



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

City of Bonita Springs City Council Meeting Agenda

June 3, 2026
5:30 p.m.

To speak to the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, who is seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers. Written comments may be submitted in advance of the meeting by emailing your name, address, and comment to citymeetings@cityofbonitasprings.org by 12 Noon, June 3, 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. Presentations:
 - A. Presentation by Tamara Pigott, Executive Director of the Lee County Visitor & Convention Bureau, on tourism activity and Tourist Development Council (TDC) initiatives. (Green Sheet 26-06-092)
7. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on May 20, 2026.
 - B. Approve a Resolution and Supplemental Task Agreement #3 issued under CN 23-23, Miscellaneous Grant Writing and Support Services with Pegasus Engineering, LLC for grant management services to assist with the implementation of the Central Bonita Springs Neighborhood Elevation Project. (Green Sheet 26-06-094)

- C. Approve amendment #2 for the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities clarifying grant match responsibilities for Lakes of San Souci and Sun Village Septic to Sewer Projects. (Green Sheet 26-06-095)
- D. Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #5 and authorizing the City Manager to execute a one-year lease agreement. (Green Sheet 26-06-096)
- E. Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #2 and authorizing the City Manager to execute a one-year lease agreement; and approve the early lease termination request submitted by the current tenants of Artist Cottage #2. (Green Sheet 26-06-097)
 - Opportunity for City Council Comments on Consent Agenda

8. Public Hearings:

- A. (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE; CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK AREAS; PROVIDING DEFINITIONS FOR THE TERM "ELECTRIC BICYCLE," "MOTORCYCLE," "MICROMOBILITY DEVICE," AND OFF HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS, GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE (Green Sheet 26-06-098)

9. Mayor and Council Member Items:

- A. Discussion regarding establishing a historical preservation evaluation policy, and direction to staff. (Corrie, Green Sheet 26-06-099)

10. City Attorney Items:

11. City Manager Items:

- A. Approve Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Management (HMGP) contract agreement for Central Bonita Springs Neighborhood Elevation Project. (Green Sheet 26-06-093)

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

ITEM TITLE: Presentation by Tamara Pigott, Executive Director of the Lee County Visitor & Convention Bureau, on tourism activity and Tourist Development Council (TDC) initiatives.

REQUESTOR: Arleen M. Hunter, City Manager

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND:

Tamara Pigott, Executive Director of the Lee County Visitor & Convention Bureau, will report on tourism activity and current Tourist Development Council (TDC) initiatives. She will also introduce Pamela Johnson, Deputy Director of the Lee County Visitor & Convention Bureau, who is set to assume the role of Executive Director upon Ms. Pigott's upcoming retirement.

RECOMMENDATION: Receive report.

ATTACHMENTS:

REVIEWERS:

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



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

City of Bonita Springs
City Council
Draft Meeting Minutes
May 20, 2026
9:00 a.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 9:00 a.m.*
2. **Invocation** - *Provided by Father Timothy Sheedy of St. Leo the Great Catholic Church.*
3. **Pledge of Allegiance**
4. **Roll Call**

Present: 7 Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.

Absent: 0
5. **Public Comment on Agenda Items** - *None*
6. **Ceremonial Proclamations and Presentations:**
 - A. **Presentation Honoring the Bonita Springs High School Bull Sharks Girls Flag Football Team for their Outstanding Season.** (Sponsored by Mayor Gibson)

Mayor Gibson presented a certificate of recognition to the Bonita Springs High School Flag Football Team. Also, Mayor Gibson, joined by Council Member Fullick, presented a letter of appreciation to the Bonita Springs High School JROTC cadets for their participation in the holiday cards for the troops initiative.
7. **Consent Agenda Items:**

*Mayor Gibson pulled Item 7G from the consent agenda for discussion. Council Member Carr motioned to approve the remaining consent agenda items; Seconded by Council Member Corrie. **The motion carried unanimously.***

 - A. Approve Minutes from the City Council Regular Meeting held on May 6, 2026.
 - B. Approve a sub-recipient agreement between the City of Bonita Springs and Lee County Board of County Commissioners for FY2023-2024, FY2024-2025, and FY2025-2026 Community Development Block Grant Entitlement Funds. (Green Sheet 26-05-082)
 - C. Approve a Resolution awarding the Hickory Boulevard Roundabout Site Improvement Project RFB 26-08 to Green Construction Technologies Inc. (Green Sheet 26-05-083)
 - D. Approve Amendment #3 with the Florida Department of Environmental Protection contract agreement for the Sun Village and Lakes of San Souci Neighborhood Septic to Sewer Conversion Projects. (Green Sheet 26-05-084)

- E. Approve a Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for Phase 2 of the Riverside Park Renovations project, and approve a budget transfer to provide funding. (Green Sheet 26-05-088)
- F. Approve the temporary closure of portions of Old 41 Road and a Special Event Permit, for the Fourth of July “Star-Spangled Bonita” event and parade on Saturday, July 4, 2026. (Green Sheet 26-05-090)
- G. **Moved to Regular Agenda:** Affirm City Council’s finding from the 12/17/25 City Council meeting, and approve the special certificate of appropriateness for the demolition of the Good Bread Grocery structure. (Green Sheet 26-05-091)

*Mayor Gibson stated that, although Council has discussed this matter numerous times and the public has had extensive opportunities to provide comment, he believes another discussion is appropriate given the level of public interest. He outlined reasons that he supports demolition which included the loss of the structure’s historic landmark status, its existing state as merely a street-facing facade, its deteriorated condition, FEMA usability requirements, and the ongoing financial burden on taxpayers in the absence of any outside organization willing to assume responsibility. Mayor Gibson then motioned to approve the special certificate of appropriateness for the demolition; Seconded by Council Member Carr. Each Council Member, in turn, voiced support for the motion. Council Members also indicated a desire to explore long-term strategies to properly identify and preserve historically significant structures. **The motion carried unanimously.***

8. Mayor and Council Member Items:

- A. Approve Amendment #1 of the four-party BERT Memorandum of Agreement extending the agreement’s termination date from June 30, 2026 to August 18, 2026. (Corrie, Green Sheet 26-05-085)

No Council action taken. Council Member Corrie requested that the item be continued, noting that one of the parties had recently made changes to the draft and it was not yet finalized.

- B. Authorize staff to enter into a Memorandum of Understanding (MOU) between Lee County and the City of Bonita Springs, regarding a County parking pass pilot program for full-time City residents. (Bogacz, Green Sheet 26-05-086)

*Council Member Bogacz introduced the item, explaining that the draft Memorandum of Understanding (MOU) is the result of collaborative discussions she had with Lee County officials and City staff. She stated that the proposed MOU establishes a County parking pass pilot program for full-time Bonita Springs residents, structured as a reimbursement-based model, to begin June 1. City Manager Hunter noted that funding is available in the current-year budget to support the program through September 30, 2026. Council Member Carr motioned to authorize staff to enter into the MOU; Seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

9. City Attorney Items:

- A. Approve compensation for the communities affected by the Regional Stormwater Improvement Project. (Green Sheet 26-05-087)

*City Attorney Rooney introduced the item, noting that it is a follow-up to Council action taken on November 19, 2025. Council Member Carr motioned to approve; Seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

10. City Manager Items:

A. Presentation of the March Financial Report. (Green Sheet 26-05-089)

Presented by Lisa Griggs Roth, Director of Finance & Administrative Services. (on file in the Clerk's office)

Additional City Manager Discussion Items

City Manager Hunter asked for direction from Council on whether to hold the July 1, 2026 City Council meeting. She explained that the Council has traditionally canceled the first meeting in July because many residents, council members, and staff travel during the week of the Fourth of July. She confirmed that no land-use items are scheduled for that date. By consensus, the Council agreed to cancel the July 1, 2026 meeting.

11. Mayor and Council Member Reports

The Mayor and Council Members expressed condolences to former Lee County Commissioner Ray Sandelli and his family on the passing of his wife, Janet.

Council Member Bogacz: Provided an update on the Bonita Springs Fire & Rescue District, noting that Phoenix Awards were presented on May 11, and the District is moving forward with the purchase of a new fire truck.

Deputy Mayor Purdon: Commended Council Member Bogacz for her efforts in establishing a County parking pass pilot program for full-time City residents.

Council Member Corrie: Reported on the recently released FEMA Review Council findings, which indicate a shift toward transferring more federal disaster recovery responsibilities to state and local governments. He emphasized the importance of strengthening the City's resilience.

Council Member Fullick: Reminded the public of the City's Memorial Day Ceremony, scheduled for 9:00 am, Mon., May 25, on the lawn of the Liles Plaza building.

Council Member Fitzpatrick: Reminded the public of the Scouting America flag-placement event and ceremony, scheduled for 9:00 a.m., Sun., May 24, at the Bonita Springs Cemetery.

Mayor Gibson: Provided a reminder of the June 2026 meeting schedule, as follows:

- 5:30 pm, Wed., June 3, Regular City Council Meeting
- 4:00 pm, Wed., June 17, City Council Budget Workshop
- 5:30 pm, Wed., June 17, Regular City Council Meeting

12. Public Comment - None

13. Adjournment - There being no further business, the meeting adjourned at 10:07 a.m.

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve a Resolution and Supplemental Task Agreement #3 issued under CN #23-23, Miscellaneous Grant Writing and Support Services with Pegasus Engineering, LLC for grant management services to assist with the implementation of the Central Bonita Springs Neighborhood Elevation Project.

REQUESTOR: Elly McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City received a FEMA grant through the Florida Division of Emergency Management (FDEM) for the Central Bonita Springs Neighborhood Elevation Project in the amount of \$6,073,900.50 as a result of the Hurricane Ian disaster in September 2022.

On January 29, 2024 the City entered into a Miscellaneous Grant Writing and Support Services contract with Pegasus Engineering, LLC to provide grant management services under the competitively solicited CCNA process (CN# 23-23).

On April 24, 2026 the City received a proposal from Pegasus Engineering, LLC to provide grant management services to assist with the implementation of the Central Bonita Springs Neighborhood Elevation Project in the amount of \$133,000 for year one and \$133,926.70 for year two for a total contract amount of \$266,926.70. FDEM allows for Subrecipient Management Cost (SRMC) to provide grant management services during the life of the grant. The SRMC is in addition to the grant award for the elevation project.

Pegasus Engineering, LLC was procured through the competitive bid process with all applicable grant related language included and has a continuing services contract with the City for grant-related services. Pegasus Engineering was selected to assist City staff with the implementation of the elevation project based on extensive experience with all FEMA related projects.

CIP Account will be approved under Green Sheet No. 26-06-093 with funding provided through the HMGP grant.

STAFF RECOMMENDATION: Approve a Resolution and Supplemental Task Agreement #3 issued under CN# 23-23, Miscellaneous Grant Writing and Support Services with Pegasus Engineering, LLC for grant management services to assist with the implementation of the Central Bonita Springs Neighborhood Elevation Project.

ATTACHMENTS:

1. Resolution
2. Pegasus Engineering, LLC STA #3

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA ACCEPTING THE PROPOSAL SUBMITTED BY PEGASUS ENGINEERING, LLC FOR GRANT MANAGEMENT SERVICES FOR THE CENTRAL BONITA SPRINGS NEIGHBORHOOD ELEVATION PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE ACCOMPANYING SUPPLEMENTAL TASK AUTHORIZATION (STA).

WHEREAS, on January 29, 2024, the City entered into a continuing services contract with Pegasus Engineering, LLC under the competitively solicited CCNA process (CN 23-23); and

WHEREAS, on April 24, 2026, the City received a proposal from Pegasus Engineering, LLC to provide post-award grant management services for the Central Bonita Springs Neighborhood Elevation Project in the amount of \$133,000 for year one (1) and \$133,926.70 for year two (2).

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to process a Supplemental Task Authorization (STA) to contract BSC-24-02-031 with Pegasus Engineering, LLC for grant management services for the Central Bonita Springs Neighborhood Elevation Project.

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 3rd day of June, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order Number:

Supplemental Task Authorization Number: Two (2)

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

MISC. CONTRACT: Miscellaneous Grant Writing & Support Services / SOLICITATION NUMBER: CN 23-23

PROJECT NAME: Central Bonita Springs Neighborhood Elevation Grant Mgmt. Svcs. / CONTRACT NUMBER: BSC-24-02-031

CONSULTANT: Pegasus Engineering, LLC / ACCOUNT NUMBER:

REQUESTED BY: Ely Soto McKuen Public Works / DATE OF REQUEST: June 3, 2026

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: June 3, 2026
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: June 3, 2026
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: N/A
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: N/A
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: N/A

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

This space intentionally left blank

It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:

ATTEST:

CITY APPROVAL:

Consultant Signature

City Clerk

City Manager (Under \$50,000)

Print Name

Date

Date Approved

301 West State Road 434, Suite 309
Address

Approved By:

Approved By:

Winter Springs, FL 32708
Address

City Attorney's Office

Mayor, City Council for Bonita Springs

Date Accepted

Date Approved

Date Approved

Corporate Seal

Exhibit A

Scope of Professional Services
Central Bonita Springs Neighborhood Elevation Grant Mgmt. Svcs.

Date: June 3, 2026

Change Order Number:

Supplemental Task Authorization Number: Two (2)

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.

Grant Management Support Services for the Central Bonita Springs Neighborhood Elevation Project in the lump sum amounts of \$133,000 for year one and \$133,926.70 for year two as per the attached proposal from Pegasus Engineering, LLC.

Exhibit B

Compensation and Method of Payment
 Central Bonita Springs Neighborhood Elevation Grant Mgmt. Svcs.

Date: June 3, 2026

Change Order Number:

Supplemental Task Authorization Number: Two (2)

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Grant Management Support Services for the Central Bonita Springs Neighborhood Elevation Project (Two Years)	\$266,926.70	LS	
TOTAL		\$266,926.70		

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
 Central Bonita Springs Neighborhood Elevation Grant Mgmt. Svcs.

Date: June 3, 2026

Change Order Number:

Supplemental Task Authorization Number: Two (2)

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
None		

EXHIBIT E

Project Guidelines and Criteria
Central Bonita Springs Neighborhood Elevation Grant Mgmt. Svcs.

Date: June 3, 2026

Change Order Number:

Supplemental Task Authorization Number: Two (2)

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

(If none, enter the word "none" in the space below)

Item No. 1

None

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

Pegasus Engineering, LLC.

Company Name

DUNS Number

Signature

Date

Print Name

301 West State Road 434, Suite 309

Street Address

Winter Springs	FL	32708
City	State	Zip Code

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: is debarred is not debarred

Verified by:

Name

Date



April 24, 2026

P-230006

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

**Re: Central Bonita Springs Neighborhood Elevation Project
Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
FEMA Project No. 4673-081-R (586)**

Subj: Post-Award Grant Management Services

Dear Mr. Feeney:

Pegasus Engineering is pleased to submit this proposal to provide Post-Award Grant Management Services for the Central Bonita Springs Neighborhood Elevation Project, funded by the Federal Emergency Management Agency (FEMA) as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Ian, Project No. 4673-081-R (586).

The original Pegasus Engineering scope of work for this project, which was approved by the City on June 26, 2023, encompassed HMGP grant application development support services. In August 2023, the City successfully submitted a grant application package for federal funding consideration to the Florida Division of Emergency Management (FDEM). Following programmatic, engineering and environmental technical reviews, FDEM recommended the project for funding to FEMA. Subsequently, in early March 2026, FEMA issued an official award letter obligating HMGP monies for the elevation of twenty-three (23) flood-prone homes. Once the grant agreement is fully executed by FDEM and the City, the City of Bonita Springs may commence project implementation.

