including but not limited to the purpose of providing water, sewer and reclaimed water services; provided that, such rights of ingress and egress shall be exercised in a reasonable manner in accordance with standard practice in the industry. This reserved **Blanket Easement** shall include all rights and privileges necessary or convenient for the full use and enjoyment of the Property for the purposes stated herein.
- C. Grantee shall not use the Property, or make improvements to the Property, that could interfere with Grantor's right under its reserved **Blanket Easement**. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.
- D. This reserved **Blanket Easement** shall run with the title to the Property in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the Property, and persons or entities acquiring any right, title or interest in the Property.

Reserved Easements Nos. 2 and 3

- A. Grantor hereby reserves unto itself, its successors and assigns, the Qualified Third Parties, and Qualified Third Parties' successors and assigns, a (i) perpetual and non-exclusive one-hundred foot easement for ingress, egress, drainage, utility and other ancillary uses consistent therewith ("**100 Foot South Reserved Easement**"), over, under and across the property described in Schedule 2, attached hereto and made a part hereof and (ii) a perpetual and non-exclusive fifteen foot easement for ingress, egress, drainage, utility and other ancillary uses consistent therewith ("**15 Foot West Reserved Easement**"), over, under and across the property described in Schedule 3, attached hereto and made a part hereof.

- B. Grantor reserves the right to grant and/or assign, on a non-exclusive basis, perpetual and non-exclusive easements for ingress, egress, drainage, utility and other ancillary uses consistent therewith to **Qualified Third Parties** and any purchaser of all or any portion of Grantor's **Adjacent Property** described on Schedule 1, under, over and across the **100 Foot South Reserved Easement** and the **15 Foot West Reserved Easement**.
- C. Grantee shall not use the Property, or make improvements to the Property, that could interfere with Grantor's right under its reserved **100 Foot South Reserved Easement** and **15 Foot West Reserved Easement**, except that Grantee shall be allowed to improve the **100 Foot south Reserved Easement** with passive recreation amenities ("**Amenities**"). Any landscaping within the **Amenities** area shall not be allowed within ten feet (10') of either side of all utility lines and ten feet (10') around any single piece of infrastructure, including, without limitation, pump stations, wells, hydrants, and ancillary facilities. No trees or any other landscaping that is considered obstructive or has aggressive root systems shall be installed within the **Amenities** area. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, **Amenities**, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.
- D. Grantor agrees to release the **15 Foot West Reserved Easement** so long as replacement legal and usable easements in favor of Grantor and its **Qualified Third Party** assignees, provide access to the property subject to the Conservation Easement recorded as Instrument Number 2008000236631, of the Public Records of Lee County, Florida, and to the Florida Department of Transportation lake adjacent to the Property more particularly described in Instrument Number 2007000216230, Public Records of Lee County, Florida, are contemporaneously granted. Notwithstanding anything to the contrary herein, the drainage easements reserved by Grantor or which may be granted by Grantor under this reservation, shall be limited to (a) such easements as are necessary to comply with any existing permits applicable to the **Adjacent Property** that allows or requires drainage through the Property and (b) such easements as are necessary to drain water from any portion of the **Adjacent Property** for which there is no applicable permit, sufficient in size to accommodate drainage based on historical flows from such portions of Grantor's **Adjacent Property** through the Property. Grantee may use the **100 Foot South Reserved Easement** for ingress, egress, and utilities, including constructing crossings through the **100 Foot South Reserved Easement** to access property to the South owned by Grantee, so long as such use does not prevent or interfere with Grantor's and/or **Qualified Third Parties'** use of the **100 Foot South Reserved Easement**.

- E. The **100 Foot South Reserved Easement** and **15 Foot West Reserved Easement** shall each run with title to the Property in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the Property, and persons or entities acquiring any right, title or interest in the Property.
- F. Grantor's release of any reserved easement(s) hereunder does not require the joinder and consent of its **Qualified Third Party**.

Prepared by and return to:
George Donald Thomson, Jr.

Henderson, Franklin, Starnes & Holt, P.A. (B)
3451 Bonita Bay Blvd. Suite 206
Bonita Springs, FL 34134
239-344-1100
File Number: GDT16180-1 Par2
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made effective this 27th day of December, 2017 between Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation whose post office address is 11900 East Terry Street, Bonita Springs, FL 34135, grantor, and BE 278, LLC, a Florida limited liability company, whose post office address is 24880 Burnt Pine Drive, Building 8, Bonita Springs, FL 34135, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseeth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida to-wit:

The East 330 feet of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida.

Notwithstanding anything herein to the contrary, the Property conveyed herein excludes all of Grantor's utility lines, utility facilities, and all well heads, including monitoring wells, and all appurtenances thereto, situated upon, over and under the Property.

Parcel Identification Number: 25-47-25-B2-00001.0010

Subject to:

- 1. Taxes for 2018 and subsequent years and those title exceptions set forth on Exhibit "A", attached hereto and made a part herof; and**
- 2. Grantor's Reserved Easements, attached hereto as Exhibit "B", and made a part hereof.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

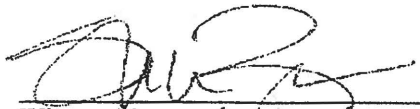
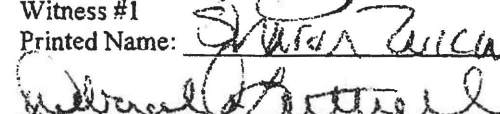
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully

DoubleTimes

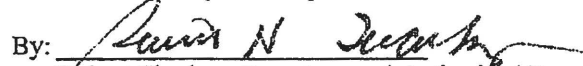
warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness #1
Printed Name: Sharon L. Lutz

Witness #2
Printed Name: Deborah A. Luttrell

Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation

By: 
Robert Sharkey, Secretary and Authorized Person

(Corporate Seal)

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 27 day of December, 2017 by Robert Sharkey, Secretary and Authorized Person of Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: Deborah A. Luttrell

My Commission Expires: _____



EXHIBIT "A"

TITLE EXCEPTIONS

Terms, conditions, agreements and easements contained in the deed recorded in O. R. Book 1300, Page 2137, Public Records of Lee County, Florida.

Easement Deeds recorded in O. R. Book 407, Page 637, O. R. Book 407, Page 639, O. R. Book 408, Page 696 and O. R. Book 408, Page 698, Public Records of Lee County, Florida.

Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

EXHIBIT B

Grantor's Reserved Easements

Reserved Easement No. 1

- A. Grantor hereby reserves unto itself, Grantor's successors and assigns, a (i) perpetual and non-exclusive thirty (30) foot easement for ingress, egress, utility, and other ancillary uses consistent therewith ("**30 Foot South Reserved Easement**") over, under and across the property described in Schedule 1, attached hereto and made part hereof ("**30 Foot South Easement Area**") and (ii) a perpetual and non-exclusive one-hundred (100) foot easement for ingress, egress, utility and other ancillary uses consistent therewith ("**100 Foot East Reserved Easement**"), over and across the property described in Schedule 2, attached hereto and made a part hereof ("**100 Foot East Easement Area**").
- B. In addition to Grantor's **30 Foot South Reserved Easement** and **100 Foot East Reserved Easement**, Grantor specifically reserves the right to (i) construct, operate, maintain, improve and replace any and all utility facilities and all appurtenances thereto, together with other ancillary uses consistent therewith, in both the **30 Foot South Easement Area** and the **100 Foot East Easement Area**, (ii) locate, access, construct, and maintain future well heads, together with other ancillary uses consistent therewith, including but not limited to, the right to clear and fill the "Property" conveyed by Grantor to Grantee and described in this Warranty Deed in order for Grantor to gain vehicular access to such existing waterlines and future well heads identified in Grantee's Property construction plans approved by Grantor and (iii) allow Grantee to grant to Florida Power and Light ("FPL") the right to construct, operate, maintain, improve and replace electrical lines and other ancillary uses consistent therewith in both the **30 Foot South Easement Area** and the **100 Foot East Easement Area**. Grantor and/or FPL shall have the right and privilege to inspect, alter, remove and relocate any of the utilities, utility facilities and appurtenances thereto within both the **30 Foot South Easement Area** and **100 Foot East Easement Area**. The reserved **30 Foot South Reserved Easement** and **100 Foot East Easement** shall include all rights and privileges necessary or convenient for the full use and enjoyment of the **30 Foot South Easement Area** and the **100 Foot East Easement Area** for the respective purposes stated herein.
- C. Grantee shall not use the **30 Foot South Easement Area** or make improvements to the Property, that could interfere with Grantor's right under its reserved **30 Foot South Reserved Easement** nor shall Grantee use the **100 Foot East Easement Area** or make improvements to the Property, other than landscaping, that could interfere with Grantor's right under its reserved **100 Foot East Easement Area**. Provided, however, that landscaping within Easement Areas shall not be allowed within ten feet (10') of either side of all utility lines and ten feet (10') around any single piece of infrastructure, including, without limitation, pump stations, wells, hydrants, and ancillary facilities. No trees or any other landscaping that is considered obstructive or has aggressive root systems

shall be installed within the Easement Areas unless prior written approval is obtained from Grantor. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, landscaping, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.

- D. This **30 Foot South Reserved Easement** shall run with the title to the **30 Foot South Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **30 Foot South Easement Area**, and persons or entities acquiring any right, title or interest in the **30 Foot South Easement Area**.
- E. This **100 Foot South Reserved Easement** shall run with the title to the **100 Foot South Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **100 Foot South Easement Area**, and persons or entities acquiring any right, title or interest in the **100 Foot South Easement Area**.

Reserved Easements Nos. 2 and 3

- A. Grantor hereby reserves unto itself, its successors and assigns, a perpetual and non-exclusive two-hundred foot easement for ingress, egress, drainage and other ancillary uses ("**200 Foot South and East Reserved Easement**"); over, under and across the property described in Schedule 3, attached hereto and made a part hereof ("**200 Foot South and East Easement Area**"), which reserved easements benefit Grantor's adjacent property specified on Schedule 4, attached hereto and made a part hereof.
- B. The **200 Foot South and East Reserved Easement** shall run with title to the **200 Foot South and East Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **200 Foot South and East Easement Area**, and persons or entities acquiring any right, title or interest in the **200 Foot South and East Easement Area**.

SCHEDULE 1

30 Foot South Reserved Easement Area

Schedule 1

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

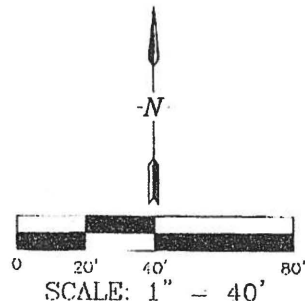
COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 25 SOUTH 1°06'58" EAST, A DISTANCE OF 1292.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID EAST LINE SOUTH 01°06'58" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2356, PAGE 1118, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°01'00" EAST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,887 SQUARE FEET, MORE OR LESS.

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
OR OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG PAGE(S)
FPL FLORIDA POWER & LIGHT



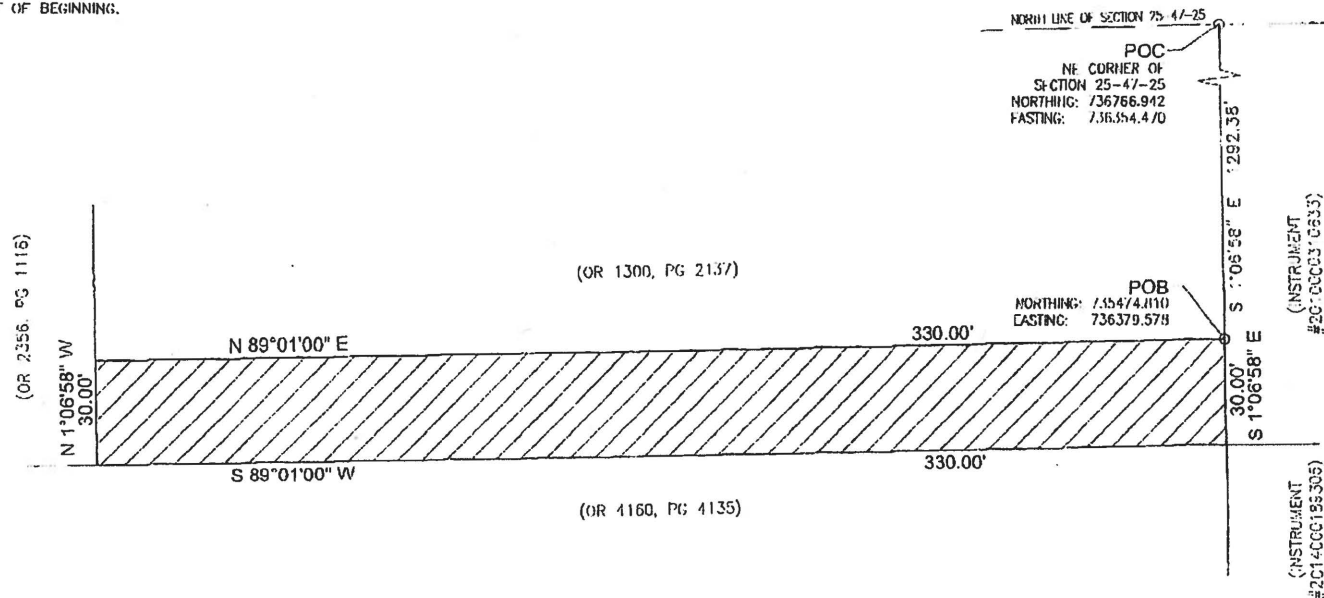
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SIZE FOR REPRODUCTION REASONS

NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GRIDCTIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE EAST LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING SOUTH 01°06'58" EAST.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.



THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION

BONITA SPRINGS UTILITIES, INC.
A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 1300, PAGE 2137
LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

11/30/17
DATE SIGNED

David Lee
DAVID L. SANDENBY II, P.S.M.
FL LICENSE #6761
FOR THE FIRM

DRAWN BY: AH
CHECKED BY: DLS
JOB CODE: BSU08
SCALE: 1" = 40'
DATE: 9 NOVEMBER 2017
FILE: 17-172-BSU 30' S SL
SHEET: 1 of 1



GradyMinor

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. ED 0005151 Cert. of Auth. LB 0005151 Business LG 26000206
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SCHEDULE 1

G:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-BSU 30' S SL.DWG

SCHEDULE 2

100 Foot East Reserved Easement Area

Schedule 2

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALSO BEING THE EAST 100.00 FEET OF AN EXISTING 200.00 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1400, PAGE 2157 AND OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,522.58 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2157, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°06'58" WEST, A DISTANCE OF 1,521.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.04 ACRES, MORE OR LESS.

