



## Town of Century, Florida

### Council Meeting Agenda

August 05, 2025 at 6:15 PM

7995 N. Century Blvd. Century, Florida 32535

(850)256-3208 | [www.TownOfCenturyFlorida.com](http://www.TownOfCenturyFlorida.com)

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#### Call Meeting to Order

1. Roll Call
2. Open Meeting with Prayer and Pledge of Allegiance
3. Consent Agenda
  - A. Approval of Minutes From July 22, 2025
  - B. Approval of Bill List
4. Public Forum #1
5. Action Items
  - A. Town Administrator Recruitment – Selection of Candidates for Formal Interview
  - B. Ordinance 08-2025 First Reading Proposed Adoption of Cross Connection Control Program
  - C. Request to Travel to FLC-FAST Committee Meeting
  - D. Resolution 2025-008 Century Youth Advisory Council
  - E. Approval to utilize LOST funds to purchase items.
  - F. Hiring of One Individual and the placement of one.
6. Mayor's Report
7. Council Comments
8. Staff Comments/ Report
9. Public Forum #2
10. Adjourn

*§ In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding should contact the Town Clerk no later than noon the day of the meeting to request assistance.*

*§ If HEARING impaired, please contact TDD (TDD-Telecommunications Device for the Deaf) at 1-800-955-8771.*

*§ If VOICE impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance.*

*§ If a person decides to appeal any decision with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for that purpose, he may need to ensure that a "verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal to be based." Minutes of the Town Council meetings can be obtained from the Town Clerk's office. The cost of duplication and/or court reporter will be at the expense of the requesting party. Minutes are recorded but are not transcribed verbatim.*

# Town of Century Council Meeting Minutes July 22, 2025, at 6:15 PM

**Others Present Were:**

Mrs. Carrie Moore, Town Clerk and Mr Howard Brown

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the Town Clerk and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

**Council President Lewis called the meeting to order at 6:30pm.**

**2. Open Meeting with Prayer and Pledge of Allegiance**

Councilmember Bass lead the meeting in prayer.

**3. Consent Agenda**

**A. Approval of Minutes**

Approval of Minutes of June 17, 2025.

Motion made by Bass, Seconded by Cunningham.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**B. Approval of Bill List**

Motion made by McCall-Abraham, Seconded by Bass.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**C. Requested Bank Reconciliation**

Councilmember McCall-Abrahams stated that the information provided was not what she requested.

**Public Forum #1**

The Pastor at the church stated that she appreciated the tree being cleaned up but she wanted to know if there was any information on the security light and if the town owned it. It was stated that the town does not own the light.

Ms. Deterville stated that there is a bus that will be helping parents travel to the schools to help with open house. She also said that she appreciated the town fixing the splash pad, and ensuring that her AC was working even though it was just a switch.

**4. Action Items**

**A. Resolution 2025-05 CENTURION PROGRAM**

The Chamber is currently working on a similar program and it was recommended that the Town partner with the Chamber.

Motion made by Cunningham, Seconded by Bass.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**B. Resolution 2025-06 – Approval of Parks Manager Job Description**

Motion made by McCall-Abraham, Seconded by Bass.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**C. Approval to Attend the Annual Conference in Orlando for Council President Lewis**

Motion made by Cunningham, Seconded by Bass.

Voting Yea: Cunningham, McCall-Abraham, Bass

**D. Forming a Century Youth Advisory Council**

It was stated that there would be a resolution forthcoming at the next meeting.

Motion made by Cunningham, Seconded by Bass.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**E. Purchase of one (1) 10" MACH 10 R900i ultrasonic water meter**

Motion made by Bass, Seconded by Cunningham.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**F. Temporary Appointment of Interim Councilmember — Seat 5 Resolution 2025-007**

Motion made by Bass, Seconded by McCall-Abraham.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass

**5. Mayor's Report**

**6. Council Comments**

Councilmember McCall-Abraham's stated that she had a specific request on the bank reconciliation items.

Council President Lewis stated that she would love to see the Town decorate more for Christmas

**7. Staff Comments/ Report**

Mr. Brown stated that there were 17 applicants for the Town Manager Position. He said that the recommendation of the committee would be coming via email to all councilmembers. He stated that the next steps would be discussed at the next meeting on August 5, 2025.

Town Clerk Moore stated that her conference was great and that she was able to attend many classes related to AI functions and hoped to implement several things at the Town.