The 23 flood-prone homes located in Bonita Springs, Florida 34135, that are participating in this residential flood mitigation project under the elevation category are located on:

- | | | |
|---------------------------------------|--|---|
| <input type="radio"/> Arroyal Road | <input type="radio"/> Gasparilla Drive | <input type="radio"/> Puopolo Lane |
| <input type="radio"/> Barefoot Lane | <input type="radio"/> Holly Lane | <input type="radio"/> South Riverside Drive |
| <input type="radio"/> Belle Rio Drive | <input type="radio"/> Jackson Avenue | <input type="radio"/> Pago Pago Lane |
| <input type="radio"/> Bobwhite Lane | <input type="radio"/> Kentucky Street | <input type="radio"/> Saunders Avenue |
| <input type="radio"/> East Drive | <input type="radio"/> Lavinka Street | |
| <input type="radio"/> Esther Drive | <input type="radio"/> Pine Avenue | |

Note that because this project will not be phased by FEMA, the grant agreement between FDEM and the City of Bonita Springs will allow for turnkey services to be completed by the selected contractor(s), which will include surveying, engineering plans development, permitting services, and elevation work.

This proposal incorporates the following post-award grant management services related to the implementation of the elevation project:

1. Perform a technical review of the grant agreement issued by FDEM, identify the project-specific HMGP grant requirements that the City must comply with, and coordinate with City staff regarding any Pegasus' review comments that will require revisions to the draft grant agreement for further coordination with FDEM.
2. Coordinate with the City regarding 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, as an Invitation to Bid (ITB) solicitation for elevation contract(s) is prepared and published by the City.
3. Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected elevation contractor(s), to discuss project details, including the projected schedule by the selected contractor(s) in anticipation of the elevation services.
4. Prepare for and participate in monthly coordination meetings with the City and contractor to discuss the progress of the project.
5. Assist the City with active coordination with property owners and/or selected contractor(s) regarding confirmation of participation, key project details, projected schedule, specific site concerns, etc., as needed and throughout the life of the project.
6. Coordinate with the City and property owners regarding the collection of local match payments in anticipation of the elevation work commencement by the contractor(s), and gather documentation of payments to ensure compliance with FEMA's grant requirements.
7. Prepare, review, and distribute the required FEMA and/or City forms and contracts to property owners and City staff, and collect all necessary signatures, in compliance with grant requirements.
8. Coordinate with the elevation contractor(s) regarding the progress of the project in anticipation of the quarterly report preparation.
9. Prepare and submit quarterly reports to FDEM, in compliance with the grant agreement requirements, and address any Requests for Information (RFIs) from FDEM staff regarding the content of the quarterly reports.
10. Monitor site activities through periodic in-person visits to the project sites.
11. Coordinate with City staff regarding paid invoices, canceled checks, and supporting documentation that comprise the Requests for Reimbursement (RFR) packets submitted to FDEM by the City, for filing purposes and future use as part of the final deliverables.
12. Conduct coordination meetings with FDEM staff throughout the life of the project, and as often as needed, per the demands of the project.

13. Prepare and submit to FDEM budget increase requests, Period of Performance end date extension requests and/or scope of work modifications, as necessary, and address any Request for Information from FDEM regarding the content of the documentation submitted.
14. Coordinate with the City and the selected contractor(s) regarding supporting documentation to the final deliverables, and review the documentation collected to ensure compliance with grant agreement.
15. Coordinate with the property owners and the City regarding the FEMA-approved allowances for temporary living expenses, including actual rental costs incurred by the property owners during the construction work for reimbursement by the City, and as deemed applicable to each of the twenty three (23) project sites.
16. Prepare a packet of final deliverables in accordance with the grant agreement, submit the documentation to FDEM for review as part of the grant close-out efforts, and address any RFI from FDEM regarding the content of the documentation submitted.
17. Prepare for and participate in a final inspection of the project sites that compose this elevation project to be performed by FDEM.
18. Submit all Work Products electronically to the City of Bonita Springs and FDEM.
19. Prepare Status Reports via Monthly Invoices (Project Administration).

The above-described services will be performed for a not-to-exceed fee of **\$266,926.70**. Reimbursable expenses, including courier services, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, are included within the stated amount and shall be billed in accordance with the pre-approved schedule of fees set forth in the table below.

Grants Program Manager	David Hamstra	\$195/hr	8 hrs/home	184 hrs	\$35,880.00
Grants Project Manager	Leylah Saavedra	\$185/hr	30 hrs/home	690 hrs	\$127,650.00
Grants Assistant	Beth Whitehart	\$150/hr	4 hrs/home	92 hrs	\$13,800.00
GIS Designer/CAD Technician	Donny Greenough	\$100/hr	6 hrs/home	138 hrs	\$13,800.00
Grants Manager Assistant	Amber Tirado	\$85/hr	24 hrs/home	552 hrs	\$46,920.00
Administrative Assistant	Priscilla Villanueva	\$85/hr	14 hrs/home	322 hrs	\$27,370.00
Reimbursable expenses (courier, photocopies, plotting, exhibits, etc.)					\$1,506.70
TOTAL FEE					\$266,926.70

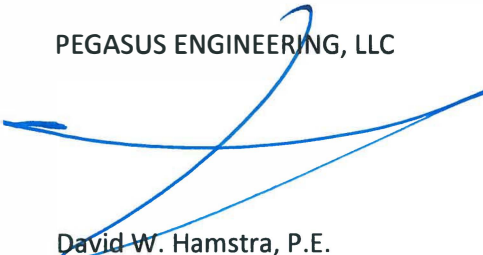
Note that the outlined fee represents a pre-approved, 100% reimbursable cost to the City under FEMA's sub-recipient management cost guidelines, covering the project's grant management services. Total project funding is structured into two annual allocations of \$133,000 (Year 1) and \$133,926.70 (Year 2), respectively, for a total contract amount of \$266,926.70.

Mr. Matt Feeney
April 24, 2026
Page 4

We look forward to continuing serving the City of Bonita Springs on this important flood protection project by providing post-award grant management services to the City for the benefit of the affected property owners. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Very truly yours,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E.
Stormwater Department Manager

cc: Elly Soto McKuen, City of Bonita Springs
Leylah Saavedra, Pegasus Engineering, LLC

**Central Bonita Springs Neighborhood Elevation Project
Hazard Mitigation Grant Program (HMGP)
FEMA Project No. 4673-081-R**

Post-Award Grant Management Services

Approved for Pegasus Engineering, LLC



Faysan Munjed, P.E.

Principal
Officer's Title

April 24, 2026
Date

Proposal is hereby accepted, and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records.)

Authorized Signature

Officer's Title

Date

ITEM TITLE: Approve amendment #2 for the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities clarifying grant match responsibilities for Lakes of San Souci and Sun Village Septic to Sewer Projects.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City and Bonita Springs Utilities (BSU) jointly were awarded three (3) grant allocations from the Florida Department of Environmental Protection (FDEP) to extend central wastewater treatment services to two (2) neighborhoods, Sun Village and the Lakes of San Souci. The culminative awards were \$3,000,000 and \$2,000,000, respectively.

The initial grant award required a 50% match which the City split equally with BSU. During the last grant allocation FDEP changed the match requirement from a 50% match to 40.59% and 41.82% match, respectively. This action resulted in a reduced match contribution between the City and BSU.

Amendment #2 amends the project amounts from the City to BSU as \$4,024,827.47 (grant amount \$3.0million + \$1,024,827.47 City's match) for Sun Village and \$2,718,781.25 (\$2.0million + \$718,781.25 City's match) for Lakes of San Souci.

All other stipulations outlined in the original contract and amendment #1 remain in effect. Both projects are identified in the City's Capital Improvement Plan (CIP) and funding is available in accounts 30.250.535.6302 (Sun Village) and 30.250.535.6301 (Lakes of San Souci).

STAFF RECOMMENDATION: Approve amendment #2 for the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities clarifying grant match responsibilities for Lakes of San Souci and Sun Village Septic to Sewer Projects.

ATTACHMENTS:

1. Amendment #2 – Septic Replacement and Groundwater Protection Agreement

REVIEWERS:

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

**AMENDMENT 2 TO SEPTIC REPLACEMENT AND
GROUNDWATER PROTECTION AGREEMENT**
Between
BONITA SPRINGS UTILITIES, INC.
And
CITY OF BONITA SPRINGS, FLORIDA

THIS AMENDMENT 2 TO SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT (hereinafter "Amendment 2"), made and entered into this _____ day of _____, 2026, by and between **CITY OF BONITA SPRINGS**, an incorporated municipality of the State of Florida (hereinafter "City"), and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation (hereinafter "BSU"); (City and BSU are hereinafter together referred to as "Parties").

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

WHEREAS, on September 18, 2024, the City and BSU entered into Amendment 1 to this Agreement; and

WHEREAS, the grant funding obtained by the City from the State of Florida, Department of Environmental Protection ("FDEP") Wastewater Grant Program Fiscal Year 2021-22 ("Grant Funds") has been increased by FDEP to the amount of Five Million Dollars (\$5,000,000) . The increased Grant Funds are allocated as Three Million Dollars (\$3,000,000) for Sun Village (Area 1) and Two Million Dollars (\$2,000,000) for Lakes of San Souci (Area 2) to extend central wastewater treatment service to the Sun Village area and the Lakes of San Souci area currently primarily served by on-site sewage treatment and disposal systems (septic tanks), as more particularly described on Exhibits "A-1" and "A-2" of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement by this Amendment 2 to provide for the additional Grant Funds made available as a result of the City obtaining additional grant funding from the FDEP.

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

1. The above recitals are true and correct and are incorporated herein by reference.

2. Section 3 of the Agreement is hereby revised to the following:

3. The FDEP Grant Funds no longer require a one-to-one match equal to the amount of Grant Funds. Rather, the City and BSU are obligated to contribute a total sum of Two Million Fifty Thousand Dollars (\$2,050,000) to the Grant Funds as a match for the Area 1 Utility Work and One Million Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,437,500) to the Grant Funds as a match for the Area 2 Utility Work to be shared one-half each in the manner set forth below.

3. Section 4 of the Agreement is hereby revised to the following:

4. The City will be responsible for application and payment of the Grant Funds from FDEP and include the Grant Funds portion in its payment to BSU as

Utility Work is completed. Based on the Cost Estimate, including the Grant Funds, the City shall pay BSU up to Four Million Twenty-four Thousand Eight Hundred Twenty-Seven Dollars and 47 cents (\$4,024,827.47) for the Area 1 Utility Work (representing Grant Funds and the City's one-half portion of the required matching funds) and up to Two Million Seven Hundred Eighteen Thousand Seven Hundred Eighty-One Dollars and 25 cents (\$2,718,781.25) for the Area 2 Utility Work (representing Grant Funds and the City's one-half portion of the required matching funds).. BSU shall pay its portion of the required matching funds as Utility Work is completed and may seek reimbursement of any amounts paid through a special service charge assessed against the customers receiving service at the Properties.

4. Section 5 of the Agreement is hereby revised to reflect a final completion date of December 31, 2028.

The terms of this Amendment 2 form a part of the Agreement and shall control and take precedence over any and all terms, provisions and conditions of the Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. Defined terms set forth in this Amendment 2, as indicated by initial capitalization, shall have the meaning attributed to them in the Agreement, unless otherwise defined herein. All of the other terms, provisions and conditions of the Agreement and Amendment 1, except as expressly amended and modified by this Amendment 2, shall remain unchanged, are hereby ratified and confirmed and shall remain in full force and effect. This Amendment 2 may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic transmission of this Amendment 2 shall be acceptable and binding upon both parties. This Agreement may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

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

Attest:

CITY OF BONITA SPRINGS, FLORIDA

Michael J. Sheffield, City Clerk

By: _____
Mike Gibson, Mayor

APPROVED AS TO FORM:

Derek P. Rooney, City Attorney

Attest:

BONITA SPRINGS UTILITIES, INC.

Brian Farrar, Secretary

By: _____
Richard Garner, President

ITEM TITLE: Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #5 and authorizing the City Manager to execute a one-year lease agreement.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND: The lease term for the current tenant of Artist Cottage #5 expired May 31, 2026, and the tenant will have exhausted all renewals provided for by the current agreement, which was an initial term of one year and three options for renewal. The tenant, Raul Rubio, was also given a six-month extension for Hurricane Ian, which interfered with access to the cottages.

On February 5, 2026, an RFP was advertised for Artist Cottage #2 and Cottage #5 for interested parties to submit a Letter of Interest. The City received five (5) Letters of Interest including one from the current tenant of Artist Cottage #5.

1. Cherelle Art, LLC
2. Tammy DeCaro
3. Patricia Payzant
4. Raul Rubio
5. Jennifer Sanders

At their March 10, 2026 meeting, the Art in Public Places Board reviewed and discussed each proposal. Raul Rubio was selected for recommendation by the board to rent cottage #5 for a one-year lease agreement, with three options to renew for additional one-year terms. The agreement further provides for hours of operation during special events, security, utilities, cancellation of lease, and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$350.00 per month from October to May and \$250.00 per month from June to September, for the full term of the agreement.

The proposals referenced in this item are the same as attached to agenda item 7F, Green Sheet 26-06-097.

STAFF RECOMMENDATION: Approve the Resolution.

ATTACHMENTS:

1. Draft Resolution
-

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 26 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA;
APPROVING THE ART IN PUBLIC PLACES BOARD'S RECOMMENDATION
OF RAUL RUBIO FOR LOI 26-03, ARTIST COTTAGE #5; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, on March 5, 2026, the City received the following five (5) Letters of Interest for Artist Cottage Tenancy:

- Cherelle Art LLC
- Tammy DeCaro
- Patricia Payzant
- Raul Rubio
- Jennifer Sanders

WHEREAS, on March 10, 2026, the Art in Public Places Board reviewed the Letters of Interest and voted to recommend Raul Rubio as the selected candidate for Artist Cottage #5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

1. The recommendation of Raul Rubio by the Art in Public Places Board is approved.
2. Staff is authorized to enter into negotiations and execute a lease agreement with the selected candidate.
3. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of June 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

ITEM TITLE: Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #2 and authorizing the City Manager to execute a one-year lease agreement; and approve the early lease termination request submitted by the current tenants of Artist Cottage #2.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND: The lease term for the current tenants of Artist Cottage #2 will expire on November 30, 2026, and the tenants will have exhausted all renewals provided for by the current agreement, which was an initial term of one year and three options for renewal. The current tenants were also given an additional six-month extension for Hurricane Ian, which interfered with access to the cottages.

On February 5, 2026, an RFP was advertised for Artist Cottage #2 and Cottage #5 for interested parties to submit a Letter of Interest. The City received five (5) Letters of Interest including one from the current tenant of Artist Cottage #2.

1. Cherelle Art, LLC
2. Tammy DeCaro
3. Patricia Payzant
4. Raul Rubio
5. Jennifer Sanders

At their March 10, 2026 meeting, the Art in Public Places Board reviewed and discussed each proposal. The top two proposals from Tammy DeCaro and Patricia Payzant were selected for presentations of their artwork to the Art in Public Places Board.

On May 27, 2026, presentations by Tammy DeCaro and Patricia Payzant were held with the Art in Public Places board. Following the presentations, the board held discussions and voted unanimously to recommend Tammy DeCaro to rent cottage #2 for a one-year lease agreement, with three options to renew for additional one-year terms. The agreement further provides for hours of operation during special events, security, utilities, cancellation of lease, and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$350 per month from October to May and \$250 per month from June to September, for the full term of the agreement.

Additionally, on May 27, 2026, the current tenants of Artist Cottage #2 emailed a request to terminate their agreement for the cottage on June 30, 2026. The agreement is not slated to expire until November 30, 2026. The agreement states that tenants must submit 90 days' notice of termination, but if approved by Council, Tammy DeCaro is willing to begin her tenancy as early as July 1, or as soon as the cottage is available.

STAFF RECOMMENDATION: Approve the Resolution and approve the early lease termination request submitted by the current tenants of Artist Cottage #2.