NOTES:

- COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE NORTH LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 88°47'23" EAST.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

THIS IS NOT A SURVEY

*NOT VALID WITHOUT
SHEETS 1-2 OF 2*

DRAWN BY:	AM
CHECKED BY:	DLS
JOB CODE:	181008
SCALE:	N/A
DATE:	9 NOVEMBER 2017
FILE:	17-172-BSU 100' E SL
SHEET:	1 of 2



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O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LBS 0005151 Business LC 20000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

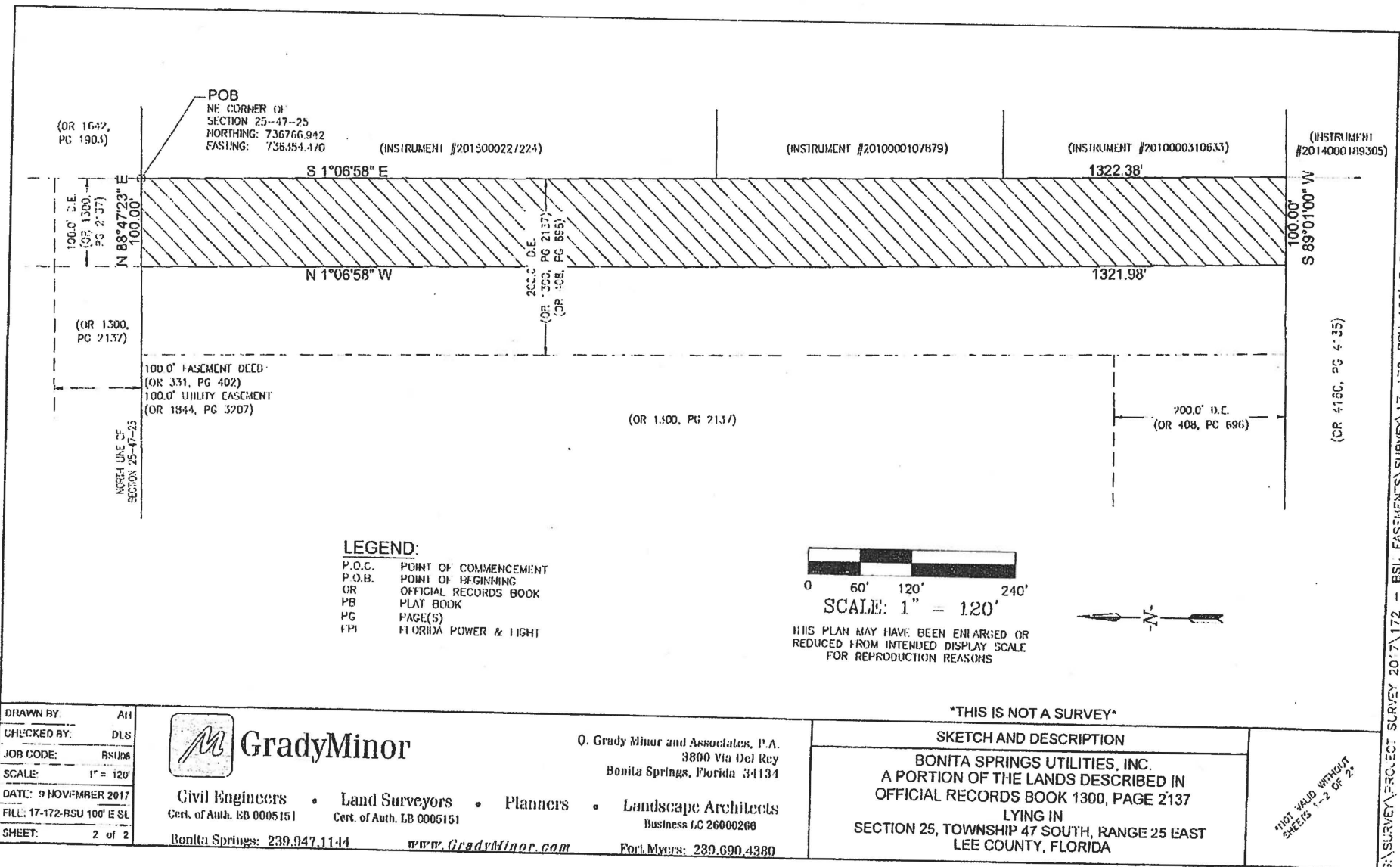
SKETCH AND DESCRIPTION

BONITA SPRINGS UTILITIES, INC.
A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 1300, PAGE 2137
LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

11/30/17
DATE SIGNED

Donald L. Santeney
DONALD L. SANTENEY JR., P.S.M.
FL LICENSE #6761
FOR THE FIRM

SCHEDULE 2
BSU EASEMENTS SURVEY 2017 172 - BSU 100' E SLONG



DRAWN BY: AII
CHECKED BY: DLS
JOB CODE: BSL/DA
SCALE: 1" = 120'
DATE: 9 NOVEMBER 2017
FILE: 17-172-BSU 100' E SL
SHEET: 2 of 2



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BONITA SPRINGS UTILITIES, INC.
A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 1300, PAGE 2137
LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SCHEDULE 3

200 Foot South and East Reserved Easement Area

Schedule 3

PROPERTY DESCRIPTION

BEING A PORTION OF A 200.00 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,322.38 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°01'00" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID 200.00 FOOT WIDE DRAINAGE EASEMENT; THENCE ALONG SAID WEST LINE NORTH 01°06'58" WEST, A DISTANCE OF 1,121.58 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.67 ACRES, MORE OR LESS.

NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE NORTH LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 88°47'23" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING PARTY.

THIS IS NOT A SURVEY

*NOT VALID WITHOUT
SHEETS 1-2 OF 2*

SKETCH AND DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 408, PAGE 696

LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

11/30/17
DATE SIGNED

David L. Sartorius
DAVID L. SARTORIUS, P.S.M.
FL. LICENSE #5761
FOR THE FIRM

DRAWN BY: AH
CHECKED BY: DLS
JOB CODE: BSUB0
SCALE: N/A
DATE: 9 NOVEMBER 2017
FILE: 17-172-200' DE SL
SHEET: 1 of 2

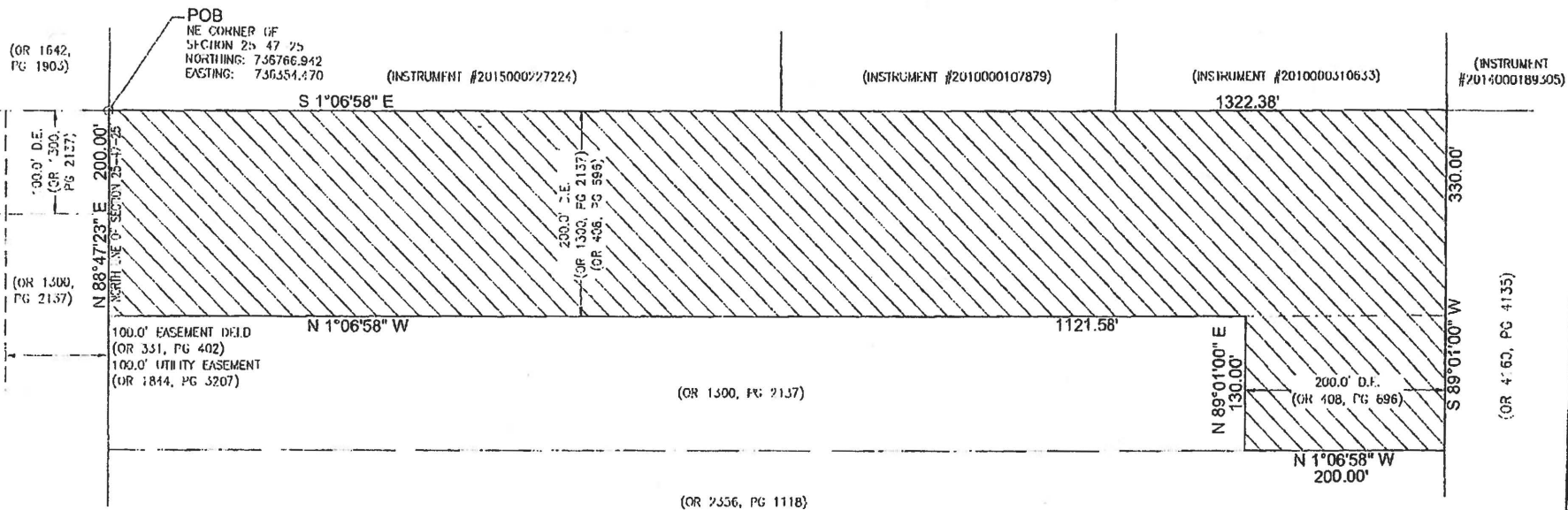


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Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SCHEDULE 3
3:\SURVEY\PROJECT - SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-200' DE SL.DWG