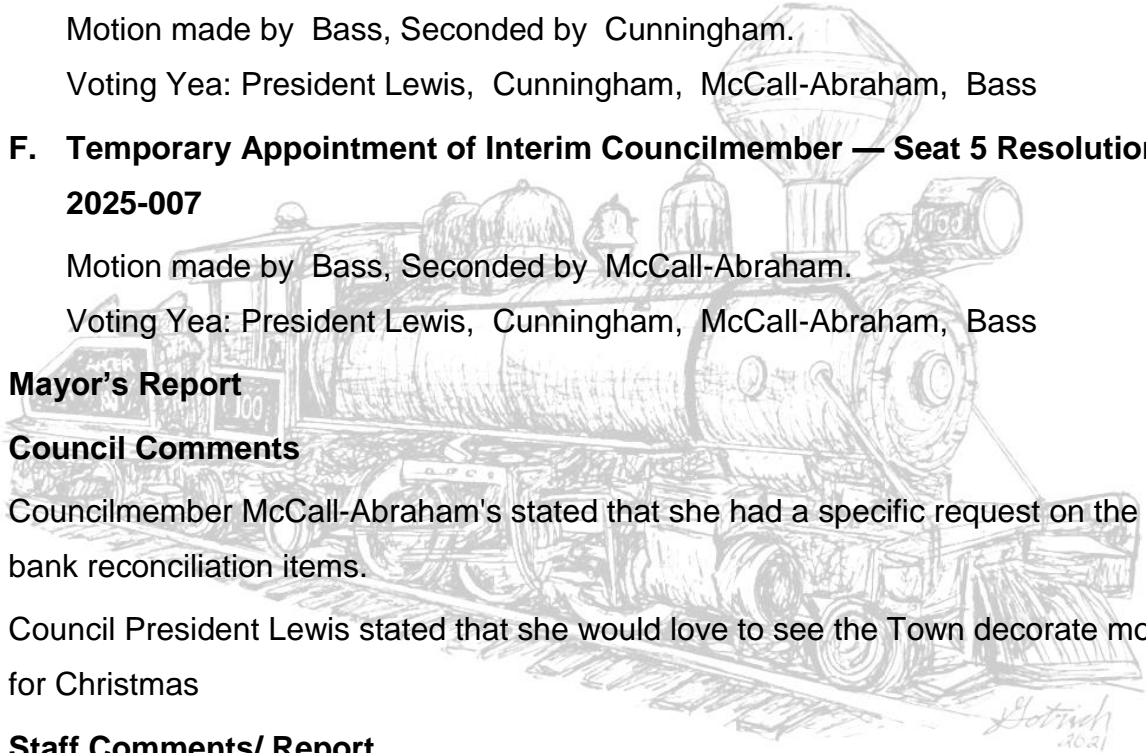
**8. Public Forum #2**

Mrs Lee called in and stated that the grass needed to be cut on highway 29 and that there is a major overgrowth all through the town. She also said that she saw a tree limb on a power line and asked who to call. It was stated to call the power company.

**9. Adjourn at 7:30 PM**

Motion made by McCall-Abraham, Seconded by Cunningham.

Voting Yea: President Lewis, Cunningham, McCall-Abraham, Bass



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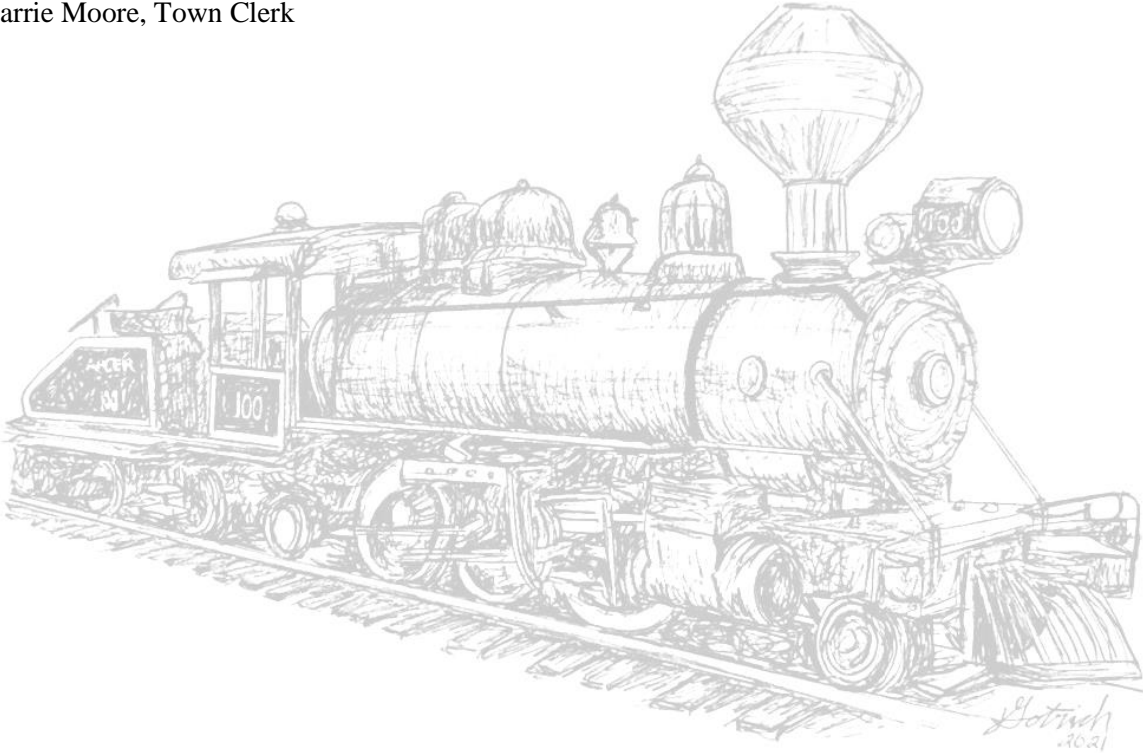
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**Town of Century**