ATTACHMENTS:

1. Resolution
2. Proposals
3. Early Termination email request

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 26 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE ART IN PUBLIC PLACES BOARD'S RECOMMENDATION OF TAMMY DECARO FOR LOI 26-03, ARTIST COTTAGE # 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2026, the City received five (5) Letters of Interest for Artist Cottage Tenancy:

- Cherelle Art LLC
- Tammy DeCaro
- Patricia Payzant
- Raul Rubio
- Jennifer Sanders

WHEREAS, on March 10, 2026, the Art in Public Places Board reviewed the Letters of Interest and requested presentations from the top two candidates of Tammy DeCaro and Patricia Payzant.

WHEREAS, on May 27, 2026, the Art in Public Places Board received both presentations and voted to recommend Tammy DeCaro as the Candidate for Artist Cottage #2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

1. The recommendation of Tammy DeCaro by the Art in Public Places board is approved.
2. Staff is authorized to enter into negotiations and execute a lease agreement with the selected candidate.
3. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of June 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

Cheryl Wellman
Cherelle Art LLC
28266 Meadowlark Lane
Bonita Springs, FL 34134
cherelle@cherelleart.com
239-877-7125

March 5, 2026

City of Bonita Springs
Attn: Procurement Services Division
9101 Bonita Beach Road SE
Bonita Springs, FL 34135

RE: Letter of Interest to Lease the Artist Cottages – RFP 26-03

Dear Selection Committee,

My name is Cheryl Wellman and I am writing to express my intent to lease one of the **Artist Cottages** in accordance with **RFP 26-03**. As a full-time artist and a resident of Bonita Springs for more than twenty years, I am deeply committed to contributing to our city's thriving creative community and cultural vitality.

I am fully licensed to operate in the state of Florida as Cherelle Art LLC and I have lived in Bonita Springs for more than 20 years, I have actively supported local artists and arts initiatives in many ways, including mentoring emerging artists, collaborating on community projects, promoting artistic engagement through local events, and serving as a former board member of Arts Bonita.

My goal for the Artist Cottage is to create a welcoming, creative space that offers opportunities for the public to observe my work but also fosters collaboration, education, and inspiration within our community.

Cherelle Art LLC is prepared to meet all requirements outlined in the RFP, including all lease terms, insurance, zoning, licensing and all operational criteria. I am confident that my experience, dedication to the arts, and longstanding roots in Bonita Springs align closely with the vision the City holds for the Artist Cottages as a hub of creativity and community engagement.

I respectfully request consideration for this opportunity, and I look forward to the possibility of discussing my proposal further. Thank you for your time and for the City's continued support of the arts.

Respectfully Submitted,
Cheryl Wellman
President & CEO,

Cherelle Art LLC
cherelle@cherelleart.com

Information Requested 1a – 11

a. **Type of Vendor - Artist**

- Watercolor paintings – nautical and colorful wall art
- Acrylic paintings – nautical and colorful wall art
- Graphite drawings – portraits and underwater scenes
- Underwater photography and minimalist natural landscapes
- Mixed-media wall hangings incorporating ceramics and paperclay
- Bookmaking – creative art journals incorporating mixed media, short stories, photography, drawings, poems, and natural materials
- Sculpture – nautical scenes, underwater themes, and mermaids
- Ceramics – hand-built soap dishes paired with handmade soap
- Creative writing – author and illustrator of the upcoming 2025 novel *The Cloaked City of Cascadara: Secrets & Betrayals*

b. **Business Type** - I operate as an LLC. My company is called Cherelle Art LLC, and was registered with the Florida Secretary of State in February 14, 2016, (copy of annual report attached). **I was granted an S Corp election by the IRS** shortly thereafter.

c. **Past Work Experience:** I have exhibited mainly in Bonita Springs and Key West. I have participated in numerous events as a vendor, including but not limited to: Shangri La, Bonita Bay Promenade Art Walk, Bonita Bay Promenade Saturday Market, and as a vendor at the Flamingo Island Flea Market, Downtown Brew Fest, etc... I have been featured in Florida Weekly and recognized by the Best of Bonita. I have won several awards for my sculptures, and I teach small private classes as my time allows for small Condo associations as well as personal residences.

I have a certificate from Sotheby's Institute of Art for the Business of Art. Over the years I have leased several studios spaces in Bonita Springs.

I have a business background, and I have several degrees in Accounting, and I am a licensed CPA. I co-own a couple of construction companies with my husband Robert Wellman; we own Wellman Construction and North Star Construction right here in Bonita Springs. I am a Florida Notary Public.

I have a website called, www.cherelleart.com and an online store called, <https://shopcherelleart.com>.

I am a published author, I recently wrote a book called the Cloaked City of Cascadara, Secrets and Betrayals and illustrated the book myself.

My small studio/gallery space used to be located on Bonita Beach Road near A Table Apart, where I developed a collaborative relationship with the neighboring tenants. In fact, my art is currently available for sale there.

d. **Description of Type of Art:** Original paintings, prints, sculptures, photography, soap dishes, handmade soap, stationery, my book, greeting cards, beach bags, and beach towels featuring my artwork.

- e. **Kilns** - I will not be using my kilns at the cottage's location. I plan to build a pottery studio this spring and have my kilns installed there, because I am currently without affordable space here in Bonita Springs.
- f. **Financial Commitment and Capacity** – I attest that I am fully prepared and capable to pay for the monthly rent and would agree to a five (5) year lease and any escalation. I would also offer to contribute or to establish a marketing and advertising fund to promote the local artists at the cottages.
- g. **Timetable** - I would be in a position to commence immediately.
- h. **Hazards** - To the best of my actual knowledge, there are no flammable items, hazardous chemicals or compounds involved in the production of my work, or in the end product.
- i. **Vendors & Subcontractors** - I currently do not use any outside vendors or sub vendors in performing any of my work. However, I do use any vendors for certain administrative services like shipping like UPS, and online services like Shopify, but I do all my own procurement, there would be no large delivery trucks.
- j. **Lee County Business Tax Receipt** - If I am selected, I agree to obtain a Lee County Business Tax License. The last one I had was paid to the Flamingo Island Flea Market as a vendor, and I expect that expired in September of 2025.
- k. **Duration** - I am a full-time resident of Bonita Springs Florida, and I would want the space on a full-time basis and would commit to being there to work at all special events. I would ask for the duration of the lease to be no less than one (1) year but would gratefully be offered a five (5) year lease.

l. Additional Information:

- i. I am a registered sale tax vendor in the state of Florida, and a copy of my certificate is attached.
- ii. I am fully insured and would be able to produce a certificate of insurance naming the City of Bonita Springs as an additional insured, if selected.
- iii. Awards:
 - 3rd Place – Mango Madness People's Choice Award 2023
 - 2021 - 2nd Place - 6th Annual Smallest Parade in the Universe
 - Tom Briers Award, Bonita Center for the Visual Arts.
 - 1st Place- Mango Madness People's Choice Award 2021
 - Nov 2020 Featured ceramist on DIY Tools

iv. Cherelle Art™ is a registered trademark owned by Cherelle Art LLC. The company also owns the trademark Alice in Underland™ as well as multiple registered copyrights.

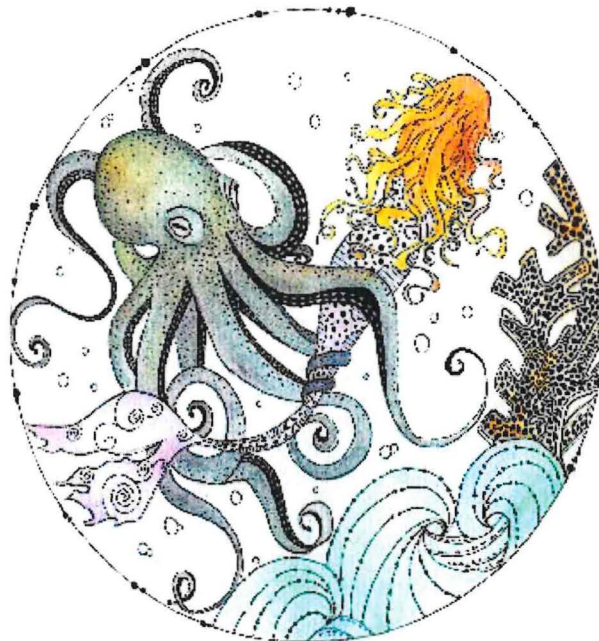
- v. I have volunteered and served the local board for Arts Bonita, and I have a lot of artist friends that work and volunteer there too. I also intend to participate in open studio events, demonstrations, and educational activities that encourage public engagement with the arts in Bonita Springs.

Cherelle Art

<https://shopcherelleart.com>

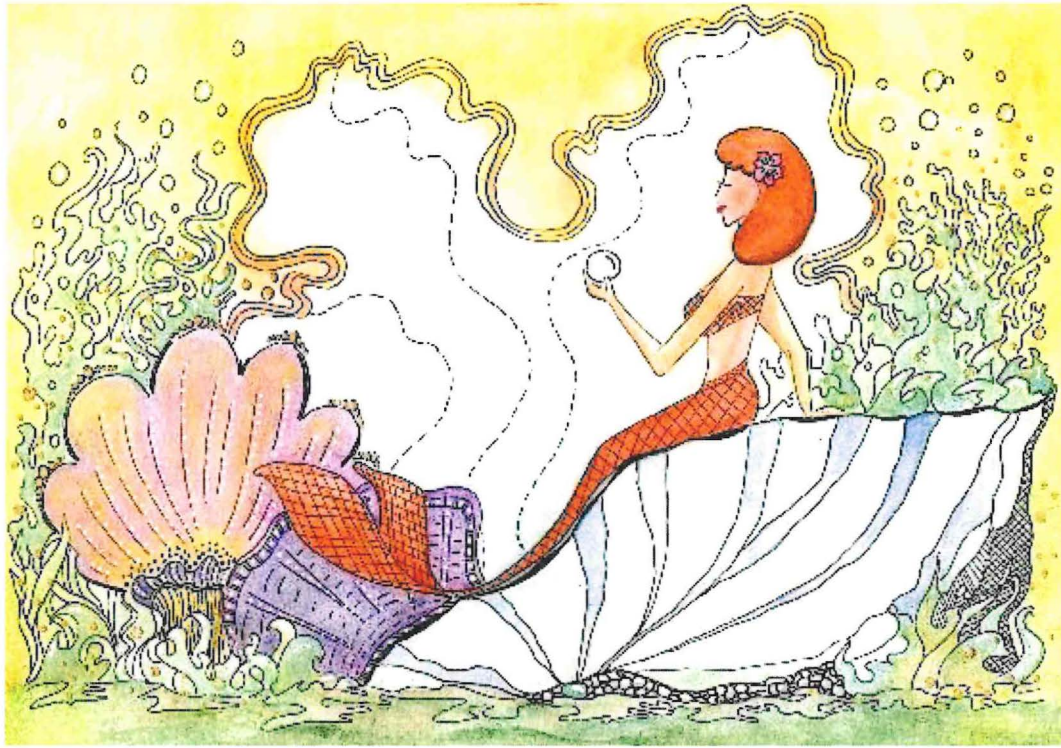


Samples of Work



Acrylic and Watercolor Paintings







Hand built Clay Sculptures



2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000031416

Entity Name: CHERELLE ART LLC

Current Principal Place of Business:

28266 MEADOWLARK LANE
BONITA SPRING, FL 34134

Current Mailing Address:

28266 MEADOW LARK LANE
BONITA SPRINGS, FL 34134

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WELLMAN, CHERYL
28266 MEADOW LARK LANE
BONITA SPRINGS, FL 34134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR
Name	WELLMAN, CHERYL
Address	28266 MEADOW LARK LANE
City-State-Zip:	BONITA SPRINGS FL 34143

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHERYL WELLMAN

PRESIDENT

02/28/2026

Electronic Signature of Signing Authorized Person(s) Detail

Date



2026 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on 12/31/2026

Business Name and Location Address

Certificate Number

CHERELLE ART LLC
CHERELLE ART
28266 MEADOWLARK LN
BONITA SPRINGS FL 34134-7531

46-8016915453-2

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

RFP 26-03 Letter of Interest:
Riverside Park Cottage Use
Agreement

MAR 5 2026 PM 1 24

BID DATE STAMP SLIPS

February 23, 2026

City Clerk
City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Road
Bonita Beach, Florida 34135

RE: RFP-26-03 Letter of Interest: Riverside Park Artist Cottage

Dear City Clerk,

I am submitting this letter to express my interest in renting one of your artist village cottages located in Riverside Park. I am a full-time resident of Bonita Springs and am currently sharing Cottage #2 with Diane Hein.

I feel my unique works of art add variety to the Art Village. I have displayed my art at the Bonita Springs Arbor Day Celebrations, Gulf Coast Flower Meetings and Shows, Bonita Springs Public Library, South County Regional Library, Bonita Bay Annual Holiday Bazaar, Sanibel Garden Club, and Brookdale Senior Living Bazaars.

I create one-of-a-kind sculptures, wall and widow pieces, wreaths, ornaments, and bowls using local materials – pine needles, dried grasses, palm fronds, inflorescence, and other natural plant and tree materials. The process is called coiling. Indigenous people coiled for utility. I have added my own artistic spin on this ancient art.

My art is all individually handmade. I use no kiln, chemicals or mechanical components that are harmful. I am not associated with any outside vendors. I have been committed to the Artist Cottages for 8 years by being open year-round. I am always demonstrating the process, answering questions, and giving information on how to get started in this art. Sharing my art and the process is the fun part of being in the cottage.

I am committed and financially able to pay the monthly fee of the cottage. I can take immediate possession of the cottage. A copy of my Business Tax Receipt is enclosed.

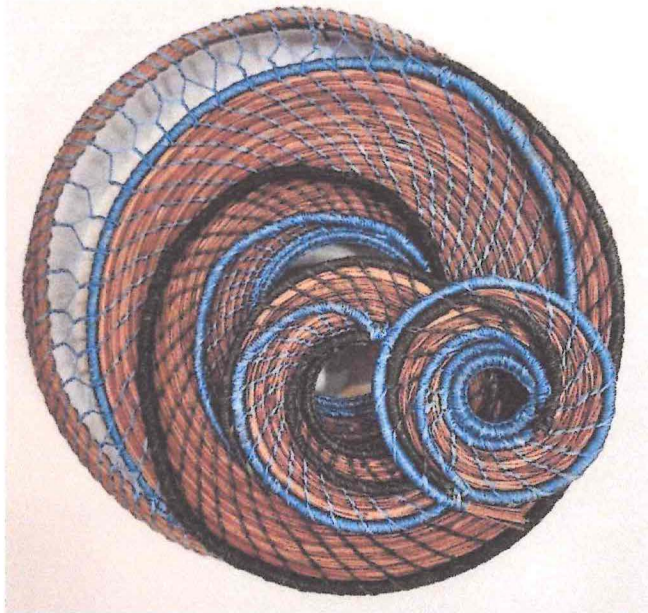
Thank you for your consideration. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Sanders", written over a horizontal line.

Jennifer Sanders
3960 Leeward Passage Ct.
201
Bonita Springs, FL 34134

FEB 25 2026 PM 1:23



Coiled Creations

Making Waves #552

Wall Hanging

Longleaf pine needles / 4 metal rings /
waxed threads



Slow Flow #554

A mobius structured sculptural piece

Longleaf pine needles / waxed threads /
3 clay disc



Butterfly Messages #555

Small bowl

Longleaf pine needles / wooden center /
glass beads / waxed threads



**2025-2026
LEE COUNTY BUSINESS TAX RECEIPT**

Account Number: 1053014
Receipt Number: 1802839
State License Number:

Account Expires: September 30, 2026

Location:
2700 OLD US 41 RD RIVERSIDE PARK 2
BONITA SPRINGS, FL 34135

May engage in the business of:
ARTIST
THIS BUSINESS TAX RECEIPT IS NON REGULATORY

JENNIFER RAE SANDERS
SANDERS JENNIFER RAE
2700 OLD US 41 RD RIVERSIDE PARK 2
BONITA SPRINGS, FL 34135

Payment Information:	
PAID B05-00-03576007	07/03/2025
	\$ 0.00

Jennifer Sanders
Leeward Passage Ct., # 201
Bonita Spgs, FL 34134-3356

Retail



34135

RDC 99

U.S. POSTAGE PAID
FCM LG ENV
BONITA SPRINGS, FL 34135
FEB 23, 2026

\$1.63

S2323Y500762-6

City Clerk
City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Rd
Bonita Springs, FL
34135

FEB 26 2026 PM 1 46

Submitted by Patricia M. Payzant

Item A: Type of vendor

My business consists of the creation, exhibition, and sale of my original oil and acrylic paintings, as well as print reproductions of my original art.