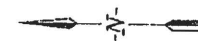
LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
OR OFFICIAL RECORDS BOOK
PH PLAT BOOK
PG PAGE(S)
FPL FLORIDA POWER & LIGHT



SCALE: 1" = 120'

THIS PLAN MAY HAVE BEEN ENLARGED OR
REDUCED FROM INTENDED DISPLAY SCALE
FOR REPRODUCTION REASONS



THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 408, PAGE 696

LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT VALID WITHOUT
SHEETS 1-2 OF 2

DRAWN BY: AH
CHECKED BY: DLS
JOB CODE: BSU08
SCALE: 1" = 120'
DATE: 9 NOVEMBER 2017
FILE: 17-172-200 DE SL
SHEET: 2 of 2



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Cert. of Auth. BB 0005151 Cert. of Auth. LB 0005151
Bonita Springs: 239.947.1144 www.GradyMinor.com

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Business LC 20000266
Fort Myers: 239.690.4380

G:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-200 DE SL.DWG

SCHEDULE 4

Adjacent Property

1. All real property owned by Seller in Section 13, Township 47 South, Range 25 East, Lee County, Florida;
2. All real property owned by Seller in Section 24, Township 47 South, Range 25 East, Lee County, Florida;
3. All real property owned by Seller in Section 25, Township 47 South, Range 25 East, Lee County, Florida; and
4. All real property subject to the Conservation Easement recorded as Instrument Number 2008000236631, of the Public Records of Lee County, Florida.

Exhibit G I

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), is made and entered into this ____ day of _____ 20__ by and between City of Bonita Springs, a Florida municipal corporation, hereinafter referred to as the "Licensor" or "City" and BG Mine, LLC, a Florida limited liability company, hereinafter referred to as the "Licensee" or "BGM."

RECITALS:

WHEREAS, the Licensor owns a currently parcel of land (the "Property") in Bonita Springs, Florida, Property Appraiser Parcel ID _____ more specifically described on Appendix A.

WHEREAS, the Property, lies in eastern Bonita Springs and was previously owned by Licensee but was deeded to the City pursuant to the terms of a Settlement Agreement between the parties on November 20, 2019 ("Settlement Agreement"); and

WHEREAS, BGM had previously utilized the Property for an ongoing commercial mine operation and identified the Property for utilization as a future residential development; and

WHEREAS, the Property was transferred to the City for the purpose of future public recreation; and

WHEREAS, the City finds that this License and its associated improvements are consistent with the City's goals of providing public recreation within the City.

NOW, THEREFORE, the City as Licensor and BGM as Licensee, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Licensed Premises**. The Licensee is permitted to use, under the following terms, the Property as depicted on the Permits as defined herein ("Licensed Premises").
2. **Term**. The initial term of this License shall commence on the date first written above, ("Commencement Date"), and shall terminate at such time as the commercial mine operation has been completed but no later than December 31, 2041, unless otherwise terminated as provided herein.
3. **License**. The Licensee shall have an exclusive license and profit to continue the existing ongoing mine operation which will include but not limited to excavating soil and aggregate materials from the Licensed Premises, consistent with the plans and approved excavation permit described in paragraph 4. During the period of the License, Licensee shall have exclusive right of access and occupancy of the Licensed Premises. Licensee is hereby further granted such non-exclusive temporary easements and licenses on or across the Property as necessary to access and utilize the Licensed Premises for the purposes of continuing the current mine operation that includes uses such as but not limited to clearing, construction staging, storage, blasting, processing / stockpiling / hauling of excavated materials, environmental mitigation work and mine reclamation activities associated with their mine excavation / operation activities and Permits as defined herein. There will be no price charged or consideration required for Licensee's use of Licensed Premises (understanding, however, that the grant of this License is supported by

consideration pursuant to the Settlement Agreement). Licensors will have no right of use of the Property during term of this License.

4. **Permits.** At all times pertinent to this License, Licensee's activities shall conform to the plans, requirements, and conditions of the following permits ("Permits"):
 - i. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) MMR_166246-020
 - ii. FDEP Air General Permit (AGP) 0710214-001 AC
 - iii. City Industrial Planned Development (IPD) Z-98-071 / Z-02-047 as amended
 - iv. City Limited Development Order (LDO) 14-10456-BOS as amended
5. **Maintenance and Repairs of the Licensed Premises.** Licensee shall be solely responsible for the maintenance of the Licensed Premises. Licensee, at Licensee's expense, shall perform, or cause to be performed all necessary repairs or maintenance of the any and all related equipment and improvements. Licensors shall have no liability for the performance thereof or for the payment for such repairs or maintenance. Licensee shall maintain the Licensed Premises in clean, safe and sanitary condition.
6. **Improvement Costs.** Licensee shall bear all costs and expenses to install, construct and maintain any ancillary improvements made on the Licensed Premises.
7. **Improvements.** Licensee shall have the right to make and maintain all improvements identified within the Permits for the Licensed Premises, including all signage related to the mining operation. At the termination of the License, Licensee shall relinquish possession and occupancy of the Licensed Premises to Licensors in the configuration and condition shown on the attached Reclamation Plan in Appendix B.
8. **Assignment.** BGM shall have the right and authority to assign this Agreement and all its rights herein to any person, firm, corporation or other entity, and such assignee shall be entitled to all of the rights and powers of BGM herein. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereof and shall, for all purposes hereof, be substituted as and be deemed the Licensee.
9. **Access.** Upon reasonable notice to Licensee, Licensors and its agents and representatives shall have reasonable access to the Licensed Premises for the purpose of making inspections and examinations of the excavation / mine operations. Licensors shall not interfere with any ongoing excavation / mine operations that may be occurring on or about the Licensed Premises.
10. **Indemnification and Insurance.** Licensee hereby agrees to indemnify and hold the Licensors harmless from any losses, damages, costs, claims, expenses of any nature, including attorneys' fees, and liability to any person that the Licensors may incur arising out of the Licensee use of the Licensed Premises. Licensee further agrees not to permit any lien to be filed against the Property because of its actions, and in the event that one is filed, Licensee agrees to take any such

action necessary to have said lien removed within sixty (60) days from the date Licensee is notified of such lien. In addition, at all times while Licensee is performing any excavation activity on the Property, Licensee agrees to name the City as a beneficiary of any reclamation bonds required as a condition of Licensee's regulatory permits.