**Attest:**

\_\_\_\_\_  
Benjamin Boutwell, Mayor

\_\_\_\_\_  
Carrie Moore, Town Clerk



**Town of Century**  
**August 05, 2025**  
**Bill List**

Section 3, Item B.

Account Number	Account Name	Fund	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
			<b>Gas Fund</b>						
401-32-5-27000	Operating Supplies Gas	Gas Fund	Bondurant Lumber & Hardware (ball valve, hex bush)	\$28.97	470045	July		\$11,457.36	\$12,000.00
401-32-5-27000	Operating Supplies Gas	Gas Fund	Bondurant Lumber & Hardware (batteries)	\$25.98	469909	July		\$11,457.36	\$12,000.00
401-32-5-27000	Operating Supplies Gas	Gas Fund	Bondurant Lumber & Hardware (valveball)	\$23.28	470040	July		\$11,457.36	\$12,000.00
401-32-5-27000	Operating Supplies Gas	Gas Fund	Consolidated Pipe & Supply (eliminator punch tee)	\$225.75	754923	July		\$11,457.36	\$12,000.00
401-32-8-55000	Audit	Gas Fund	HCT (Audit services for FY 2024)	\$1,860.62	3012178	July		\$3,326.24	\$5,000.00
401-32-4-20000	Postage/Freight	Gas Fund	Quadient Leasing (postage)	\$660.15	Q1949244	July		\$3,001.10	\$3,500.00
			<b>Total</b>	<b>\$2,824.75</b>					
			<b>General Fund</b>						
100-41-4-68001	Field Supplies Street	General Fund	Bondurant Lumber & Hardware (hex bolt, coarse hex bolt, flash wash)	\$2.89	K69996	July		\$8,783.12	\$12,000.00
100-12-4-60002	Building Maintenance Ag Bldg.	General Fund	Bondurant Lumber & Hardware (lumber, clear sheeting)	\$314.58	470055	July		\$5,062.61	\$2,500.00
100-41-4-68001	Field Supplies Street	General Fund	Bondurant Lumber & Hardware (single cut key)	\$9.95	K69832	July		\$8,783.12	\$12,000.00
100-41-4-68001	Field Supplies Street	General Fund	Bondurant Lumber & Hardware (tension pins)	\$2.32	K69806	July		\$8,783.12	\$12,000.00
100-12-4-61000	Office Equipment Maintenance	General Fund	CIT (canon copier)	\$188.82	47400484	July		\$32,551.28	\$22,000.00
100-41-4-67004	Equipment Maintenance Large	General Fund	Coastal Equipment & Hydraulics (limb truck-clean buff inspect seals and reassemble)	\$313.12	28669	July		\$10,235.08	\$10,000.00
100-12-8-12000	Audit	General Fund	HCT (Audit services for FY 2024)	\$7,442.50	3012178	July		\$13,305.00	\$16,000.00
100-41-4-67003	Equipment Maintenance Small	General Fund	JHB Auto Parts (bondr syringe)	\$10.99	120705	July		\$3,464.98	\$8,000.00
100-41-4-67004	Equipment Maintenance Large	General Fund	JHB Auto Parts (booster pac battery)	\$369.99	121270	July		\$10,235.08	\$10,000.00
100-41-4-67004	Equipment Maintenance Large	General Fund	JHB Auto Parts (hyda fluid, hose fittings-limb truck)	\$96.96	120747	July		\$10,235.08	\$10,000.00
100-41-4-60003	Building Maintenance Shop	General Fund	Philip May Co (pad 20" white buffing)	\$30.95	163401	July		\$6,401.87	\$1,500.00
100-12-8-10002	Consulting Group	General Fund	Robert Hudson (monthly invoice)	\$1,625.00	22203	July		\$26,162.00	\$50,000.00
100-12-4-60002	Building Maintenance Ag Bldg.	General Fund	Terminix	\$105.00	460655173	June		\$4,187.58	\$2,500.00
100-12-4-60002	Building Maintenance Ag Bldg.	General Fund	The Sherman Williams (paint)	\$560.45	3153-6	July		\$5,062.81	\$2,500.00
			<b>Total</b>	<b>\$11,073.52</b>					
			<b>Water Fund</b>						
402-36-4-59000	Lift Stations/Pump Maintenance	Water Fund	Bondurant Lumber & Hardware (locknut conduit, nipple)	\$6.32	K69802	July		\$153,993.55	\$125,000.00
402-36-4-10003	New Water Account Purchase	Water Fund	Central Water Works (07/1/25-07/31/25)	\$15,556.20	07/1-07/25	July		\$153,939.96	\$90,000.00

**Town of Century**  
**August 05, 2025**  
**Bill List**

Section 3, Item B.