Item B: Type of business

Sole Proprietor

Item C: Past vendor/work related experience

I have had thirty years of experience in creating, exhibiting, and selling my paintings, as well as in exhibition installation and gallery duties.

Southwest Florida organizations and venues that have exhibited my work include:

- Arts Bonita
- Alliance for the Arts, Fort Myers
- Fort Myers Beach Art Association
- Big Arts – Sanibel
- COCO Art Gallery – Estero and Naples
- Bonita Springs National Art Festival
- Naples Art Institute – Art in the Park
- Naples ArtCrafters
- Mercato Art Fair

Item D: Type of art

I plan to create, exhibit and sell my oil, acrylic, and gouache paintings, as well as prints of my original art. My oil practice is solvent-free, and cleans up with soap and water. My acrylic practice consists of a water-based paintings with pigments bound in non-flammable acrylic polymer. My paintings will be displayed on the walls and on easel. Prints will be available in bins.

The focus of my artwork is drawn from my enthusiasm for the local environment with a variety of subjects ranging across natural landscapes, botanicals, seascapes, local architecture, and daily activities. I enjoy showcasing our city of Bonita Springs through my artwork.

Item E: Use of kiln

I will not be using a kiln.

Item F: Commitment and financial capability

I have the financial capability to meet all lease and use requirements.

Item G: Timetable

I can commence operations upon my acceptance, execution of entry requirements, and completion of any refurbishment needs of the Cottage.

Item H: Chemicals

I will not be using any noxious chemicals or dangerous mechanical components. As discussed under Type of Art, I plan to create solvent-free and water-based paintings inside the Cottage.

Item I: Outside Vendors

Use of Outside Vendors or Sub-Vendors is not envisioned. Should they be utilized, they will be bound by all Cottage guidelines.

Item J: Lee County Business Tax

I will pay Lee County Business Tax and provide Receipt of Payment upon acceptance.

Item K: Duration of lease

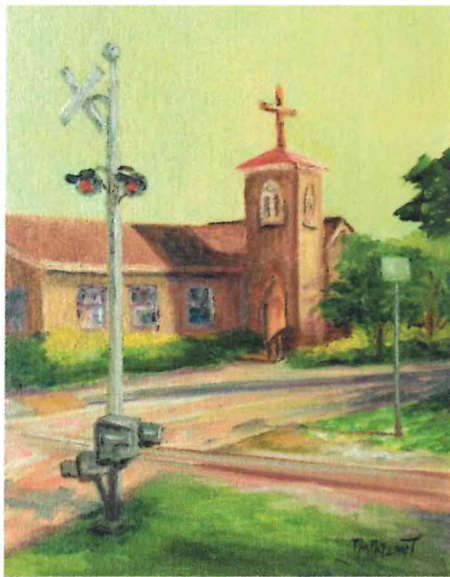
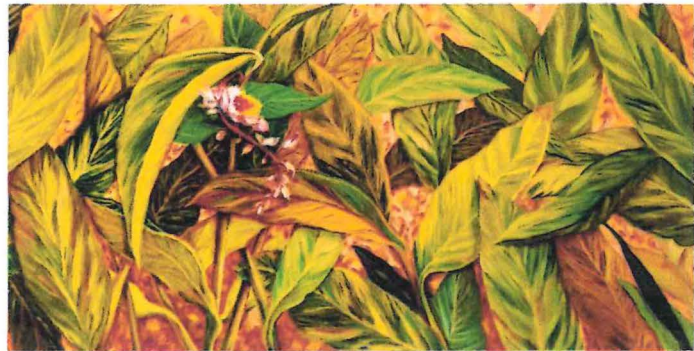
I plan to utilize the cottage with a full-time schedule, which would include weekend and special events participation, summer vacation excepted.

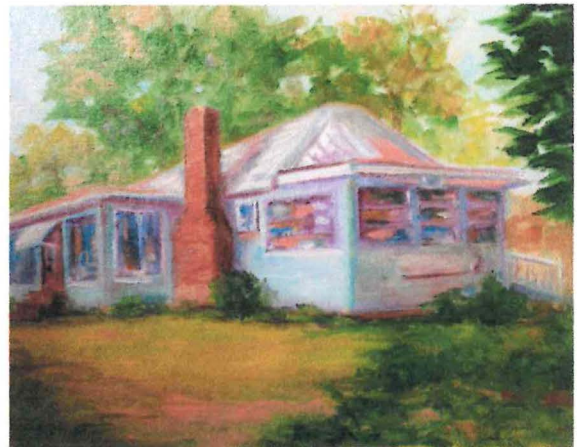
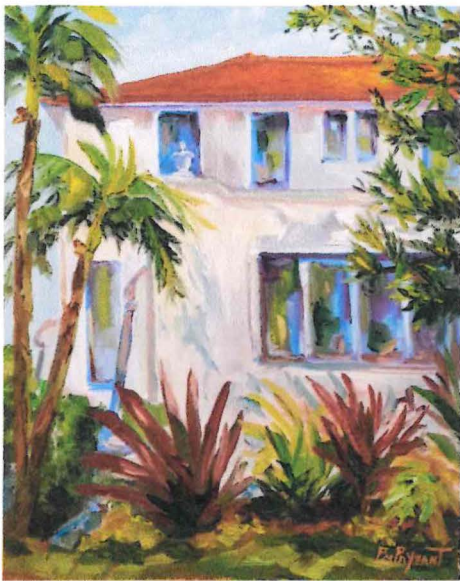
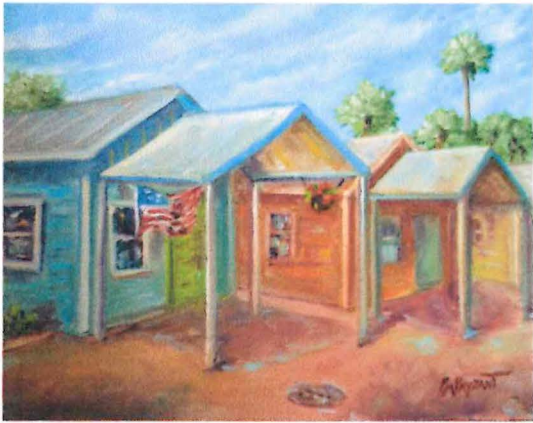
Item L: Additional information

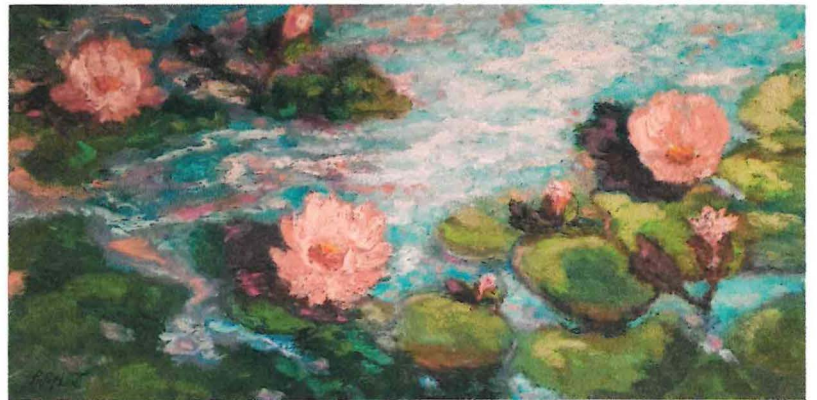
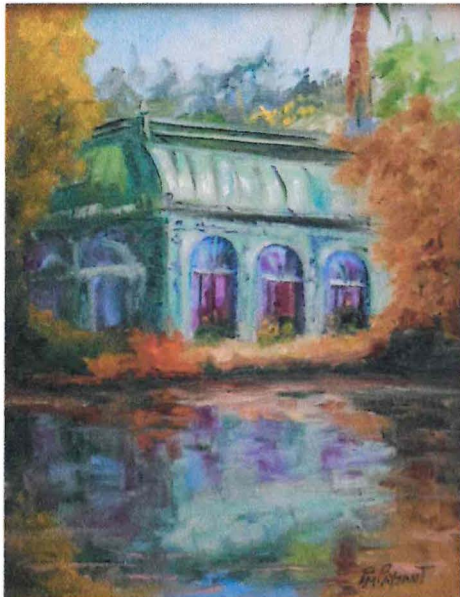
After graduating from the University of Pennsylvania, and while working in a technical software career, I received my formal art education at the Boston Museum School of Fine Arts and at the Corcoran School of Art (formerly of Washington DC), taking an Arts Certificate from the latter. I have a strong commitment to the local arts community as evidenced by my exhibiting, volunteering, and donating support for local arts organizations. My adherence to quality work standards is demonstrated through my receipt of numerous awards from multiple arts organizations. A full collection of my artworks can be viewed on my website: PatriciaPayzantArt.com.

Item M: Current Tenant

I am not a current tenant.







Index

"Wetlands" – 24"x24"
"Cardinals" – 24"x12"
"Variegated Ginger" – 18"x36"
"Crossing" – 14"x11"
"The Bonita Spring" – 11"x14"
"Bougainvillea Cottage" – 11"x14"
"Dendrobium Spike" – 8"x8"
"Artist Cottage" – 11"x14"
"White Bird Diptych" – 40"x32"
"Morning Shadows" – 14"x11"
"Bonita Beach Afternoon" – 12"x24"
"The Lawnmower Shop" – 11"x14"
"Casner House" – 11"x14"
"Naples Cottage" – 16"x20"
"Through the Seagrapes" – 16"x20"
"Bonita Springs Elementary School" – 11"x14"
"Old Town Café" – 16"x20"
"Wonder Garden Pavilion" – 14"x11"
"Waterlily Pond" – 15"x30"

Patricia M. Payzant

Bonita Springs, FL

PatriciaPayzantArt.com



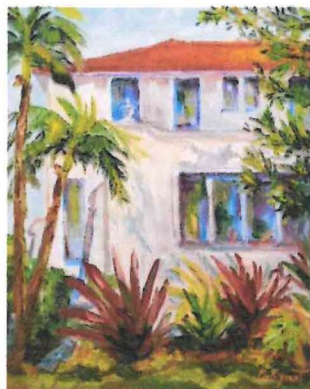
Artist Biography

Patricia Payzant finds inspiration for her Oil Paintings in the local environment. She works with a variety of subject matter found in natural landscapes, seascapes, botanicals, local architecture, and in daily activities.

Her early interest in art evolved from an appreciation of the work of talented family members. While working in a technical software career, she pursued formal training at local art schools in the Boston and Washington DC areas.

She is now retired and enjoys the busy SW Florida art scene. She can be found either in her art studio or painting *en plein air*. She has won numerous awards from local art organizations, exhibits and sells in local galleries, and participates in Florida art fairs.

Selection of Paintings





Patricia M Payzant -
64 9th St
Bonita Spgs FL 34134-7421

FEB 23 2025 4:10:39

BID DATE STAMP SLIPS

CITY CLERK
CITY OF BONITA SPRINGS

BONITA SPRINGS CITY HALL

9101 BONITA BEACH RD.

BONITA SPRINGS, FL 34135

RFP 26-03 LETTER OF INTEREST:

OVERSEAS PARK COTTAGE USE AGREEMENT

Dear Members of the Art in Public Places Board and City Council,

Note: Within this letter you will find all the information asked for, and required to comply with the RFP 26-03 LOI.

With sincere appreciation and a deep sense of responsibility, I submit this Letter of Interest for continued use of the Riverside Park Artist Cottage #5 under RFP 26-03.

My name is Raul Rubio, and I am a professional Artist with over 30 years of experience. In the cottage, I primarily work with acrylic and oil on canvas and wood, building textures and depth through layered techniques that allow the public to see transformation unfold. I am not, however, limited to these methods.

For full disclosure, I'd like to add that I also use the following:

-*Linseed Oil, *Varnish, and* Vegetable oil

**These are compounded with painting techniques in order to avoid flammable chemicals.

Artist Cottage #5- **RUBIOARTSTUDIO, LLC (Sole proprietor)**, has never simply been a rented space to me where I can sell and showcase my art. It has been a living extension of my artistic identity, and a place of connection between art and community. Within its walls, paintings are not only created; they are witnessed. Visitors observe the layering of color, the evolution of form, and the quiet intensity of the creative process. Conversations emerge naturally, about technique, about meaning, about life. In this way, the cottage becomes more than a studio; it becomes an experience for the locals and visiting art aficionados.

During my time at the Cottage #5, I've had the opportunity to create in an open environment, where families, collectors, and tourists can engage directly with the process, which aligns perfectly with the City's vision of an authentic "village" of working artists.

As the current tenant, I have approached this responsibility with professionalism, consistency, and respect for the space and the community it serves. I have maintained regular open studio hours, welcomed visitors with openness and enthusiasm, and participated in City-organized events. Per the contract agreement, I ensure the cottage remains active, inviting, and artistically vibrant. I am fully committed to continuing this level of engagement.

Over the years, I have always been active in my craft. I am always seeking opportunities, as well as qualifying for opportunities to showcase my work, such as the following:

-ART IN THE PARK -NAPLES, 2021

-ARTIST COTTAGE -BONITA SPRINGS, -PRESENT

-NORRIS CENTER (SOLO EXPO)- NAPLES, 2025

-ROOFTOP AT RIVERSIDE (SOLO EXPO) -LIVE PRESENTATION -BONITA SPRING, -
SEPTEMBER 2025

-CENTER FOR THE ARTS-BONITA SPRINGS,- JANUARY 2026

-COCO GALLERY -COCONUT POINT ESTERO, 2022-PRESENT

-COCO GALLERY -COASTLAND MALL NAPLES, 2022-PRESENT

-ARTE PARA VIVIR EXPO MIAMI, -2019

INTERNATIONAL GALLERIES

-SAATCHI ART (ENGLAND) ONLINE-PRESENT

-ARTMAJEUR (FRANCE) ONLINE-PRESENT

-FIDELIO PONCE DE LEON -CUBA-15 + YEARS AGO

RESTAURANT EXPOSITIONS

-WAFFLE MONKEY- (SOLO EXPO) -BONITA SPRINGS - 2024

-*DELLATORE REAL ESTATE COMPANY-(SOLO EXPO) -AUG 2023

-* AS WELL AS A PRIVATE EVENT BY INVITATION ONLY- BONITA SPRINGS -AUG 2023

Please be aware, I operate as a sole proprietor of a small business: ALPHA ALUMINUM OF FLORIDA, LLC, I am fully prepared to meet all financial and operational requirements outlined in the RFP, including the established monthly fees and compliance with all City regulations. I am fully aware that a possible increase may occur based on the market rate each year. As I am presently a tenant, given the opportunity to continue at Cottage #5, I will resume ongoing operations at the Artist Village without interruptions. It is important to note that I do not have any vendor or sub-vendors affiliated with RUBIOARTSTUDIO.

Per the RFP-26-03- I have included the following:

- a. Proof of payment of Lee County Business Tax
- b. Proof of Liability Insurance for RUBIOARTSTUDIO, LLC-City of Bonita Springs named as additionally insured.