Licensee and its contractors, at their sole expense, shall secure the following minimum insurance coverage throughout the term of this License:

- i. **Workers' Compensation - Insurance** covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.
 - ii. **Comprehensive General Liability - Coverage** shall have minimum limits of \$1,000,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. Such insurance shall also include the following provisions:
 - o **Business Auto Liability - Coverage** which shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - o Name the City, its officers, agents, and employees as additional insured, and must be listed as such on the Insurance Certificate.
- 11. Notices.** All notices or other communications hereunder shall be in writing and shall be given to such party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:
- | | | | |
|-----------|--|-----------|---|
| Licensee: | City of Bonita Springs | Licensor: | BG Mine, LLC |
| Address: | 9101 Bonita Beach Road
Bonita Springs, FL 34135 | Address: | 23150 Fashion Drive, #235
Estero, FL 33928 |
- 12. No Partnership or Lease.** It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.
- 13. No Waiver of Sovereign Immunity by Parties.** Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensor or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a waiver of the sovereign immunity or governmental immunity of the Licensor, and its officers and employees.

- 14. No Rights in Third Parties.** The parties hereto mutually agree that this License shall neither create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, nor authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.
- 15. Approval of Regulatory Agencies.** This License is subject to and conditioned upon Licensee obtaining and maintaining approval from any and all federal, state or local governmental, regulatory, or judicial authorities having jurisdiction: (i) over Licensee and its authority to use the Licensed Premises; and (ii) over the construction of the improvements proposed to be located by Licensee on the Licensed Premises. Licensee agrees to use its best efforts to obtain and maintain any such required approvals during the terms of this License.
- 16. Entire Agreement, Amendment, Choice of Law.** This License, except where in conflict with the Settlement Agreement between the parties entered into on November 20, 2019, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of any force and effect. This License may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. This License shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this License, venue for such litigation shall lie exclusively in Lee County, Florida.
- 17. Severability.** If any term, covenant, condition, promise, or provision of this License, or the application thereof to any person or circumstance, shall be invalid or unenforceable or be declared unenforceable, the remainder of this License and the application of such term, covenant, condition, promise, or provision to persons or circumstances other than those to which it has been held to be invalid or unenforceable, shall not be affected thereby, and shall be severable therefrom, and each remaining term, covenant, condition, promise, and provision of License shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF THIS PAGE IS BLANK]

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BG Mine, LLC, a Florida limited liability company,

By: OBPEL-BG MINE, LLC, a Florida limited liability company, its Manager

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, as Manager of BG Mine, LLC, on behalf of said entity. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Appendix A:

Appendix B:

Exhibit G Z

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), is made and entered into this ____ day of _____ 20__ by and between City of Bonita Springs, a Florida municipal corporation, hereinafter referred to as the "Licensor" or "City" and BE 278, LLC, a Florida limited liability company, hereinafter referred to as the "Licensee" or "BE 278."

RECITALS:

WHEREAS, the Licensor owns a currently parcel of land (the "Property") in Bonita Springs, Florida, Property Appraiser Parcel ID 24-47-25-B3-00001.1020 more specifically described on Appendix A.

WHEREAS, the Property, lies in eastern Bonita Springs and was previously owned by Licensee but was deeded to the City pursuant to the terms of a Settlement Agreement and subsequent Purchase and Sale Agreement entered into between the parties on November 20, 2019 ("Settlement Agreement"); and

WHEREAS, the Property was also previously identified by the South Florida Water Management District's Southwest Florida Feasibility Study and City as a potential site for enhancing water quality and stormwater attenuation within the Imperial River watershed; and

WHEREAS, the City finds that this License and its associated improvements are consistent with the City's goals of improving water quality and stormwater conditions within the City.

NOW, THEREFORE, the City as Licensor and BE 278 as Licensee, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Licensed Premises**. The Licensee is permitted to use, under the following terms, an area of the Property as depicted on the Permits as defined herein ("Licensed Premises").
2. **Term**. The initial term of this License shall commence on the date first written above, ("Commencement Date"), and shall terminate at such time as the commercial excavation has been completed but no later than ten (10) years after the Commencement Date, unless otherwise terminated as provided herein.
3. **License**. The Licensee shall have an exclusive license and profit to remove soil from the Licensed Premises, consistent with the plans and approved excavation permit described in paragraph 4. During the period of the License, Licensee shall have exclusive right of access and occupancy of the Licensed Premises. Licensee is hereby further granted such non-exclusive temporary easements and licenses on or across the Property as necessary to access and utilize the Licensed Premises for the purposes of clearing, construction staging associated with its activities. There will be no price charged or consideration required for Licensee's use of Licensed Premises (understanding, however, that the grant of this license is supported by consideration pursuant to the Settlement Agreement).
4. **Permits**. At all times pertinent to this License, Licensee's activities shall conform to the plans, requirements, and conditions of the following permits ("Permits"):

- i. South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP)
- ii. SFWMD Dewatering Permit
- iii. Army Corps of Engineers (ACOE) No Permit Required Letter
- iv. City Zoning Administrative Amendment (ADD)
- v. City Development Order (DO)

The basis of the Permits shall be removal of for water quality and retention purposes, not to exceed 4.56 million cubic yards of fill material. The result will be a combination of shallow littoral areas and deep water lake (maximum 20' deep as measured from control elevation) as agreed upon by City and Licensee. All excavation areas will have a perimeter berm (minimum 3.0 feet in height as measured from control elevation with a 4:1 maximum slope and 6' top width).

5. **Maintenance and Repairs of the Licensed Premises.** Licensee shall be solely responsible for the maintenance of the Licensed Premises. Licensee, at Licensee's expense, shall perform, or cause to be performed all necessary repairs or maintenance of the any and all related equipment and improvements. Licensors shall have no liability for the performance thereof or for the payment for such repairs or maintenance. Licensee shall maintain the Licensed Premises in clean, safe and sanitary condition.
6. **Improvement Costs.** Licensee shall bear all costs and expenses to install, construct and maintain any ancillary improvements made on the Licensed Premises.
7. **Improvements.** Licensee shall have the right to make all improvements identified within the Permits for the Licensed Premises. Licensee shall make no other alterations, installations, additions or improvements in or to the Licensed Premises, including without limitation, the placement of any signs, unless the Licensee obtains the prior written authorization from the Licensors.
9. **Assignment.** BE 278 shall have the right and authority to assign this Agreement and all its rights herein to any person, firm, corporation or other entity, and such assignee shall be entitled to all of the rights and powers of BE 278 herein. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereof and shall, for all purposes hereof, be substituted as and be deemed the Licensee.
10. **Access.** Upon reasonable notice to Licensee, Licensors and its agents and representatives shall have reasonable access to the Licensed Premises for the purpose of making inspections and examinations of the excavation work. Licensors shall not interfere with any ongoing site development work that may be occurring on or about the Licensed Premises.
11. **Indemnification and Insurance.** Licensee hereby agrees to indemnify and hold the Licensors harmless from any losses, damages, costs, claims, expenses of any nature, including attorneys' fees, and liability to any person that the Licensors may incur arising out of the Licensee use of the Licensed Premises. Licensee further

agrees not to permit any lien to be filed against the Property because of its actions, and in the event that one is filed, Licensee agrees to take any such action necessary to have said lien removed within sixty (60) days from the date Licensee is notified of such lien. In addition, at all times while Licensee is performing any excavation activity on the Property, Licensee agrees to name the City as a beneficiary of any reclamation bonds required as a condition of Licensee's regulatory permits.

Licensee and its contractors, at their sole expense, shall secure the following minimum insurance coverage throughout the term of this License:

- i. **Workers' Compensation - Insurance** covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.
 - ii. **Comprehensive General Liability** - Coverage shall have minimum limits of \$1,000,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. Such insurance shall also include the following provisions:
 - o **Business Auto Liability** - Coverage which shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - o Name the City, its officers, agents, and employees as additional insured, and must be listed as such on the Insurance Certificate.
- 12. Notices.** All notices or other communications hereunder shall be in writing and shall be given to such party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:

Licensee:
City of Bonita Springs

Licensor:
BE 278, LLC

Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135

Address: 23150 Fashion Drive, #235
Estero, FL 33928

- 13. No Partnership or Lease.** It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.
- 14. No Waiver of Sovereign Immunity by Parties.** Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensor or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a

waiver of the sovereign immunity or governmental immunity of the Licensor, and its officers and employees.