Account Number	Account Name	Fund	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
402-36-4-10000	Telephone Water/Sewer	Water Fund	Charter Communications (internet, phone)	\$129.99	7/12/2025	July		\$8,840.72	\$7,500.00
402-36-4-67001	Equipment Maintenance Sewer	Water Fund	Dunaway Electrical Services (WWTP-rework and replace busted conduit for flow meter circuit)	\$2,715.00	25-77119	July		\$17,949.13	\$3,500.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (170 W State Line Road)	\$239.36	1119010	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Hadley Lane)	\$48.60	1119006	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Hwy 4 West)	\$67.43	1119004	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Hwy 4-Freedom Road)	\$98.82	1119003	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Jefferson Circle)	\$119.91	1119007	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Jefferson Street/Hwy 4)	\$85.85	1119008	June		\$29,595.55	\$20,000.00
402-36-4-36000	Utlitiies Sewer Lifts	Water Fund	Escambia River Electric Cooperative (Williams Street)	\$51.91	1119005	June		\$29,595.55	\$20,000.00
402-36-4-76002	Testing Sewer	Water Fund	Eurofins Environmental Testing (testing samples)	\$255.00	4000163464	July		\$12,375.00	\$15,000.00
402-36-4-76002	Testing Sewer	Water Fund	Eurofins Environmental Testing (testing samples)	\$310.00	4000163712	July		\$12,375.00	\$15,000.00
402-36-4-76001	Testing Water	Water Fund	Eurofins Environmental Testing (testing samples)	\$65.00	4000163729	July		\$6,130.00	\$15,000.00
402-36-5-38001	Chemicals Water	Water Fund	Hawkins, Inc. (lime, calcium hydroxide)	\$1,750.00	7140166	July		\$23,967.18	\$14,000.00
402-36-8-20000	Audit	Water Fund	HCT (Audit services for FY 2024)	\$5,581.88	3012178	July		\$9,978.76	\$9,000.00
402-36-4-65000	Vehicle Expense Water/Sewer	Water Fund	JHB Auto Parts (oil filter, oil)	\$41.16	121109	July		\$5,474.69	\$3,000.00
402-36-4-20000	Postage/Freight	Water Fund	Quadient Leasing (postage)	\$220.05	Q1949244	July		\$8,734.90	\$12,000.00
402-36-8-10002	Consulitng Group	Water Fund	Robert Hudson (monthly invoice)	\$1,625.00	22203	July		\$17,077.50	\$19,000.00
402-36-4-67001	Equipment Maintenance Sewer	Water Fund	Smith & Loveless (dome vacuum priming, valve)	\$1,048.04	185859	July		\$17,949.13	\$3,500.00
402-36-4-59000	Lift Stations/Pump Maintenance	Water Fund	Talcon Group (Manhole Hwy 29-Emergency Repair-across from Mrs'Lamb lift station)	\$63,500.00	25-0116TOC	June		\$152,892.59	\$125,000.00
			<b>Total</b>	<b>\$93,515.52</b>					
			<b>Grand Total</b>	<b>\$107,413.79</b>					

**Town of Century**  
**August 05, 2025**  
**Bill List**

Section 3, Item B.

Account Number	Account Name	Amount
	<b>Gas Fund</b>	
401-32-5-27000	Operating Supplies Gas	\$303.98
401-32-8-55000	Audit	\$1,860.62
401-32-4-20000	Postage/Freight	\$660.15
	<b>Total</b>	<b>\$2,824.75</b>
	<b>General Fund</b>	
100-41-4-68001	Field Supplies Street	\$15.16
100-12-4-60002	Building Maintenance Ag Bldg.	\$980.03
100-12-4-61000	Office Equipment Maintenance	\$188.82
100-41-4-67004	Equipment Maintenance Large	\$780.07
100-12-8-12000	Audit	\$7,442.50
100-41-4-67003	Equipment Maintenance Small	\$10.99
100-41-4-60003	Building Maintenance Shop	\$30.95
100-12-8-10002	Consulitng Group	\$1,625.00
	<b>Total</b>	<b>\$11,073.52</b>
	<b>Water Fund</b>	
402-36-4-59000	Lift Stations/Pump Maintenance	\$63,506.32
402-36-4-10003	New Water Account Purchase	\$15,556.20
402-36-4-10000	Telephone Water/Sewer	\$129.99
402-36-4-67001	Equipment Maintenance Sewer	\$3,763.04
402-36-4-36000	Utiltiies Sewer Lifts	\$711.88
402-36-4-76002	Testing Sewer	\$565.00
402-36-4-76001	Testing Water	\$65.00
402-36-5-38001	Chemicals Water	\$1,750.00
402-36-8-20000	Audit	\$5,581.88
402-36-4-65000	Vehicle Expense Water/Sewer	\$41.16
402-36-4-20000	Postage/Freight	\$220.05
402-36-8-10002	Consulitng Group	\$1,625.00
	<b>Total</b>	<b>\$93,515.52</b>
	<b>Grand Total</b>	<b>\$107,413.79</b>