Riverside Park is evolving, and the Artist Cottages play a meaningful role in shaping its cultural identity. It is an honor to contribute to that vision — not only by producing artwork, but by fostering inspiration, dialogue, and creative energy within the community of Bonita

Springs. As a passionate Artist, I welcome the opportunity to expand live demonstrations and public interactions.

In conclusion, given the opportunity to occupy Cottage #5, I have every intention of continuing to provide Art in Riverside Park, Full-time, to include, weekends and all special events on the calendar. During my time there, I have been a responsible tenant, and it has been a pleasure to work with Ms. Nicole Perino. Thank you for your time, consideration, and continued commitment to the arts.

I've included images of my paintings so you can get a sense of my artistic caliber and the depth of my work. Please feel free to come by the cottage or contact me at 239-304-6051 or via email: raulrubio45@yahoo.com to appreciate them in person. I look forward to meeting you all.

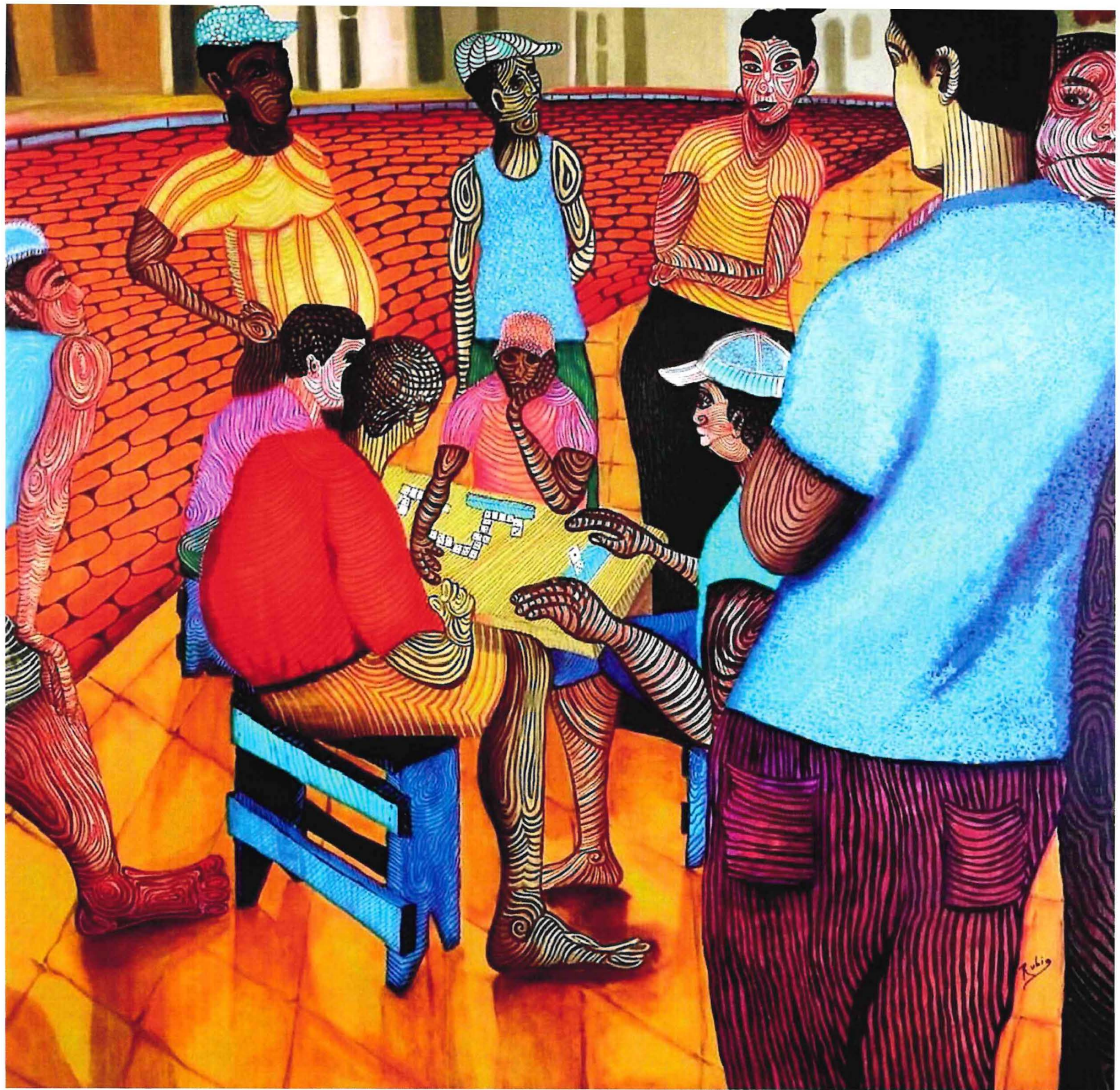
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Raul Rubio", written in a cursive style.

Raul Rubio

239-304-6051

Raulrubio45@yahoo.com













Rubio
Indiana St
Bonita Springs FL 34135

RFP 26-03 Letter of Interest
Riverside Park Cottage use agreement
City Clerk, City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Rd
Bonita Springs, FL 34135

FEB 27 2025 9:10:19

BID DATE STAMP SLIPS

Tammy DeCaro Art
2127 Grove Drive
Naples, FL 34120
239-200-3210
TammyDeCaroArt@gmail.com

February 17, 2026

City of Bonita Springs
City Clerk
Bonita Springs City Hall
9101 Bonita Beach Rd.
Bonita Springs, Florida 34135.

Re: RFP 26-03 LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENT

Bonita Springs Art in Public Spaces Board:

Hello, please see my submission and Letter of Interest on the subsequent pages. I appreciate the opportunity to express my interest in the Riverside Park Cottage program. Currently, I teach over 80 classes a year at Arts Bonita and other locations in SWFL in painting, mixed media, resin, jewelry, and fused glass.

If awarded the Artist Cottage available, I would work and display my art in the cottage as well as create art on site. I am predominantly a painter of large-scale wall art, but I also teach and sell jewelry as well as original art home décor items such as painted lazy Susans, side tables, gift items and charcuterie boards. My cottage display would have items for sale from \$50-\$5000.

Additionally, I have been a participant in the Arts Bonita Riverside Park art festivals for more than 5 years, as well as other Florida area juried art festivals on both coasts. I am a full-time teaching and selling artist and have many great years ahead of me in this field. I am also a full time Florida resident and am eager to participate in the upcoming events at the City of Bonita Springs.

I have an active social media following for both students and collectors in the SWFL area which would serve to highlight the great work of the Artist Cottage Village.

I look forward to hearing the results of your search. Please reach out directly if there are additional questions or an in-person presentation is requested.

Sincerely,

Tammy DeCaro

TAMMY DECARO

2127 Grove Drive, Naples, FL 34120

239-200-3210

tammydecaroart@gmail.com

Website: tammydecaroart.com

OBJECTIVE

I am seeking public art opportunities for mixed media art on canvas, wood panels, functional art and large scale murals, mosaics, and mixed media wall art pieces. After a 25 year career as a healthcare administrator I have transitioned to full-time artist. I hold two degrees in business and am a nationally certified Alzheimer's/Dementia educator. I have launched a successful art business teaching in multiple SWFL Art Centers, exhibiting in 5-12 Art Festivals a season and completing large installations for public, commercial and private collections.

ARTIST STATEMENT

Self-taught artist from SW Florida, I use mixed media techniques to create abstract art on canvas, wood panels, tiles, glass, and functional art pieces. Mediums include acrylic paint, acrylic ink, acrylic skins, alcohol ink, resin, glass mosaic materials, and texture gels. Methods encompass fluid art styles, glass mosaics, brushwork, and the use of palette knives and tools for texture.

PAST AWARDS/PUBLIC ART/CORPORATE ART COMMISSIONS

- 1/2026 People's Choice Award, Bonita National Art Festival
- 10/2025 Solo Exhibition Arts Bonita Gallery October-December 2025, 50+ pieces of art
- 6/2025 Two 10'x15' Veterans Wall Murals for VITAS Healthcare, Lee County (\$4500)
- 5/2025 Arts Bonita Abstract Exhibition "Under the Surface" 1st Place Winner. Sold
- 10/2024 Corporate/Public Art - Completed (Qty 14) 8'x2' Beach Resin Pieces and (Qty 14) 2'x2' Mirrors Renaissance On the Ocean Hollywood, FL (\$42,000)
- 4/2023 Corporate/Public Art - 8'x4' Logo Moss Wall for Murray Wellness Center Lobby Naples, FL (\$3000)
- 4/2023 Corporate/Public Art - 6'x3' Abstract Resin Piece for Murray Wellness Center Lobby Naples, FL (\$2000)
- 3/2023 Corporate/Public Art - 8'x3' Tactile Beach Resin Piece for Dementia Care Facility, Naples FL (\$12,000 value)
- 11/2022 Rookery Bay, Naples Florida. "Natural Selections" 2nd Place Juror's Choice. Sold
- Ongoing Multiple large pieces in private collections

ART INSTRUCTOR POSITIONS

- Arts Bonita - Faculty Chair 2D Art, Teach 25-30 Classes per year since 2022
- Big Arts Sanibel - Instructor, Average 2-6 classes per season
- Marco Island Center for the Arts - Instructor, Average 2-6 classes per season
- Alliance for the Arts Lee County - Instructor, Average 3-5 classes per season

TAMMY DECARO

2127 Grove Drive, Naples, FL 34120
239-200-3210
tammydecaroart@gmail.com

JURIED ART FESTIVALS FALL 2024-SPRING 2026

- 1/3/26 Las Olas Blvd Art Festival, Ft. Lauderdale
- 1/10/26 Bonita National Art Festival
- 1/24/26 Naples Uptown Art Festival
- 2/7/26 Downtown Sarasota Art Festival
- 3/14/26 Bonita National Art Festival
- 3/8/25 Babcock Ranch Art Festival
- 3/1/25 Las Olas Blvd Art Festival, Ft. Lauderdale
- 2/8/25 Bonita National Art Festival by Arts Bonita
- 2/1/25 ArtFest Fort Myers
- 1/11/25 Bonita National Art Festival by Arts Bonita
- 1/4/25 Las Olas Blvd Art Festival, Ft. Lauderdale
- 11/30/24 Uptown Naples Art Festival
- 11/2/24 Venice Downtown Art Festival

2021-Spring 2024 - Juried and Exhibited at 34 Art Festivals for this period.

MEMBERSHIPS/BOARD POSITIONS

- Collier County Government - Public Art Committee Member since 2024
- Arts Bonita - Member, faculty and exhibitor. Juried in for all shows
- United Arts Collier - member and frequent exhibitor
- Alliance for the Arts - Ft. Myers, FL

2025 GALLERIES & EXHIBITIONS

- COCO Gallery - Estero, Member & Monthly Exhibitor in two Galleries
- Arts Bonita - Exhibited in 10+ Juried Gallery Exhibitions (2021-current)
- Big Arts Sanibel - Annual Artists Collective - Juried Exhibition 4/25/25 - 6/6/25

EDUCATION

- MSM, BSM Business Management - Indiana Wesleyan University 2007
- Multiple healthcare certifications/education

Description:

Type of Business: LLC S-corp

Mixed Media Artist, Art Instructor, Chair of 2D Arts department at Arts Bonita

Gallery Location: Coco Estero Art Gallery – member and year-round artist.

Gallery Exhibitions at Arts Bonita, Big Arts Sanibel, Alliance for the Arts

Past Vendor/Work Related Experience:

For the past 3 years I have been a full-time artist and art instructor at multiple art centers. Prior to that, I was a Healthcare Administrator in various organizations for 25+ years. I hold a BSM and MSM in Business Management. Art has been a constant part of my life for decades, but after COVID I began selling and teaching my art while working a full-time demanding Assisted Living Facility Administrator role. I made the decision to pursue art full time shortly after and have been successful in securing a solo show, participating in 10+ Juried Art Festivals a year, gallery representation, and teaching art at multiple SWFL art centers.

Art Mediums:

Acrylic painting, resin mixed media, jewelry, home décor items such as wine racks, Charcuterie boards, and original art lazy Susans. My art is coastal inspired, on-trend with SWFL décor, and I sell 90% original work with few printed items in my inventory.

Equipment:

Equipment used does not include a Kiln. However, future plans include a laser cutter for wood and acrylic. No special electric requirements are necessary if I am able to procure the equipment. In my creative process, I use hair dryers, heat guns, and a dehumidifier.

Lease Payments:

I have the financial ability to pay the lease rates of \$350/\$250 per month and am committed to being a solid tenant and contribute to the Artist Cottage community.

Cottage Occupancy:

I am able to occupy the cottage with a 1-2 week notice. I do not currently have a lease at another location or commitment to a gallery space that would conflict with taking possession of an Artist Cottage and paying the lease fees.

Chemicals or Mechanical Concerns:

I use resin in my creative process. The resin I use is Zero VOC, artist grade resin which poses no issue with the public. I teach with these materials on a regular basis.

Qualifications and experience of outside Vendors or sub-Vendors regularly engaged by the Vendors under consideration: NOT APPLICABLE

Proof of payment of Lee County Business Tax Receipt (formerly occupational license tax) if available or statement of intent to obtain:

I will obtain this Business Tax Receipt if awarded the Artist Cottage Lease. I currently do not have a business location or space in Lee County.

Proposal for duration of lease:

As mentioned, I am a full time Florida resident so my intention is to use the cottage year-round. During the summer, I am in full production mode to get new art created for the fall/winter season. I intend to be a multiple year tenant with the City of Bonita Springs, if permitted.

Commitment for Special Events:

Special Events are one of the reasons the Artist Cottage is attractive to me and I do commit to participate in these events. Additionally, I would appreciate any opportunity to work with the city and the artists in the cottages to use social media to attract more visitors to the area for these events. Currently, I have been successful with posting Facebook events for my classes at Arts Bonita, art festivals listed as events on my page get posted to multiple SWFL groups, and I have served in the past on a volunteer basis as the Social Media liaison for both Coco Art Galleries. Leveraging Instagram, Facebook, YouTube and Eventbrite to promote events has been successful for me and my art business.