15. **No Rights in Third Parties.** The parties hereto mutually agree that this License shall neither create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, nor authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.
16. **Approval of Regulatory Agencies.** This License is subject to and conditioned upon Licensee obtaining and maintaining approval from any and all federal, state or local governmental, regulatory, or judicial authorities having jurisdiction: (i) over Licensee and its authority to use the Licensed Premises; and (ii) over the construction of the improvements proposed to be located by Licensee on the Licensed Premises. Licensee agrees to use its best efforts to obtain and maintain any such required approvals during the terms of this License.
17. **Entire Agreement, Amendment, Choice of Law.** This License, except where in conflict with the Settlement Agreement between the parties entered into on November 20, 2019, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of any force and effect. This License may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. This License shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this License, venue for such litigation shall lie exclusively in Lee County, Florida.
18. **Severability.** If any term, covenant, condition, promise, or provision of this License, or the application thereof to any person or circumstance, shall be invalid or unenforceable or be declared unenforceable, the remainder of this License and the application of such term, covenant, condition, promise, or provision to persons or circumstances other than those to which it has been held to be invalid or unenforceable, shall not be affected thereby, and shall be severable therefrom, and each remaining term, covenant, condition, promise, and provision of License shall be valid and enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BE 278, LLC, a Florida limited liability company,

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____
____ 20__, by _____, as Manager of BE 278, LLC, on behalf
of said entity. Said person (check one) ____ is personally known to me or ____ produced
_____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Appendix A:

**BONITA GRANDE MINE
COMPREHENSIVE PLAN AMENDMENT
DRAFT PROPOSED TEXT AMENDMENT**

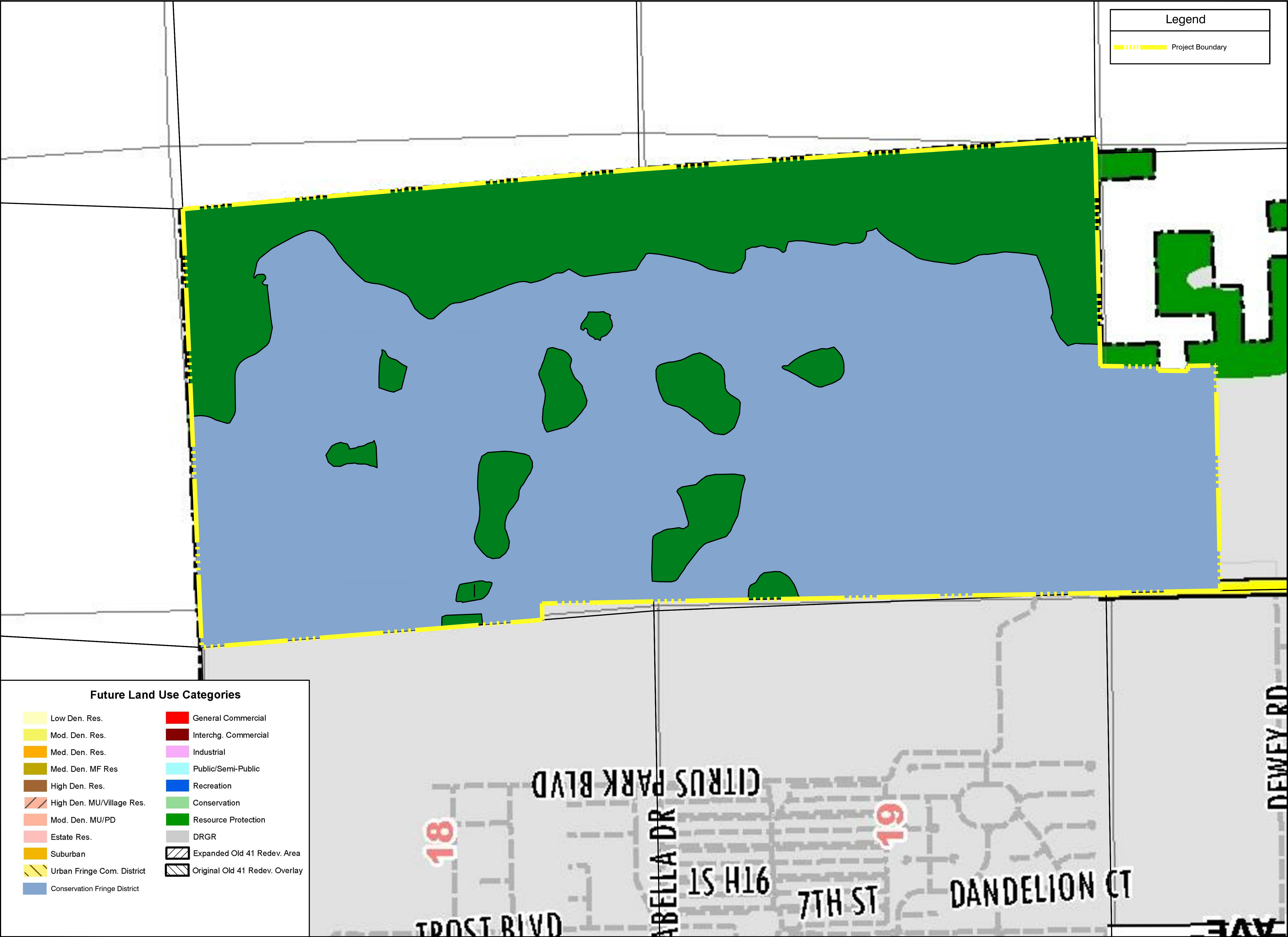
Policy 1.1.27: Conservation Fringe. This category is intended to recognize geographic areas that a) include an existing vested mining operation; and b) are adjacent or proximate to lands with significant environmental resource and habitat values. As of the date of the adoption of the Conservation Fringe District, zero (0) acres have been designated as Conservation Fringe District; although the City anticipates that approximately 1,348 acres may ultimately be designated as Conservation Fringe District. The City recognizes that existing mines provide a regional supply for lime rock needs and help to minimize the impacts of new mines on the environment, surrounding land uses and roadways. Once mining is completed, the reclamation / redevelopment of the land must occur such that it is compatible with the adjacent or proximate environmental lands. Allowable land uses are limited to conservation uses; agriculture; excavation (existing vested mining operation only); residential uses at a maximum density of 0.52 dwelling units per gross acre along with accessory amenity building and private recreational areas; public uses; non-profit public recreational uses; and essential services needed for the health, safety, and general welfare of the community such as lift stations, utility lines, potable/non-potable wells and equipment and appurtenances necessary for such systems to furnish adequate levels of service. Notwithstanding Future Land Use Element Policy 1.1.2.c and Conservation/Coastal Management Element Policy 15.1.5, wetland and resource protection acres are eligible to be counted as part of the gross acreage for density purposes, but all density must be clustered on the permitted upland portion and/or disturbed land of an approved master concept plan for the reclamation/redevelopment plan. Contiguous property under common ownership of the existing vested mining operation may be included in the Conservation Fringe District up to a maximum of 10% of the existing vested mining operation area for residential purposes only. The cumulative total number of units for all properties designated as Conservation Fringe District shall not exceed a maximum of 700 units. Development within this Conservation Fringe District must adhere to the following innovative design and planning conditions:

1. The property (including contiguous property if applicable) shall be rezoned to a Planned Development. If the property is already zoned Planned Development, the Planned Development shall be amended to comply with the requirements of this Policy no later than completion of the existing mining operation (if applicable) but no later than 12/31/2041.
2. The Planned Development rezoning shall include a minimum of 60% open space calculated over the net project area, not including existing mining lakes and public road right-of-way, and shall implement the following, to the maximum extent feasible:
 - a) Restoration and accommodation of existing and historical regional flow ways;
 - b) Restoration and accommodation of existing and historic groundwater levels;
 - c) Restoration and preservation of wetlands;
 - d) Restoration and preservation of indigenous upland habitats; and
 - e) Where applicable, provision of critical wildlife connections to adjacent conservation areas.