Bill List

<b>Payee</b>	<b>Amount</b>
Bondurant Lumber & Hardware	\$414.29
Central Water Works	\$15,556.20
Charter Communications	\$129.99
CIT	\$188.82
Coastal Equipment & Hydraulics	\$313.12
Consolidated Pipe & Supply	\$225.75
Dunaway Electrical Services	\$2,715.00
Escambia River Electric Cooperative	\$711.88
Eurofins Environmental Testing	\$630.00
JHB Auto Parts	\$519.10
Hawkins, Inc.	\$1,750.00
HCT	\$14,885.00
Philip May Co	\$30.95
Quadient Leasing	\$880.20
Robert Hudson	\$3,250.00
Smith & Loveless	\$1,048.04
Talcon Group	\$63,500.00
Terminix	\$105.00
The Sherman Williams	\$560.45
<b>Total</b>	<b>\$107,413.79</b>

**AGENDA ITEM**

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Date: Tuesday, August 5, 2025

Subject: Town Administrator Recruitment – Selection of Candidates for Formal Interview

Prepared By: Howard W. Brown, Jr., ICMA-CM, Interim Town Manager

**Background:**

On July 22, 2025, the Town’s Screening Committee convened to review applications received for the Town Administrator position. The committee reviewed approximately 17 applications and selected, by consensus, a shortlist of candidates to move forward in the process. Town staff have since completed preliminary background checks on all applicants.

As part of the next phase in the recruitment process, members of the Town Council are conducting one-on-one meetings with the shortlisted candidates. These individual meetings are intended to provide Councilmembers with the opportunity to personally assess each applicant prior to the formal interview process.

**Recommendation:**

It is recommended that during the August 5, 2025, Town Council meeting, the full Council discuss the applicants who were reviewed by the Screening Committee and select the candidates they wish to formally interview.

Councilmembers are encouraged to complete all individual meetings with selected candidates prior to August 19, 2025. Formal interviews with the selected finalists will be conducted during the regular Town Council meeting on August 19, 2025.

**Action Requested:**

- Discuss the applicant pool reviewed by the Screening Committee.
- Select the candidates the Town Council wishes to invite for formal interviews on August 19, 2025.
- Confirm that individual meetings with selected candidates will be completed prior to the formal interview date.

**Town of Century, Florida**

**AGENDA ITEM**

Date: August 5, 2025

Title: First Reading – Cross Connection Control Ordinance

Department: Administration

Presenter: Howard W. Brown, Jr., Interim Town Manager

**Recommended Action:**

Conduct the first reading of the proposed Cross Connection Control Ordinance and authorize advertisement for second reading and public hearing.

**Summary:**

The proposed ordinance establishes a Cross Connection Control Program for the Town of Century to protect the public water system from contamination due to actual or potential cross-connections. The ordinance provides clear requirements for backflow prevention, inspections, enforcement, and compliance in accordance with state and federal regulations.

**Highlights of the Ordinance Include:**

- Establishment of authority and responsibility for enforcing cross-connection control
- Requirement for approved backflow prevention assemblies
- Guidelines for testing and maintenance
- Penalties for non-compliance and administrative enforcement processes
- Compliance with Florida Department of Environmental Protection (FDEP) and EPA Safe Drinking Water Act

**Fiscal Impact:**

There is no direct fiscal impact to the Town from this ordinance; however, property owners and businesses may incur testing and installation costs related to backflow devices.

**Legal Review:**

The Town Attorney has reviewed the draft ordinance and confirmed that it meets applicable regulatory requirements.

**Supporting Documents:**

- Draft Ordinance: “Cross Connection Control Ordinance (7.30.25)”

**Next Steps:**

If approved on first reading, the ordinance will be scheduled for second reading and public hearing at the next regular Town Council meeting on August 19, 2025.

**ORDINANCE NO. 08-2025**

**AN ORDINANCE OF THE TOWN OF CENTURY, FLORIDA  
AMENDING ARTICLE III OF CHAPTER 42 OF THE CODE  
OF ORDINANCES OF THE TOWN OF CENTURY  
PROVIDING FOR BACKFLOW PREVENTION AND CROSS  
CONNECTION CONTROL; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR REPEAL OF  
CONFLICTING ORDINANCES; AND PROVIDING AN  
EFFECTIVE DATE.**

Be it ordained by the Town Council of the Town of Century, Florida, as follows:

SECTION 1. Article III of Chapter 42, inclusive of Sections 42-98 through 42-102, of the Code of Ordinances of the Town of Century is hereby amended in its entirety and replaced with the following:

**ARTICLE III: CROSS CONNECTION CONTROL**

**Sec. 42-98. Authority.** Authority for the establishment of the Town of Century’s Cross Connection Control program as provided in this Article is contained in the Florida Safe Drinking Water Act, Section 403.086 and Sections 403.850-430.864, Florida Statutes. Florida Administrative Code Section 62-555.360 requires that each public water system establish and implement a cross-connection control program utilizing backflow protection at or for service connections from the public water system in order to protect the public water system from contamination caused by cross-connections on customers’ premises.