Examples of my Art:



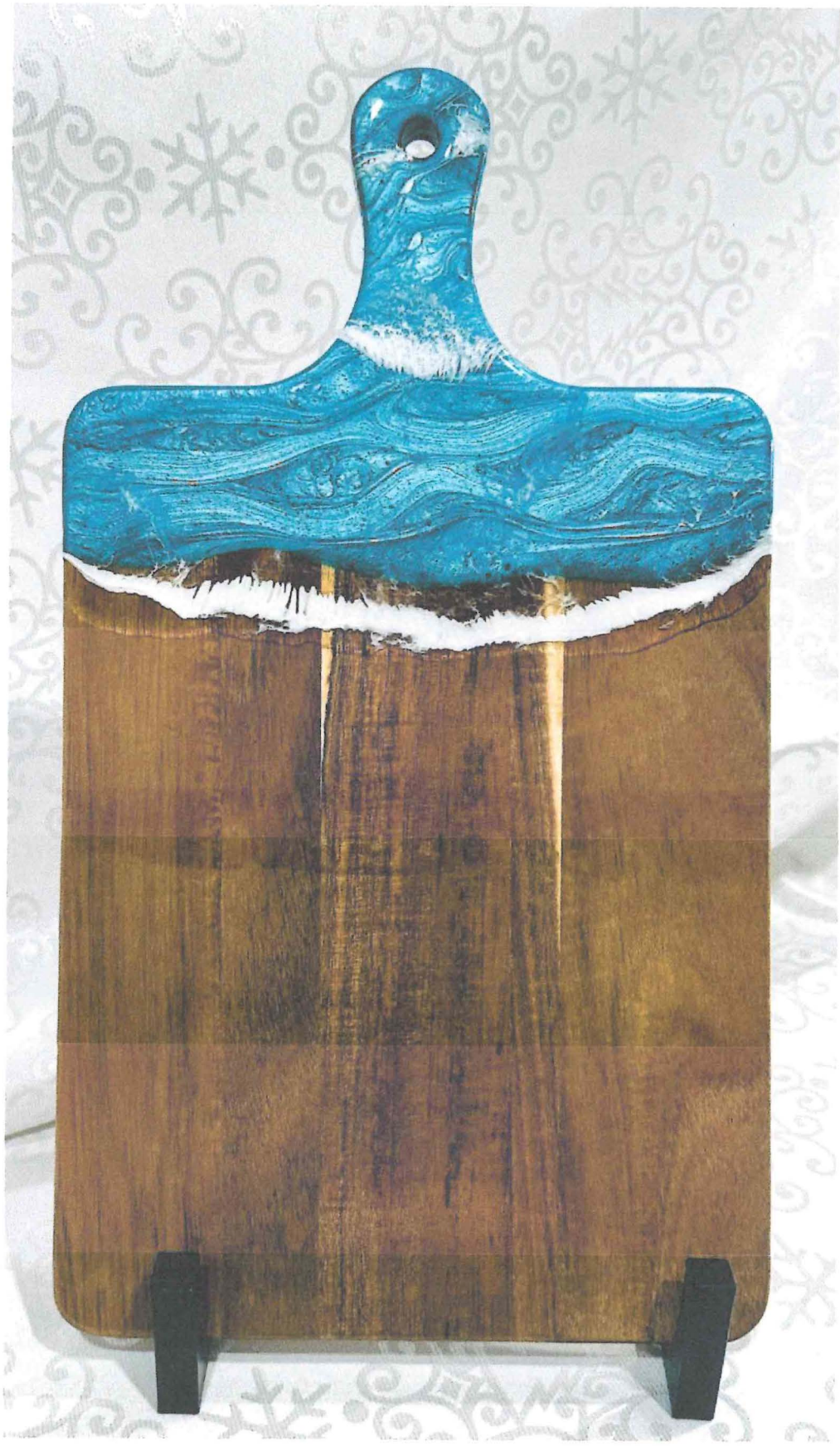
Art Festival Booth – Las Olas Blvd, Fort Lauderdale, FL 1/2026



Home Décor, Original Art Lazy Susan's – best selling item



Wall Art example – 30x40





Commissioned piece in private collection.



Invoice #21902

Color Light Installation is Complete!

By Decaro

Grove Drive Naples, Florida 34120

300-3210

Issued

Feb 17, 2026

Due

Feb 17, 2026

Paid

Feb 17, 2026

2026

LOW XLR - 10" Color Pool Light

with Indoor Remote Control.

with Settings, Brightness & Speed Control

120 Volts, 120 Watts

LED Panel enclosed within a 316 Stainless Steel Fixture

QTY.

1

UNIT PRICE

\$399.99

T

\$

2026

LiquiGLOW XL w/ Remote Control

Install cable from light niche to junction box; Secure new light fixture to the niche; Connect light to existing source; Program to remote control.

QTY.

1

UNIT PRICE

\$199.99

T

\$

1

\$

\$

Amount collected

.

- \$

Balance

Contact PoolLights.com

for your business. Please contact us with any questions regarding this invoice.
28282 Industrial Road, Bonita Springs, Florida 34135

239-470-6836 Support@PoolLights.com PoolLights.com

Created with getjobber.com

McGraw
2127 Grove Dr
Naples, FL 34120

BID DATE STAMP SLIPS

THE FOLLOWS

City of Bonita Springs
City Clerk
9101 Bonita Beach Rd
Bonita Springs, FL 34135

RFQP-26-03
Letter of Interest: Riverside Park
PROGRAM NT

Nicole Perino

From: Dee Hein <deehein@gmail.com>
Sent: Wednesday, May 27, 2026 1:35 PM
To: Nicole Perino; Arleen Hunter; Clerk
Subject: Cottage No. 2, June 30, 2026, Termination of Lease

Subject: Cottage No. 2, June 30, 2026, Termination of Lease

Dear: Nicole Perino, Arleen Hunter, Mike Sheffield:

This letter serves as formal notice that we are terminating our lease for Cottage 2, located at Riverside Park, 27300 Old US 41 Road, Bonita Springs, Florida 34135. Our intended move-out date is June 30, 2026.

Please let us know the person at the City of Bonita Springs office that we need to drop off our 2 Cottage keys and 2 Liles Hotel fobs to, on or before June 30, 2026.

Please confirm receipt of this email.

Thank you,

Diane Hein & Jennifer Sanders

ITEM TITLE: (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE; CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK AREAS; PROVIDING DEFINITIONS FOR THE TERM "ELECTRIC BICYCLE," "MOTORCYCLE," "MICROMOBILITY DEVICE," AND OFF HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS, GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks

BACKGROUND: Since their widespread adoption, the incidence of electric bicycle and alternative micromobility devices has become prevalent on streets and sidewalks throughout the City. As a result of increased incidence of conflicts between electric vehicles and pedestrians, particularly in the downtown, the City Council is seeking to regulate the behavior of such vehicles within the City, with a particular emphasis on safety and speed.

The proposed draft ordinance addresses the behavior of operators in lieu of the machines themselves, requiring operators to travel at limited speeds (15 mph), utilize proper safety equipment (increased for minors), and to yield to pedestrian in passing. The revised draft cleans up definitions and updates speed/yield requirements.

STAFF RECOMMENDATION: Adopt ordinance.

ATTACHMENTS: Revised ordinance, economic impact estimate, and LCSO e-bike materials.

REVIEWERS:

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

1 CITY OF BONITA SPRINGS, FLORIDA

2
3 ORDINANCE NO. 26 – __

4
5 AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA
6 AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE;
7 CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF
8 ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC
9 POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK
10 AREAS; PROVIDING DEFINITIONS FOR THE TERM "ELECTRIC
11 BICYCLE," "MOTORCYCLE," "MICROMOBILITY DEVICE," AND OFF
12 HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE
13 OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS,
14 GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF
15 BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS
16 SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER'S
17 ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR
18 SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE
19 FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR
20 AN EFFECTIVE DATE.

21
22 WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita
23 Springs; and

24
25 WHEREAS, pursuant to Chapter 316, Florida Statutes, otherwise known as the
26 "Florida Uniform Traffic Control Law," and specifically Section 316.006, municipalities
27 have original jurisdiction to exercise traffic control over streets and highways within their
28 boundaries; and

29
30 WHEREAS, Section 316.2065, 316.20655, and 316.2068, Florida Statutes, allows
31 the municipalities, through the exercise of its powers under Section 316.008, Florida
32 Statutes, to adopt an ordinance governing the operation of bicycles, electric bicycles, and
33 electric mobility devices on streets, highways, sidewalks, and sidewalk areas and
34 regulating the operation of an electric bicycle on a bicycle path, multiuse path, greenways,
35 or trail networks; and

36
37 WHEREAS, City of Bonita Springs has a significant government interest in
38 pedestrian and bicyclist safety, and this ordinance regulates conduct for the purpose of
39 promoting pedestrian and bicyclist safety; and

40
41 WHEREAS, there has been a noticeable increase in the operation of electric
42 bicycles, electric motorcycles, and similar personal electric powered machines on public
43 sidewalks and upon public right of ways in City, which presents enhanced opportunities
44 for crashes and injuries with other pedestrian and persons with standard and electric
45 mobility devices upon those sidewalks, due in part to the steady accelerated speed with

46 which electric bicycles and motorcycles can maintain as compared to manually operated
47 bicycles; and

48
49 **WHEREAS**, the City maintains sufficient jurisdiction and authority pursuant to
50 Sections 316.006 and 316.008, Florida Statutes, other relevant state and federal laws,
51 and the Bonita Springs Code (the "Code") to regulate the activities subject to this
52 ordinance; and

53
54 **WHEREAS**, pursuant to Article VIII of the Florida Constitution, the City of Bonita
55 Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt
56 ordinances necessary for the exercise of its powers in for health, safety, and general
57 welfare; and

58
59 **WHEREAS**, the Board finds that amending Chapter 40 of the Code as provided
60 below is narrowly tailored to impose specific regulations to protect the health, safety, and
61 welfare of City's residents, guests, and visitors by reducing the likelihood of serious bodily
62 injury or death that results from conflicts between vehicular traffic, bicyclists, and
63 pedestrians progressing on the sidewalks, crosswalks, intersections, bicycle paths,
64 multiuse paths, greenways, and trail networks in the incorporated areas of the City.

65
66 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bonita
67 Springs, Florida:

68
69 **Section 1.** **Recitals Adopted.**

70
71 That each of the above stated recitals is hereby adopted as legislative findings of
72 the City Council and confirmed as being true, and the same are hereby incorporated as
73 a part of this Ordinance.

74
75 **Section 2.** **Amending the City of Bonita Code**

76
77 The Bonita Springs City Code is hereby amending the pertinent provisions of
78 Chapter 40, with deletions depicted with ~~strikethroughs~~ and underlined language as
79 additions, as provided and further depicted in Exhibit A, attached hereto and incorporated
80 herein by reference.

81
82 **Section 3.** **Severability**

83
84 The provisions of this Ordinance are severable, and it is the intention to confer the
85 whole or any part of the powers herein provided for. If any part of this Ordinance is found
86 to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be
87 given full force and effect to the extent permitted by the severance of such invalid,
88 preempted, or superseded part as if adopted with such part had not been included herein.

89

90 **Section 4. Conflicts of Law**

91
92 This Ordinance shall supersede any ordinances in conflict herewith to the extent
93 that such conflict exists. Whenever the requirements or provisions of this Ordinance are
94 in conflict with the requirements or provisions of the requirements of state or federal law,
95 the more restrictive shall apply. Moreover, nothing in this Article shall be construed to
96 authorize operation of vehicles contrary to Chapters 261, 316, or 320, Florida Statutes,
97 or to supersede any safety, certification, supervision, or equipment requirements
98 applicable under state law.
99

100 **Section 5. Codification and Scrivener's Errors**

101
102 It is the intention of the City Council that the provisions of this Ordinance shall
103 become and be made part of the Bonita Springs Code; that sections of this Ordinance
104 may be renumbered or re-lettered and that the word "ordinance" may be changed to
105 "section", "article", or such other appropriate word or phrase in order to accomplish such
106 intention; and that any typographical errors which do not affect the intent may be
107 authorized by the City Manager without need of public hearing, by filing a corrected copy
108 with the City Clerk. It is further the intent of the City Council that the provisions of this
109 Ordinance may be modified as a result of consideration that may arise during public
110 hearing(s) and that such modifications shall be incorporated into the final version.
111

112 [SIGNATURE PAGE FOLLOWS]

123 **DULY PASSED AND ADOPTED BY THE CITY COUNCIL** of the City of Bonita
124 Springs, Florida this 3rd day of June, 2026.

125
126 Attest: **CITY OF BONITA SPRINGS, FLORIDA**

127
128
129
130 By: _____ By: _____
131 City Clerk Mayor

132
133
134 Reviewed for legal sufficiency:
135
136
137 By: _____
138 City Attorney

139
140
141 Vote:
142 Gibson Corrie
143 Purdon Fullick
144 Fitzpatrick Bogacz
145 Carr

146
147 Date filed with City Clerk: _____
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EXHIBIT "A"

**ARTICLE V. REGULATING THE OPERATION OF ELECTRIC BICYCLES,
MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS,
SIDEWALKS, AND SIDEWALK AREAS**

Sec. 40-65. Operation of electric bicycles, electric motorcycles, and other electric-powered devices in the City.

(a) Applicability. This Article applies to lands in the incorporated boundaries of the City of Bonita Springs, Florida.

(b) Definitions. For purposes of this section, the following words and phrases shall have the meanings ascribed to them:

Electric Bicycle (all classes) shall mean the term "electric bicycle" as defined in Section 316.003, Florida Statutes, as amended from time to time.

"Electric Mobility Device" means any electric bicycle, electric personal assistive mobility device, micromobility device, motorized scooter, or other electrically powered transportation device regulated under this Article, but excluding registered motor vehicles unless expressly stated otherwise.

Electric Personal Assistive Mobility Device shall have the same meaning as defined in Section 316.003, Florida Statutes, as amended from time to time.

Micromobility Device shall have the same meaning as defined in Section 316.003, Florida Statutes, as amended from time to time.

Motorcycle shall mean the term "motorcycle" as defined in Section 316.003, Florida Statutes, as amended from time to time, and shall include all motor vehicles, pocket bikes or similar devices, that are manufactured without pedals and have not been modified to have pedals, therein defined notwithstanding the means of propulsion of such vehicle, including but not limited to the use of gasoline, electricity, battery, or other fuels or systems as a means of propulsion.

Motorized Scooter shall have the same meaning as defined in Section 316.003, Florida Statutes, as amended from time to time.

Off-Highway Vehicle or Motorcycle shall have the same meaning as defined in Section 261.03, Florida Statutes, as amended from time to time.

193 Bicycle Lane, Bicycle Path, Crosswalk, Intersection, Median, and Sidewalk shall
194 have the same meaning as defined in Section 316.003, Florida Statutes, as
195 amended from time to time.
196

197 Multi-Use Path shall mean a physically separated, hard-surfaced or shell or rock
198 trail or path for non-motorized traffic which is wider than a sidewalk and are
199 designed for the use of bicyclists and pedestrians at the same time and may
200 provide access to destinations with limited exposure to motor vehicles.
201

202 Greenway, Trail or Trail Network shall have the same meaning as defined in
203 Section 260.013, Florida Statutes, as amended from time to time.
204

205 (c) Operation on Public Sidewalks, Crosswalks, Intersections, and Multi-Use Pathways.
206

207 (1) Authorization: Bicycles, electric bicycles, electric motorcycles, electric personal
208 assistive mobility devices, micromobility devices, motorized scooters, or similar
209 electric mobility device are allowed pursuant to law upon the public sidewalks,
210 crosswalks, intersections, multi-use pathways, and designated bicycle paths within
211 the incorporated areas of City of Bonita Springs over which the City has traffic
212 control jurisdiction. Electric motorcycles registered as motorcycles under Chapter
213 320, Florida Statutes, are prohibited from operating on public sidewalks,
214 crosswalks, or multi-use pathways within the City.
215

216 (2) Speed: All bicycles, electric bicycles, electric motorcycles, electronic personal
217 assistive mobility devices, micromobility devices, motorized scooters, or similar
218 electric mobility devices shall, unless otherwise posted, travel no more than 15
219 miles per hour on any public sidewalk, crosswalk, intersection, multi-use path, and
220 designated bicycle paths.
221

222 (3) Safety Equipment: A rider or passenger of any of the electric mobility devices
223 regulated under this section who is under 16 years of age must wear at least a
224 helmet that is properly fitted and is fastened securely upon the passenger's head
225 by a strap and that meets the federal safety standard for helmets pursuant to law.
226 As used in this subsection, the term "passenger" includes a child who is riding in a
227 trailer or semitrailer attached to an electric mobility device.
228

229 (4) Lighting: Any of the above defined electric mobility device shall, between dusk
230 and dawn, be equipped with a lamp on the front exhibiting a white light visible from
231 a distance of at least 500 feet to the front and a lamp and reflector on the rear each
232 exhibiting a red light visible from a distance of 600 feet to the rear. An electric
233 mobility device or its rider may be equipped with lights or reflectors in addition to
234 those required by this section.
235

236 (5) Yielding Right of Way: A person operating an electric mobility device, as defined
237 in this section, upon and along a sidewalk, or across a roadway upon and along a
238 crosswalk or intersection, shall yield the right-of-way to any pedestrian, slow to a

239 reasonably safe passing speed, and shall give an audible signal before overtaking
240 and passing such pedestrian.