3. A proposed enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning. The enhanced lake management plan shall be in addition to any previously approved lake management or reclamation plan for the property, and shall include, at a minimum, the following:
 - a) Application of best management practices for fertilizers and pesticides;
 - b) Provision for erosion control and lake bank stabilization;
 - c) Establishment of lake maintenance requirements; and
 - d) Establishment of an education program for any homeowners' association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.
4. Through the Development Order process, a site specific ecological and hydrological restoration plan shall be developed, which shall include, at a minimum, the following:
 - a) Excavation and grading plans;
 - b) Analysis of hydrological improvements and water budget for both land surface and subsurface; and
 - c) For areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.
5. A Conservation Easement for each preservation area shall be platted as part of a master plat for the property and dedicated to the appropriate maintenance entity which has been approved by the City.
6. Indigenous management plans shall address human-wildlife coexistence and buffers between development areas and preservation/conservation areas.
7. Landscaping shall use Florida Friendly Planting with low irrigation requirements in Common Elements.
8. A minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project.
9. Stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area.
10. Existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041.
11. Existing or proposed public potable water wells shall be protected.
12. On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.
13. The Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available.
14. Written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District.

15. The proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources.
16. Golf course use is prohibited.

Final densities and non-residential uses shall be determined as part of the Planned Development rezoning process and shall be based upon a demonstration of compatibility of the proposed development with adjacent and proximate development.



PROJECT:

BONITA
GRANDE MINE

LOCATION:

BONITA SPRINGS, FLORIDA
S 17 & 20, T 47 S, R 26 E

CLIENT:

BG MINE, LLC

CONSULTANT:

MORRIS
DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6632 / FL CERT NO. LB6691 / LC26000330

Fort Myers

2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-9993
Fax: (239) 337-3994
Toll free: 866-337-7341

Tallahassee

113 South Monroe Street
1st Floor
Tallahassee, Florida 32301
Toll free: 866-337-7341

Destin

495 Grand Boulevard
Suite 209
Miramar Beach, FL 32550
Toll free: 866-337-7341

REVISIONS	DATE
PROJECT MANAGER:	TME
DRAWING BY:	CJV
JURISDICTION:	BONITA SPRINGS
DATE:	11/18/2019
SHEET TITLE:	PROPOSED FUTURE LAND USE MAP
SHEET NUMBER:	EX-003
5000250500 SCALE 1"=500'	
JOB/FILE NUMBER:	16027

© COPYRIGHT MORRIS DEPEW ASSOCIATES, INC. 2019 ALL RIGHTS RESERVED. G:\16027 - Bonita Grande Mine - Callbrook\Plants\Exhibit\16027 EX-003 PROPOSED FLU MAP - 80 ACRES.dwg 4/PROJ FLU MAP - Nov 18 2019 10:15:38 am PLOTTED BY: CIVE/Vacke

Exhibit I

BG MINE RESIDENTIAL PLANNED DEVELOPMENT PARAMETERS

Consistency with the City's Land Development Regulations. The BG Mine property is currently zoned Industrial Planned Development ("IPD") and the Option Property is currently zoned agricultural (AG-2) (collectively the "Properties"). Upon the Parties' compliance with their respective obligations under the Settlement Agreement, the residential development permitted on the Properties per a Residential Planned Development (RPD) will be consistent with the City's land development regulations.

Development of the Properties. The following development shall be permitted on the Properties.

- 700 single-family residential units, with up to a maximum 200 multi-family units so long as the total number of residential units does not exceed 700.
- 60,000 square feet of amenity building areas, uses to include personal services, restaurant, club house, beach club, retail, real estate sales center, office uses and recreational facilities.
- Nonprofit public recreational uses on the North Lake as defined below that are permitted as part of the RPD.
- Proposed development layout as depicted on the Master Concept Plan attached as **Exhibit "A"**.
- Proposed Development Regulations, Permitted Uses and Schedule of Deviations per attached as **Exhibit "B"**.

Rezoning. The City acknowledges that an application requesting a modification of the Properties' zoning designation to allow the residential development permitted by the Settlement Agreement will be filed. It is the desire of all Parties that the rezoning be considered as soon as reasonably possible and pursued diligently per agreed upon schedule within the Settlement Agreement.

Public Facilities. The following public facilities will serve the Properties:

- Potable Water: Potable water will be supplied by Bonita Springs Utilities.
- Sanitary Sewer: Wastewater services will be provided by Bonita Springs Utilities.
- Solid Waste: Solid waste service will be provided by the hauler franchised by the City.
- Drainage: The Properties are not located within an Area of Special Flood Hazard as indicated on the Flood Insurance Rate Maps and all construction activities will be in accordance with applicable City and South Florida Water Management District permitting standards and requirements.
- Fire, Rescue, and EMS: Fire control and rescue services will be provided by the Bonita Springs Fire Control and Rescue District. Emergency management services will be provided by Lee County Public Safety.
- Roads: No improvements to area roadways will be required, including Bonita Grande Drive or West Terry Street. BGM will be responsible for their proportionate share of any site-related intersection improvements when warranted, specifically West Terry Street / Bonita Grande Drive, West Terry Street / Morton Road and Bonita Grande Drive / Bonita Beach Road. Private external or internal roads serving the Properties will be constructed, operated and maintained by a master homeowner association or a community development district ("CDD").

Access improvements beyond Bonita Grande Drive via the dedicated 60-foot right-of-way to the North Lake dedication referenced herein will be the sole responsibility of the City.

Reservation or Dedication of Land.

- **Environmental Lands:** The land designated as a preserve or conservation easement per the existing FDEP Environmental Resource Permit or any of the Option Property designated as a preserve or conservation easement as a condition of zoning will be managed by a CDD or by a master homeowner's association.
- **North Lake:** BGM agrees to (i) transfer title and grant an easement to the City for the northern portion of the Property; and (ii) grant easement rights to a sixty (60) foot roadway easement, both generally depicted on a sketch attached hereto as **Exhibit "C"** for the purposes of public recreation and pursuant to a draft joint use agreement. During the South Florida Water Management District (SFWMD) environmental resource permitting for the residential development on the Properties, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the SFWMD for the Properties. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on the BGM's residential development.

Community Development Districts. It is understood between the parties that in addition to any property owners associations established by BGM that a Community Development District may be established by BGM to provide services to or maintain any portion of the Properties as permitted under Chapter 190, Florida Statutes, to plan, finance, acquire and construct community infrastructure that may benefit all or portions of the Properties and in doing so may assume obligations otherwise directed at BGM.

Transportation Obligations. The City agrees no transportation mitigation is required for the residential development other than their proportionate share of site related intersections referenced above. Payment of road impacts fees are not required.

Vested Rights. The City acknowledges and agrees that BGM's transportation obligations listed above will mitigate the impacts of the residential development of the Properties on the City's transportation network. Except for these transportation obligations, the City agrees that BGM will have no responsibility for any other road improvements other than those roads which are a part of BGM's internal roadway system. The City further agrees that if BGM fulfills these transportation obligations, the Properties shall be deemed concurrent as to transportation and shall have no other obligations under the City's Concurrency Management System as to transportation facilities.