**Sec. 42-99. Cross Connections Prohibited.** Cross connections, as defined in Florida Administrative Code Section 62-550.200, are prohibited unless appropriate backflow protection is provided to prevent backflow through the cross-connection into the public water system pursuant to the requirements set forth in this Article.

**Sec. 42-100. Definitions.** As used in this Article, the following terms are defined to have the meanings ascribed thereto:

*Air Gap:* An air gap is a physical separation between the end of a water supply outlet and the flood-level rim of a receiving vessel. This separation must be at least twice the diameter of the water supply outlet and never less than one inch. An air gap is considered the maximum protection available against backpressure backflow or back-siphonage but is not always practical and can easily be bypassed.

*Article:* This Article III of Ch. 42, of the Code of Ordinances of the Town of Century, inclusive of Sections 42-99 through 42-105.

*ASSE:* The American Society of Sanitary Engineering.

*Atmospheric Vacuum Breaker:* A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work in a vertical plane only. The moving part consists of a poppet valve, which must be carefully sized to slide in a guided chamber and effectively shut-off the reverse flow of water when a negative pressure exists.

*Auxiliary Water Supply (AWS):* Any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary water supplies may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids." These waters may be polluted, contaminated, or may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

*AWWA:* The American Water Works Association.

*AWWA Manual M14:* The AWWA Manual of Water Supply Practices titled "Recommended Practice for Backflow Prevention and Cross-Connection Control."

*Backflow:* The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable supply of water from any source or sources other than its intended source.

*Back Pressure:* Backflow caused by a pump, elevated tank, boiler, or other means that could create pressure greater than the supply pressure.

*Back Siphonage:* Backflow due to a negative or sub-atmospheric pressure within a water system.

*Backflow Prevention Device or BFPD:* A device to counteract back pressure or prevent back siphonage.

*Backflow Prevention Device - Approved:* A device that has met the requirements of AWWA Standards C510 and C511, or Town approved equal.

*CSA:* The Canadian Standards Association.

*Containment:* A method of controlling potential and/or confirmed cross-connections by installation of a double check assembly or a reduced pressure principle backflow prevention device.

*Cross-Connection:* Any physical arrangement whereby a public water supply system is connected directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, or any other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

*Customer:* The property owner and/or occupant of the premises served by the Town.

*Double Check Valve Assembly or DC:* An assembly composed of two single, independently acting check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve.

*Double Check Detector Assembly or DCDA:* An assembly composed of a main-line double check valve assembly with a bypass (detector) arrangement around the main-line double check valve assembly (DC) that shall contain a water meter and a double check valve assembly (DC).

*Dual Check Device or DuC:* A device containing two internally loaded, independently operating check valves.

*Health Hazard:* Any condition, devices, or practices in any water supply system or in its operation which create or may create a danger to the health and well-being of the water consumer. The degrees of Health Hazards are as defined in AWWA Manual M14.

*Isolation:* A method of controlling potential and/or confirmed cross-connections by installation of an air gap separation or a vacuum breaker.

*Non-Residential Service Connection:* Any service connection, other than a residential service connection.

*Pressure Vacuum Breaker or PVB:* A pressure vacuum breaker is similar to an atmospheric vacuum breaker except that the checking unit "poppet valve" is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on the pressure side of a valve.

*Public Water Supply or PWS:* Any system or water supply intended or used for human consumption or other domestic use, including source, treatment, storage, and distribution where water is furnished to any community, collection, or number of individuals, or is made available to the public for human consumption or domestic use, but excluding supplies serving one single family residence.

*Reduced Pressure Principle Backflow Prevention Device or RP:* A device incorporating two or more check valves and an automatically operating differential relief valve located between the two check valves, two shutoff valves and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure of the public water supply side of the device even at cessation of normal flow. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere, thereby providing an air gap in the device. This air gap shall also be above the 100-year flood level.

*Reduced-Pressure Principle Detector Assembly or RPDA:* An assembly consists of a main line RP with a bypass arrangement around the RP that shall contain a water meter and an RP.

*Residential Service Connection:* Any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building or premises, containing only single-family dwelling units.

*Town:* The Town of Century.