241
242 (6) Applicable Laws: Any person operating an electric mobility device as defined in
243 this section upon and along any public sidewalk, crosswalk, intersection, and
244 designated bicycle path shall abide by all applicable laws with respect to
245 pedestrian and bicycle regulations as defined in Chapter 316, Florida Statutes.

246
247 (d) Operation on Public Roadways and Bicycle Lanes.

248
249 (1) Authorization: Bicycles, electric bicycles, electric motorcycles, electric personal
250 assistive mobility devices, micromobility devices, motorized scooters, or similar
251 electric devices are allowed pursuant to law upon the public roadways and bicycle
252 lanes within the incorporated areas of City of Bonita Springs over which the City
253 has traffic control jurisdiction.

254
255 (2) Speed: All bicycles, electric bicycles, electric motorcycles not registered under
256 Chapter 320, Florida Statutes, electronic personal assistive mobility devices,
257 micromobility devices, motorized scooters, or similar electric mobility devices shall
258 travel no more than the posted speed limit or statutory speed limit on any public
259 roadway or bicycle lane.

260
261 (3) Safety Equipment: A rider or passenger of any of the electric mobility devices
262 listed in subsection (1) above, who is under 16 years of age, must wear at least a
263 helmet that is properly fitted and is fastened securely upon the passenger's head
264 by a strap and that meets the federal safety standard for helmets and otherwise
265 required pursuant to law. As used in this subsection, the term "passenger" includes
266 a child who is riding in a trailer or semitrailer attached to an electronic
267 vehicle/device.

268
269 (4) Lighting: Any electric mobility device listed in subsection (1) above shall, between
270 dusk and dawn, be equipped with a lamp on the front exhibiting a white light visible
271 from a distance of at least 500 feet to the front and a lamp and reflector on the rear
272 each exhibiting a red light visible from a distance of 600 feet to the rear. An electric
273 mobility device or its rider may be equipped with lights or reflectors in addition to
274 those required by this section.

275
276 (e) Operation on Trails, Greenways, and Greenbelts Prohibited. Motor vehicles,
277 bicycles, electric bicycles, motorcycles or electric motorcycles, off-highway vehicles or
278 motorcycles, electric personal assistive mobility devices, micromobility devices,
279 motorized scooters, or similar electric mobility devices are not allowed upon the trails,
280 greenways, and greenbelts within the incorporated areas of the City of Bonita Springs
281 over which the City has jurisdiction, unless otherwise posted by the City.

282

283 (f) Official use of motorcycles, electric bicycles, or electric mobility devices by duly
284 licensed law enforcement officers performing authorized duties are exempt from
285 prohibitions described in this section. Utility company workers or their authorized
286 contractors are exempt from section (e) when they are performing authorized duties.
287

288 (g) Signage authorized. The City may install such signage as is necessary and
289 appropriate to designate or prohibit operation in areas as described in this section.
290

291 (h) Enforcement. The Sheriff of Lee County and any certified Law Enforcement Officer
292 of the State of Florida has the authority to enforce this section.
293

294 (i) Penalties. Any person violating any of the provisions of this section is subject to at
295 least a non-moving penalty as defined in Florida Statute 318. Nothing in this section
296 prohibits law enforcement from effecting an arrest, towing of the violating vehicle, or any
297 other appropriate action as defined in Chapters 316, 318, 320 and 322, Florida Statutes,
298 as amended from time to time.
299



City of Bonita Springs Business Impact Estimate

Meeting Date May 20, 2026

Time 9:00 AM

This Business Impact Estimate¹ is provided in accordance with Section 166.041(4), Florida Statutes. A Business Impact Statement is needed for all ordinances. However, if one or more boxes are checked below, you do not complete the remainder of the form.

This form should be included in the “set for public hearing” agenda item for ordinances and must be posted on the City’s website by the time notice of the proposed ordinance is published.

Proposed Ordinance Title:

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE; CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK AREAS; PROVIDING DEFINITIONS FOR THE TERM “ELECTRIC BICYCLE,” “MOTORCYCLE,” “MICROMOBILITY DEVICE,” AND OFF HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS, GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box, and leave the remainder of the form blank.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the town;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in Sec. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

¹ Business impact statement must be posted on the city's website no later than the date the notice of proposed ordinance is published.

- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no boxes are checked, please continue. Otherwise, there is no need to complete the remainder of this form.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance is meant to regulate the travel of behavior of e-bicycle and other micro-mobility devices and their interactions with pedestrians. For safety and welfare of the residents and visitors of the City, the proposed ordinance establishes a speed limit in specific areas, safety, and behavior between competing users of public rights-of-way.

2. Estimate of Direct Economic Impact on Private For-Profit Businesses:

There are no anticipated impacts on the private business community as there are no fees or costs associated with the proposed ordinance. To the contrary, the proposed ordinance acknowledges the acceptable use of electric vehicles throughout the City and only limits private behavior of individuals in their use.

3. An estimate of direct compliance costs that businesses may reasonably incur:

There are no anticipated impacts on the private business community as there are no fees or costs associated with the proposed ordinance.

4. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

There are no anticipated impacts on the private business community as there are no fees or costs associated with the proposed ordinance.

5. Estimate of the town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The City may expend minor funds in noticing and signage for public education. The violations of the ordinance would incur costs on violators and revenues to the City, however the City does not anticipate the fees will cover the full costs of enforcement.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

7. Additional / Other Information

None.

Department Director/Designee Name

Signature

A GUIDE TO FLORIDA E-BIKE LAWS-2025

The following is a handout designed to assist deputies in understanding some of the legal issues relating to E-Bikes. For purposes of the following discussion, the term “E-Bikes” refers to electric bicycles or electric tricycles that meet the *legal definition* of what an E-Bike is under Florida Law. If an electric powered bicycle is not an “E-Bike” under Florida law, it will be referred to as an “electric bicycle”.

WHAT IS AN “E-BIKE” UNDER FLORIDA LAW?

In Florida, an E-Bike is defined under section 316.003, Florida Statutes, as a bicycle or tricycle that:

1. Has operable pedals; and
2. Has electric motor of less than 750 watts; and
3. Fits within three classifications: Class 1, Class 2 or Class 3.

Class 1 (Pedal Assist Only). Class 1 E-Bikes are equipped with a motor that aids propulsion only when the rider is pedaling. It ceases to aid propulsion when the bicycle reaches the speed of 20 miles per hour.

Class 2 (Throttles Assisted). Class 2 E-Bikes are equipped with a motor that may be used exclusively to propel the bicycle without any pedaling. It ceases to aid propulsion when the bicycle reaches the speed of 20 miles per hour.

Class 3 (High Speed Pedal Assist Only). Class 3 E-Bikes are equipped with a motor that aids propulsion only when the rider is pedaling. The motor ceases to run when the bicycle reaches the speed of 28 miles per hour or higher. Note that the only difference with Class 1 E-Bikes is the top speed at which the motor stops running.

If an electric bicycle does not fit the definitions above, it is treated as a *moped or motorcycle*. Example: An electric bicycle without pedals or with a motor of 750 watts or greater is treated as motor vehicles, such as a moped or motorcycle.

If an electric bicycle is modified to exceed power/speed limits for their classifications or have inoperable pedals, it is also treated as a moped or motorcycle.

WHAT ARE SOME OF THE RULES THAT APPLY TO E-BIKES?

Under section 316.20655, Florida Statutes, the operator/owner of an E-Bike has the same rights and privileges, and be subject to all of the duties, of the operator of a bicycle. An E-Bike is a vehicle to the same extent as a bicycle. Local governments may adopt ordinances governing the operation of an E-Bike.

1. E-Bikes are not subject to laws relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

A GUIDE TO FLORIDA E-BIKE LAWS-2025

The following is a handout designed to assist deputies in understanding some of the legal issues relating to E-Bikes. For purposes of the following discussion, the term “E-Bikes” refers to electric bicycles or electric tricycles that meet the *legal definition* of what an E-Bike is under Florida Law. If an electric powered bicycle is not an “E-Bike” under Florida law, it will be referred to as an “electric bicycle”.

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Class 2 (Throttles Assisted). Class 2 E-Bikes are equipped with a motor that may be used exclusively to propel the bicycle without any pedaling. It ceases to aid propulsion when the bicycle reaches the speed of 20 miles per hour.

Class 3 (High Speed Pedal Assist Only). Class 3 E-Bikes are equipped with a motor that aids propulsion only when the rider is pedaling. The motor ceases to run when the bicycle reaches the speed of 28 miles per hour or higher. Note that the only difference with Class 1 E-Bikes is the top speed at which the motor stops running.

If an electric bicycle does not fit the definitions above, it is treated as a *moped or motorcycle*. Example: An electric bicycle without pedals or with a motor of 750 watts or greater is treated as motor vehicles, such as a moped or motorcycle.

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Under section 316.20655, Florida Statutes, the operator/owner of an E-Bike has the same rights and privileges, and be subject to all of the duties, of the operator of a bicycle. An E-Bike is a vehicle to the same extent as a bicycle. Local governments may adopt ordinances governing the operation of an E-Bike.

1. E-Bikes are not subject to laws relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

6. Sidewalks. Even Class 3 E-Bikes may use sidewalks. E-Bikes must:
 - a. Yield to pedestrians
 - b. Give audible signals when passing

Note that there may be local ordinances and rules that may apply to where an E-Bike may be ridden.

WHAT ARE SOME OF THE COMMON TRAFFIC VIOLATIONS FOR E-BIKES AND BICYCLES?

1. Running stop signs
2. Riding against traffic
3. Failing to yield or signal
4. Failure to wear a helmet if the operator is under 16 years of age
5. Lack of proper lights for use at night, sunset or low visibility
6. Lack of proper red rear reflectors
7. Inoperable brakes able to stop within 25 feet from 10 MPH on dry flat pavement
8. Operating under the Influence

COMMON TRAFFIC VIOLATIONS FOR MODIFIED/OVERPOWERED OR ELECTRIC BIKES.

These vehicles are no longer considered E-Bikes. They are treated as Motor Vehicles, such as motorcycles and mopeds. Common violations of law may include, but are not limited to:

1. Operating an unregistered vehicle
2. DWLS
3. No insurance
4. Impoundment
5. DUI
6. Any other violations relating to mopeds and motorcycles
7. No Valid DL
8. No Motorcycle Endorsement
9. Not registered with the DMVHS

E-Motorcycle (Moto)

vs.

E-Bicycle (Bike)

Where can they be driven:

They are not considered E-bicycles or Mopeds. Therefore, they can NOT be operated upon sidewalks, bike paths or upon public roadways.

How to identify:

*Motor Exceeds 750 W (Label typically affixed to E-Motorcycle may list the wattage)

*Vehicle has NO Pedals

* They can exceed 28 MPH

*Often the vehicle has a "Dirt Bike" style body. Popular brands are Sur-Run, Talaria, etc.

Operator Requirement:

Operator, regardless of age, NEEDS a driver license

Driver license NEEDS to have a motorcycle endorsement or a "Motorcycle Only" driver license.

The vehicle REQUIRES a registration and a tag must be displayed; however, they are usually not "Street Legal," therefore they will not be issued a registration.

Operator/Rider under 21 YOA must wear a DOT approved helmet.

In Florida they are considered a motor vehicle, as they meet the definition of a motorcycle. They have the equivalent of greater than 50 cc (Electric 750 Watt equivalent), have a seat, and have 3 wheels or less. Reference F.S.S. 322.01(26).

E-Motorcycles CAN NOT be operated on sidewalks, bike lanes, or any portion of a public roadway.

They are fast, and can be dangerous specially for the young untrained operators, pedestrians, bicyclists and motorist.

The initial goal is compliance through documented education, followed with enforcement action for repeat and/or egregious offenders.

How to identify:

*Motor DOES NOT exceed 750 W (Label typically affixed to E-Bicycle will list the wattage)

*Vehicle MUST have Pedals

* They cannot exceed 28 MPH

*Often the vehicle has a "Bicycle Looking" body style.

Operator Requirement:

Operator can be of any age.

Operator does NOT need a driver license.

Operator/Rider under 16 YOA must wear a helmet.

In Florida they are considered as Electric Bicycles, per F.S.S. 316.003(23). "A bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts."

E-Bicycles CAN be operated on public roads and sidewalks.

Florida State Statute 316.20655, states that e-bikes have the same rights and responsibilities as traditional bicycles where they are generally allowed on sidewalks, but riders must yield to pedestrians and give an audible signal before passing. Bicyclists have the same rights and duties as pedestrians when on the sidewalk, including yielding the right-of-way to pedestrians.

Remember that users of electric bicycles, motorized scooters, segways, and hoverboards have all the same rights - and must follow all the same rules - as traditional bicycle users.

Whatever and wherever you're riding, always:

- Be courteous to others and always yield to pedestrians.
- Be visible. It is always recommended to use light colored clothes, white front lights and rear red lights when traveling in low light conditions.
- Slow down at corners and make sure you halt before entering and crossing the road.
- Use safe speeds and distance, especially in shared spaces.
- Stay to the right, except when passing.
- Give an audible warning signal when passing others.
- Follow all rules of the road and be predictable.

**Always Check
Local Codes**
Local municipalities
might adopt more
restrictive rules
for devices

**A helmet can keep
you safe in bicycle
crashes, minimizing
the risk of a traumatic
brain injury**



For more information, see Florida Statutes 316.003, 316.2065, 316.20655, and 316.2068



ITEM TITLE: Discussion regarding establishing a historical preservation evaluation policy, and direction to staff.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND: In order to clarify the criteria used in our discussions of historical significance with respect to city owned property, I am submitting this draft policy for consideration by Council.

Draft Policy Framework: Historical Preservation Evaluation Policy

Purpose and Intent

The City of Bonita Springs recognizes that historic preservation serves an important public purpose by protecting buildings, structures, sites, and districts that contribute meaningfully to the architectural, cultural, civic, or economic history of the community.

At the same time, the City recognizes that not every older structure qualifies as historically significant merely because it has existed for many years or evokes nostalgia within portions of the community.

The purpose of this policy is to establish objective, transparent, and professionally defensible criteria for evaluating whether a structure, building, or site warrants historic designation, preservation incentives, adaptive reuse consideration, or regulatory protection.

The City further recognizes that preservation policy must balance:

- historical value,
- architectural significance,
- community identity,
- property rights,
- economic feasibility,
- public safety,
- urban design goals,
- and long-term community functionality.

This policy framework is intended to guide the actions and recommendations of the Bonita Springs City Council and the Bonita Springs Planning and Zoning Board.

Section 1. Core Preservation Principles

- A. Historical preservation is not intended to freeze a city in time.
 - Bonita Springs is a growing community whose downtown and surrounding areas must evolve to meet changing economic, environmental, cultural, and public safety needs.
 - Historic preservation should therefore focus on protecting assets of genuine and demonstrable significance rather than preventing all redevelopment or change.
- B. Age alone does not establish historic significance.
 - A structure shall not qualify for preservation solely because it is old, familiar, or locally recognized.
 - The City shall require evidence of broader historical, architectural, civic, engineering, or cultural importance.

C. Preservation decisions should rely on objective standards.

- Decisions should be based on documented criteria, professional analysis, and demonstrable public value rather than anecdotal sentiment or political pressure.

Section 2. Evaluation Criteria

A structure or site should generally satisfy multiple criteria to qualify for historic designation or preservation protection.

A. Architectural Significance: Consideration should be given to whether the structure:

- Represents a distinctive architectural style;
- Was designed by a recognized architect or builder;
- Contains rare or exceptional craftsmanship;
- Demonstrates innovation in construction techniques;
- Retains a high degree of original integrity;
- Serves as a notable example of a period of architecture.

Structures that have been substantially altered, reconstructed, or stripped of defining architectural features should receive reduced consideration.

B. Historical Significance: Consideration may be given to whether the structure:

- Played a meaningful role in local, regional, or state history;
- Is associated with historically important events;
- Is associated with individuals of documented historical importance;
- Represents a defining phase of Bonita Springs' development;
- Contributes to understanding the economic or civic evolution of the community.