Applicable Land Use Regulations. Development within the Properties shall be subject to the City's land development regulations and policies governing development at the time of the RPD.

REVISONS	DATE
PROJECT MANAGER	MMW
DRAWING BY	C.V
JURISDICTION	BONITA SPRINGS
DATE	10/30/2019
SHEET TITLE	
MASTER CONCEPT PLAN NOTES	
SHEET NUMBER	C-501
JOB/FILE NUMBER	16027-08



REVISIONS	DATE
PROJECT MANAGER	MWA
DRAWING BY	CJA
JURISDICTION	BONITA SPRINGS
DATE	10/31/2011
SHEET TITLE	
MASTER CONCEPT PLAN NOTES	
SHEET NUMBER	C-502
JOBSITE NUMBER	16027-06

Bonita Grande
Residential Planned Development
Schedule of Uses

ACCESSORY USES AND STRUCTURES

BOAT DOCKS

DWELLING UNITS:

SINGLE-FAMILY

TWO FAMILY ATTACHED

TOWNHOUSE

MULTI-FAMILY

ZERO-LOT LINE

ENTRANCE GATES AND GATEHOUSE

ESSENTIAL SERVICES

ESSENTIAL SERVICE FACILITIES - GROUP I ONLY

EXCAVATION:

WATER RETENTION

MINING (EXISTING ONLY)

FENCES, WALLS

HOME OCCUPATION

MODELS:

MODEL DISPLAY CENTER

MODEL HOME

MODEL UNIT

MULTI-FAMILY PARCELS ON MINING LAKES ONLY

MULTI-SLIP DOCKING FACILITY

PARKING LOT, ACCESSORY - TO A MODEL DISPLAY CENTER, HOME OR UNIT ONLY

REAL ESTATE SALES

RECREATIONAL FACILITIES, PERSONAL

RESIDENTIAL ACCESSORY USES

SIGNS IN ACCORDANCE WITH CHAPTER 6

TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION

Amenity Areas

ACCESSORY USES AND STRUCTURES

ADMINISTRATIVE OFFICES

BOAT RAMPS AND DOCKAGE, NOT MARINA

BOAT RENTAL

COMMUNICATION FACILITY, WIRELESS

CONSUMPTION ON PREMISES

CLUBS, CLUBHOUSE – PRIVATE

ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
EXCAVATION, WATER RETENTION
FENCES, WALLS
FISHING PIERS
FOOD AND BEVERAGE SERVICES, LIMITED
MARINA
MODEL DISPLAY CENTER
MULTI-SLIP DOCKING FACILITY
PARKING LOT, ACCESSORY
PERSONAL SERVICES - GROUPS I & II
REAL ESTATE SALES
RECREATIONAL FACILITIES, PRIVATE ON SITE
RESTAURANTS, GROUPS I, II, & III
SIGNS IN ACCORDANCE WITH CHAPTER 6
SPECIALTY RETAIL SHOPS, GROUPS I & II
STORAGE, INDOORS
TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION

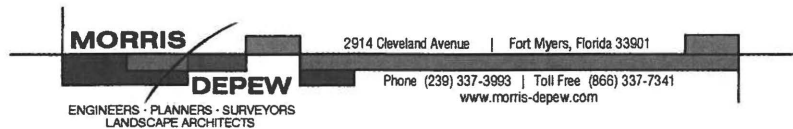
North Lake Park Area (All uses subject to Joint Use Agreement)

PARKS:

GROUP I – LIMITED TO FISHING PIERS; NATURE or WILDLIFE PRESERVES;
PASSIVE RECREATIONAL AND EDUCATIONAL ACTIVITIES INCLUDED, BUT NOT
LIMITED TO HIKING, NATURE TRAILS AND SIMILAR ACTIVITIES REQUIRING FEW OR
NO ON-SITE FACILITIES

GROUP II – LIMITED TO BOAT RAMPS (KAYAKS / CANOES ONLY); NATURE CENTER;
COMMUNITY PARKS; REGIONAL PARKS

PARKING LOT, ACCESSORY TO PARK USE
RECREATIONAL FACILITIES, COMMERCIAL GROUP III – LIMITED TO PASSIVE RECREATIONAL
AND EDUCATIONAL ACTIVITIES INCLUDING BUT NOT LIMITED TO HIKING, NATURE TRAILS
AND SIMILAR ACTIVITIES REQUIRING FEW OR NO ON-SITE FACILITIES
SIGNS IN ACCORDANCE WITH CHAPTER 6



Bonita Grande RPD
Property Development Regulations

Land Uses	Min Lot Area (SF)	Min Lot Width (FT)	Min Lot Depth (FT)	Min Street Setback (FT)	Min Side Setback (FT)	Min Rear Lot Setback (FT)	Min Setback from Waterbody (FT)	Min Accessory Structure Side Setback (FT)	Min Accessory Structure Rear Setback (FT)	Min Accessory Structure Setback from Waterbody (FT)	Building Separation (FT)	Max Building Height (FT)	Max Lot Coverage (%)
Single-Family	4,500	45	100	20	5	10	20	5	5	15	10	35	60
Two-Family Attached	3,300	30	100	20	0 or 5	10	20	5	5	15	10	45	60
Townhouse	2,220	20	100	20	0 or 5	10	20	5	5	5	10	45	60
Multi-family	1,800	20	90	20	0 or 5	10	20	5	N/A	0	20	45	60
Zero-lot Line	4,500	45	100	20	0 or 5	10	20	5	5	5	10 ¹	35	60
Clubhouse/Amenity Sites	6,500	50	100	20	10	20	20	10	5	5	20	50	60

Note 1: Per LDC § 4-741(d)(2) where the master concept plan calls for single-family detached or attached zero lot line housing, each dwelling unit structure may have one wall without windows or doors on a side lot line, may encroach with eaves or cornice no more than 36 inches into the adjacent yard, and shall maintain at least a minimum 10' separation from the building on the side opposite the zero setback line

Exhibit J

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

EVENT	TIME-FRAME
Local Planning Agency Hearing	Published and mailed notice at least 10 days before meeting (CPA only) December 12, 2019
City Council – Transmittal Hearing	Published notice at least 7 days before meeting *recommend to combine published and mailed notice for the Local Planning Agency meeting and the City Council transmittal hearing January 15, 2020
City – Transmittal of Plan Amendment to FDEO	Within 10 working days of transmittal hearing (CPA only) January 21, 2020
FDEO and Agency Comments	Within 30 days of receipt of the plan amendment (CPA only) February 24, 2020
City Council – Adoption Hearing	Published notice at least 5 days before meeting *recommend to provide published and mailed notice at least 10 days before meeting March 4, 2020
City – Adoption Package to FDEO	Within 10 working days of adoption (CPA only) March 11, 2020

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

FDEO – Notification of Completeness	Within 5 days of receipt of adoption package (CPA only) March 17, 2020
Effective Date	Within 31 days of FDEO's notice of completeness (CPA only) April 17, 2020 *if timely challenged within 30 days of adoption, not effective until final order is entered.

ITEM TITLE: Update on the Fiscal Year 2026-2027 draft budget.

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

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

On June 17, 2026, the City of Bonita Springs Proposed Annual Operating and Capital Improvement Budget for Fiscal Year 2026-2027 was presented to City Council, followed by discussion by Council Members which continued on July 15, 2026.

The purpose of this agenda item is to provide City Council with an opportunity to discuss the proposed budget further and provide any additional direction to staff.

RECOMMENDATION: Receive update and provide any additional direction to staff.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roth