**Sec. 42-101. Backflow Prevention Standards and Requirements.**

A. The standards and requirements set forth herein shall apply to all new and existing customers.

B. Cross-connections, as defined in Florida Administrative Code, Section 62-550.200, are prohibited unless appropriate backflow protection is provided to prevent backflow through the cross-connection into the public water system.

C. All single-family residential service connections shall provide or be provided with a dual check (DuC) backflow preventer of the type specified by the Town.

D. All non-residential service connections, unless otherwise noted below, shall be provided by the customer with a Reduced Pressure Principle (RP) backflow prevention device installed per the requirements of this Article.

E. All service connections that are intended for a non-chemical added wet pipe sprinkler system, wet standpipe, or fire protection system shall be provided with a double check detector assembly (DCDA).

F. All service connections that are intended for a chemical added wet pipe sprinkler system, wet standpipe, or fire protection system shall be provided with a reduced-pressure principle detector device (RPDA).

G. All backflow prevention devices shall be installed at a location designated by the Town. Generally, this will be immediately on the customer’s side of the meter. If circumstances make this location impractical, then the backflow prevention device may be placed further downstream from the meter. However, any piping between the meter and the backflow prevention device must be either exposed or readily accessible for inspection.

H. All backflow prevention devices shall be installed in accordance with the criteria set forth in Table 1, below.

I. Backflow prevention devices shall be tested as required in this Article, including Section 42-103, below.

J. All new backflow protection required at or for service connections from the Town shall conform to, or comply with, the following standards:

1. All BFPDs must be manufactured by Town-approved backflow manufacturers. The Town shall maintain a list of approved manufacturers. The list shall be maintained by the Town Clerk and available upon request.

2. All new customer-owned backflow preventers shall be approved by the Town and listed by a nationally recognized testing laboratory, such as Underwriters Laboratories, Inc., or Factory Mutual, Inc., pursuant to Chapter 633, Florida Statutes.

3. New dual check valves (DuCs) shall conform to the latest edition of ASSE Standard 1024 or CSA Standard B64.6 or B64.6.1.

4. New double check valve (DC) assemblies shall conform to the latest edition of ASSE Standard 1015, AWWA Standard C510, or CSA Standard B64.5.

5. New double check detector (DCDA) assemblies shall conform to the latest edition of ASSE Standard 1048.

6. New pressure vacuum breaker (PVB) assemblies shall conform to the latest edition of ASSE Standard 1020 or CSA Standard B64.1.2.

7. New reduced-pressure principle (RP) assemblies shall conform to the latest edition of ASSE Standard 1013, AWWA Standard C511, or CSA Standard B64.4.

8. New reduced-pressure principle detector assemblies (RPDA) shall conform to the latest edition of ASSE Standard 1047.

9. New air gaps shall comply with the latest edition of American Society of Mechanical Engineers (ASME) Standard A112.1.2.

K. Cross-connections between a public water system and a wastewater system or reclaimed water system are prohibited.

L. Upon discovery of a prohibited, bypassed, removed, or any other inappropriately protected cross-connection, the Town either shall immediately ensure that the cross-connection is eliminated, shall ensure that appropriate backflow protection is installed to prevent backflow into the public water system, or shall discontinue water service. If the discovered cross-connection is on the premises of a customer and if the customer's premises is in a category described in Table 62-555.360-2 of Florida Administrative Code Section 62-555.360, the Town shall ensure that appropriate backflow protection is provided by the customer at or for the water service connection to the customer regardless of whether the cross-connection is eliminated, or whether internal backflow protection is installed. The Town shall act to meet these requirements by notification as described herein and the discontinuance of service upon failure of the customer to immediately comply.

M. The Town will consider, and may approve, on a case-by-case basis deviations to these standards and requirements upon written and justified request; but in no case shall there be

any outlet, tee, tap, or connection of any type to or from the water piping between the water meter property line, and the required backflow protection device.

**Table 1  
Installation Criteria for Backflow Prevention (BFP) Devices:**

<b>Table 1 - Backflow Prevention (BFP) Device Installation Criteria</b>		
<b>Criteria No.</b>	<b>Device</b>	<b>Installation Criteria</b>
1.1	All BFPDs	Must be installed in the orientation as it was approved by the testing agency
1.2	All BFPDs	Must be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
1.3	All BFPDs	Must not be subjected to conditions that would exceed its maximum working water pressure. The increased pressure that can happen from the creation of a closed system must be evaluated to prevent damage to the assembly or other plumbing-system components.
1.4	All BFPDs	Shall not be installed in areas where maximum or minimum working temperatures are exceeded without environmental protections being in place.
1.5	All BFPDs	Pipelines must be thoroughly flushed before installation to prevent dirt or debris from entering the device which might adversely affect the device's working abilities.
1.6	All BFPDs	Shall be installed where the device can easily be tested, inspected, repaired, or replaced as necessary.
B.1.7	RP, RPDA, DC, DCDA, PVB	Shall not be installed in a pit or below grade when possible. If the device must be installed in a vault, adequate space for space for testing and maintenance must be provided. If the device is to be installed below grade, any test cocks shall be sealed or plugged so water or debris cannot collect in the test cock.
1.8	RP, RPDA, DC, DCDA, PVB	Shall be installed a minimum of 12 inches above the surrounding grade and flood plain.
1.8	RP, RPDA, DC, DCDA, PVB	Shall not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform shall be installed around the assembly to provide access for workers.
1.9	PVB	Shall not be installed in a pit or below grade where the air inlet could become submerged in water or where fumes could be present at the air inlet.
1.10	PVB	BFP device system shall be designed for periodic discharge of water from the device's air inlet.