General familiarity or anecdotal memories alone should not constitute historical significance.

C. Cultural and Civic Importance: Consideration may be given to whether the structure:

- Served as a long-standing civic, educational, religious, or cultural gathering place;
- Represents an important aspect of community identity;
- Reflects traditions, industries, or ways of life central to Bonita Springs history.

However, cultural familiarity should not override deficiencies in architectural integrity, safety, or feasibility.

D. Functional and Adaptive Reuse Viability: The City should evaluate whether a structure can reasonably support:

- safe occupancy,
- modern building standards,
- floodplain compliance,
- ADA accessibility,
- parking requirements,
- life-safety systems,
- and economically viable adaptive reuse.

Structures requiring disproportionate public subsidy or extensive reconstruction merely to remain functional should receive reduced preservation priority.

E. Structural Integrity and Public Safety: Consideration shall be given to:

- structural condition,
- flood vulnerability,
- hurricane resilience,
- fire safety,
- environmental contamination,
- and long-term maintenance obligations.

Preservation should not create unreasonable public safety risks or perpetual financial liabilities.

F. Contribution to Urban Design and Community Planning: The City should consider whether preservation:

- supports walkability,
- enhances downtown vitality,
- contributes positively to streetscape and public spaces,
- complements long-term redevelopment goals,
- and advances broader community planning objectives.

Preservation should not unintentionally impede strategic redevelopment, infrastructure improvement, flood mitigation, or public accessibility.

Section 3. Integrity Standards

To qualify for preservation consideration, a structure should substantially retain:

- original design,
- materials,
- workmanship,
- setting,
- scale,
- and visual character.

Buildings extensively altered from their original condition may have diminished preservation value.

Section 4. Economic and Public Interest Considerations

The City recognizes that historic preservation involves allocation of limited public resources and regulatory burdens affecting private property owners. Accordingly, designation decisions should include consideration of:

- economic feasibility,
- public benefit,
- maintenance obligations,
- redevelopment opportunity costs,
- and long-term fiscal sustainability.

Preservation should serve a demonstrable public purpose rather than symbolic retention alone.

Section 5. Application to Future Cases

The Bonita Springs City Council and the Bonita Springs Planning and Zoning Board should require applicants seeking historic designation to provide:

- documented historical research,
- architectural analysis,
- structural assessments,
- photographs and integrity documentation,
- adaptive reuse feasibility analysis,
- and evidence of broader public significance.

Public opinion may be considered, but shall not alone determine designation eligibility.

Section 6. Policy Guidance Regarding Older Commercial Structures

The City recognizes that many older commercial buildings contribute to community memory but may not meet the threshold for formal preservation. In such cases, the City may encourage the following rather than full historic designation or restrictions on redevelopment:

- photographic documentation,
- interpretive signage,
- incorporation of historical themes into redevelopment,
- selective façade preservation,
- or commemorative public art.

Conclusion

Historic preservation works best when it protects truly meaningful community assets while allowing cities to evolve responsibly.

A successful preservation policy should distinguish between:

- structures that are historically significant,
- structures that are simply old,
- and structures whose continued preservation no longer serves the broader public interest.

The City of Bonita Springs should therefore apply preservation standards consistently, objectively, and in a manner that balances respect for history with the practical realities of safety, economics, resiliency, and long-term community planning.

RECOMMENDATION: Discussion and direction to staff as appropriate.

ATTACHMENTS:

REVIEWERS:

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

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

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: City Manager Item

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 twenty-three (23) of the identified twenty-seven (27) structures in Central Bonita Springs. The remaining four (4) structures are under a separate contract currently being reviewed by FDEM and anticipated to be submitted to the City very soon. 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 Central Bonita Springs Neighborhood will be \$8,098,534.00 with \$6,073,900.50 (75%) funding from FEMA and \$2,024,633.50 (25%) from the property owners. The contract also includes \$276,000 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 will provide more information about the project, timelines, etc. during the meeting.

STAFF RECOMMENDATION: Approve FDEM HMGP contract agreement for Central Bonita Springs Neighborhood Elevation Project.

ATTACHMENTS:

1. FDEM Elevation Contract

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
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 #:	4673-081-R
PROJECT TITLE:	City of Bonita Springs, Central Bonita Springs Neighborhood, Elevation
HMGP CONTRACT #:	H1312
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

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(s)/modification(s) between **Subrecipient** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
<input type="checkbox"/>	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	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: H1312
Project Number: 4673-081-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:	<u>City of Bonita Springs</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>LLWSKDMXTCJ8 / 593649914</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>March 9, 2026</u>
Subaward Period of Performance Start and End Date:	<u>June 26, 2023 through May 31, 2028</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$5,922,667.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$6,211,900.50</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$6,211,900.50</u>
Federal award project description (see FFATA):	<u>Elevation</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Sydney.Andersen@yagroup.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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
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: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. 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

2. 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 June 26, 2023 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 FEMA 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 **\$5,922,667.50**.
- 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:
 - i. 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,

- ii. 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. §200.336, 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

a. 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.

b. 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:

- i. 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.
- ii. 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.
- iii. 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:

i. 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).

ii. 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.

iii. 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.

iv. 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: **\$5,922,667.50**

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 twenty-three single-family residential structures in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-081-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 twenty-three single-family residential structures located in Bonita Springs, Florida, 34135, 34134.

The scope of work of the proposed project shall elevate existing structures, listed in the table below, 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 flood zone and Riverine AE flood zone within the Special Flood Hazard Area (SFHA).

The scope of work for these elevation projects involves building and site preparation, along with the disconnection of utilities at each location. The existing structures shall be raised on a new open foundation on pilings per engineering design 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 at each location. 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 damage 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)	27277 Arroyal Road, Bonita Springs, Florida 34135	(26.33931, -81.80302)
2)	27301 Arroyal Road, Bonita Springs, Florida 34135	(26.33860, -81.80300)
3)	27149 Barefoot Lane, Bonita Springs, Florida 34135	(26.34402, -81.79068)
4)	27218 Barefoot Lane, Bonita Springs, Florida 34135	(26.34341, -81.79184)
5)	27219 Barefoot Lane, Bonita Springs, Florida 34135	(26.34355, -81.79132)
6)	27065 Belle Rio Drive, Bonita Springs, Florida 34135	(26.34533, -81.79360)
7)	9755 Bobwhite Lane, Bonita Springs, Florida 34135	(26.34482, -81.79198)

8)	9761 Bobwhite Lane, Bonita Springs, Florida 34135	(26.34502, -81.79201)
9)	27292 East Drive, Bonita Springs, Florida 34135	(26.34160, -81.78117)
10)	27100 Esther Drive, Bonita Springs, Florida 34135	(26.34462, -81.79458)
11)	27296 Gasparilla Drive, Bonita Springs, Florida 34135	(26.33894, -81.80102)
12)	27171 Holly Lane, Bonita Springs, Florida 34135	(26.34372, -81.79499)
13)	27182 Jackson Avenue Bonita Springs, Florida 34135	(26.34282, -81.78258)
14)	9862 Kentucky Street, Bonita Springs, Florida 34135	(26.33536, -81.78884)
15)	27110 Lavinka Street, Bonita Springs, Florida 34135	(26.34375, -81.78650)
16)	27051 Pine Avenue, Bonita Springs, Florida 34135	(26.34479, -81.78291)
17)	27121 Pine Avenue, Bonita Springs, Florida 34135	(26.34371, -81.78291)
18)	9968 Puopolo Lane, Bonita Springs, Florida 34135	(26.34062, -81.78902)
19)	9971 Puopolo Lane, Bonita Springs, Florida 34135	(26.34020, -81.78906)
20)	27181 South Riverside Drive, Bonita Springs, Florida 34135	(26.34315, -81.78127)
21)	27221 South Riverside Drive, Bonita Springs, Florida 34135	(26.34263, -81.78186)
22)	4704 Pago Pago Lane, Bonita Springs, Florida 34134	(26.37704, -81.83067)
23)	11671 Saunders Avenue, Bonita Springs, Florida 34135	(26.33374, -81.75975)

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 verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - j) Letter verifying if prehistoric or historic artifacts were encountered at any time within the project site area, and if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - k) 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.
 - l) Letter verifying that construction vehicles and equipment were stored onsite during construction activities or at existing access points within the Sub-Recipient's right-of-way.
 - m) 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 separate 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 twenty-three single-family residential structures located in Bonita Springs, Florida 34135, 34134, to include building and site preparation, along with the disconnection of utilities at each location.

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 protect 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 finds 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 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**.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native America, 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 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 shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.
- 7) 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) Closeout 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 on 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**
 - d) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **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 condition 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 **4673-081-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:	1 Month
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	2 Months
Construction / Installation:	15 Months
Local Inspections / Compliance:	2 Months
State Final Inspection / Compliance:	1 Month
Closeout Compliance:	1 Month
Total Period of Performance:	26 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$2,309,136.00	\$1,731,852.00	\$577,284.00
Labor:	\$4,603,917.00	\$3,452,937.75	\$1,150,979.25
Fees:	\$799,837.00	\$599,877.75	\$199,959.25
Initial Agreement Amount:	\$7,712,890.00	\$5,784,667.50	\$1,928,222.50
***Contingency Funds:	\$385,644.00	\$289,233.00	\$96,411.00
Project Total:	\$8,098,534.00	\$6,073,900.50	\$2,024,633.50
****SRMC			
SRMC:	\$133,000.00	\$133,000.00	
SRMC-Pre-Award:	\$5,000.00	\$5,000.00	
SRMC Total:	\$138,000.00	\$138,000.00	

**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 \$385,644.00 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 condition 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 \$138,000.00 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.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$5,000.00, with a start date of **June 26, 2023**.

ID#	Address	Budget per address	Federal Share
1)	27277 Arroyal Road, Bonita Springs, FL 34135	\$291,670.00	\$218,752.50
2)	27301 Arroyal Road, Bonita springs, FL 34135	\$260,932.00	\$195,699.00
3)	27149 Barefoot Lane, Bonita Springs, FL 34135	\$428,837.00	\$321,627.75
4)	27218 Barefoot Lane, Bonita Springs, FL 34135	\$387,543.00	\$290,657.25
5)	27219 Barefoot Lane, Bonita Springs, FL 34135	\$383,423.00	\$287,567.25
6)	27065 Belle Rio Drive, Bonita Springs, FL 34135	\$470,986.00	\$353,239.50
7)	9755 Bobwhite Lane, Bonita Springs, FL 34135	\$333,576.00	\$250,182.00
8)	9761 Bobwhite Lane, Bonita Springs, FL 34135	\$361,301.00	\$270,975.75
9)	27292 East Drive, Bonita Springs, FL 34135	\$323,206.00	\$242,404.50
10)	27100 Esther Drive, Bonita Springs, FL 34135	\$342,113.00	\$256,584.75
11)	27296 Gasparilla Drive, Bonita Springs, FL 34135	\$302,627.00	\$226,970.25
12)	27171 Holly Lane, Bonita Springs, FL 34135	\$420,383.00	\$315,287.25
13)	27182 Jackson Avenue, Bonita Springs, FL 34135	\$323,915.00	\$242,936.25
14)	9862 Kentucky Street, Bonita Springs, FL 34135	\$509,016.00	\$381,762.00
15)	27110 Lavinka Street, Bonita Springs, FL 34135	\$263,386.00	\$197,539.50
16)	27051 Pine Avenue, Bonita Springs, FL 34135	\$227,070.00	\$170,302.50
17)	27121 Pine Avenue, Bonita Springs, FL 34135	\$239,816.00	\$179,862.00
18)	9968 Puopolo Lane, Bonita Springs, FL 34135	\$281,052.00	\$210,789.00
19)	9971 Puopolo Lane, Bonita Springs, FL 34135	\$297,476.00	\$223,107.00
20)	27181 South Riverside Drive, Bonita Springs, FL 34135	\$192,542.00	\$144,406.50
21)	27221 South Riverside Drive, Bonita Springs, FL 34135	\$476,686.00	\$357,514.50
22)	4704 Pago Pago Lane, Bonita Springs, FL 34134	\$287,787.00	\$215,840.25
23)	11671 Saunders Avenue, Bonita Springs, FL 34135	\$307,547.00	\$230,660.25

Funding Summary Totals

Federal Share:	\$6,073,900.50	(75.00%)
Non-Federal Share:	\$2,024,633.50	(25.00%)
Total Project Cost:	\$8,098,534.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$138,000.00	

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: ATTN: Finance Department, 9101 Bonita Beach Road

CITY: Bonita Springs STATE: Florida ZIP CODE: 34135

PROJECT TYPE: Elevation PROJECT #: 4673-081-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1312

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 #: 4673-081-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1312

	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> <i>%</i> <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.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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 #:** 4673-081-R
PROJECT TYPE: Elevation **CONTRACT #:** H1312
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>	
<i>Estimated Project Completion Date:</i>	

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

H1312
DEM Contract Number

4673-081-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 #: 4673-081-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 5,922,667.50

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 twenty-three single-family residential structures located in Bonita Springs, Florida, 34135, 34134.

The scope of work of the proposed project shall elevate existing structures, listed in the table below, 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 flood zone and Riverine AE flood zone within the Special Flood Hazard Area (SFHA).

The scope of work for these elevation projects involves building and site preparation, along with the disconnection of utilities at each location. The existing structures shall be raised on a new open foundation on pilings per engineering design 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 at each location. 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 damage 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)	27277 Arroyal Road, Bonita Springs, Florida 34135	(26.33931, -81.80302)
2)	27301 Arroyal Road, Bonita Springs, Florida 34135	(26.33860, -81.80300)
3)	27149 Barefoot Lane, Bonita Springs, Florida 34135	(26.34402, -81.79068)

4)	27218 Barefoot Lane, Bonita Springs, Florida 34135	(26.34341, -81.79184)
5)	27219 Barefoot Lane, Bonita Springs, Florida 34135	(26.34355, -81.79132)
6)	27065 Belle Rio Drive, Bonita Springs, Florida 34135	(26.34533, -81.79360)
7)	9755 Bobwhite Lane, Bonita Springs, Florida 34135	(26.34482, -81.79198)
8)	9761 Bobwhite Lane, Bonita Springs, Florida 34135	(26.34502, -81.79201)
9)	27292 East Drive, Bonita Springs, Florida 34135	(26.34160, -81.78117)
10)	27100 Esther Drive, Bonita Springs, Florida 34135	(26.34462, -81.79458)
11)	27296 Gasparilla Drive, Bonita Springs, Florida 34135	(26.33894, -81.80102)
12)	27171 Holly Lane, Bonita Springs, Florida 34135	(26.34372, -81.79499)
13)	27182 Jackson Avenue Bonita Springs, Florida 34135	(26.34282, -81.78258)
14)	9862 Kentucky Street, Bonita Springs, Florida 34135	(26.33536, -81.78884)
15)	27110 Lavinka Street, Bonita Springs, Florida 34135	(26.34375, -81.78650)
16)	27051 Pine Avenue, Bonita Springs, Florida 34135	(26.34479, -81.78291)
17)	27121 Pine Avenue, Bonita Springs, Florida 34135	(26.34371, -81.78291)
18)	9968 Puopolo Lane, Bonita Springs, Florida 34135	(26.34062, -81.78902)
19)	9971 Puopolo Lane, Bonita Springs, Florida 34135	(26.34020, -81.78906)
20)	27181 South Riverside Drive, Bonita Springs, Florida 34135	(26.34315, -81.78127)
21)	27221 South Riverside Drive, Bonita Springs, Florida 34135	(26.34263, -81.78186)
22)	4704 Pago Pago Lane, Bonita Springs, Florida 34134	(26.37704, -81.83067)
23)	11671 Saunders Avenue, Bonita Springs, Florida 34135	(26.33374, -81.75975)

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:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "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.
 - o "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.