1.11	RP, RPDA	Shall not be installed in a pit or below grade where the relief valve could become submerged in water or where fumes could be present at the relief valve.
1.12	RP, RPDA	BFP device system shall be designed for periodic discharge of water from the device's relief valve.
1.13	RP, RPDA	If the device's discharge is piped to a drain, an air-gap separation must be installed between the relief-valve discharge opening and the drain line leading to the drain.
1.14	Air Gap	Vertical separations shall be at least twice the effective opening (inside diameter) of the water supply outlet but never less than 1 inch.
1.15	Air Gap	In locations where the outlet discharges within three times the inside diameter of the pipe from a single wall or other obstruction, the air gap must be increased to three times the effective opening but never less than 1.5 inches.
1.16	Air Gap	In locations where the outlet discharges within four times the inside diameter of the pipe from two intersecting walls, the air gaps must be increased to four times the effective opening, but never less than 2 inches.
1.17	Air Gap	Shall not be installed where there is a potential for the atmosphere around the air gap to be contaminated nor shall be installed where the inlet pipe could be in contact with a contaminated surface or material.

**Sec. 42-102. Responsibility.**

A. The Town is responsible for the protection of its public potable water distribution system from backflow of contaminants or pollutants through any water service connection. The Town is also responsible for exercising reasonable control over customer's systems to ensure that proper steps are taken to install, maintain, and test the required backflow prevention systems.

B. If, in the judgment of the Town, an approved backflow prevention device is required at the water service connection to any of its customer's premises for the safety of the users of the water system, the Town shall give notice in writing to the customer that an approved backflow prevention device shall be installed at the customer's expense within 45 days.

C. If, in the judgment of the Town, an existing backflow prevention device is not functioning correctly or has not been maintained or tested in accordance with the requirements of this document and places the safety of the users of the system at risk, the Town shall give notice in writing to the customer that replacement or repairs to the approved backflow prevention device shall be made at the customer's expense within 45 days.

D. Each non-residential customer shall be responsible for the cost of installation of an approved backflow prevention device at each water service. The selection and installation of the

backflow device shall be approved by the Town. Construction shall be consistent with installation criteria in AWWA Manual M14 as incorporated into Section 62-555.360(2), Florida Administrative Code, and shall assure the backflow protection is installed as close as practical to the Town's meter or customer's property line but, in all cases, before the first distribution line off of the customer's water service line. All devices shall meet the applicable AWWA standards for the applicable type.

E. Each non-residential customer shall own, maintain, and test the backflow prevention device installed on their individual water service in accordance with this document.

F. Failure, refusal, or inability on the part of the customer to meet the Town's written time schedule for installation, replacement, or repair of said device or devices shall constitute grounds for discontinuance of water service until such device or devices have been properly installed.

G. In the event of any known or suspected accidental pollution or contamination of the customer's or the Town's potable water system, the customer shall promptly take steps to confine any further spread of pollution or contamination and shall immediately notify the Town in writing of the situation. Any customer failing to comply with this requirement shall be subject to the full extent of all penalties of law.

H. Residential backflow prevention, except as outlined above, shall be provided by the Town. Residential backflow prevention devices shall be owned, maintained, and tested by the Town.

I. The Town reserves the right evaluate customer backflow requirements on a case-by-case basis.

**Sec. 42-103. Connection, Evaluation, and Inspections.**

A. The Town shall evaluate all new construction of backflow prevention systems to ensure they meet the requirements of this Article prior to the initiation of service. The Town has the option to evaluate the customer's premises at a service connection from the Town using a "Water Use Questionnaire" and, if necessary, will also review the construction plans or conduct an on-site inspection.

B. The Town shall conduct inspections of customer's premises where suspected cross-connections or potential cross-connections may exist or as part of a routine inspection program. Customers shall be notified in advance of the inspections and the reason for the inspections. Should any cross-connections or potential cross-connections be detected, the customer shall be notified in writing of the appropriate type of backflow prevention device to be installed. Refusal by a customer to allow an inspection shall be considered prima facie evidence of the existence of cross-connections, thereby requiring the installation of an approved reduced pressure principle backflow prevention device or the disconnection of service if compliance is not met within 45 days.

C. For existing facilities, a survey of the customer's water system must be conducted. The Town shall evaluate the customer's premises at an existing (i.e., previously constructed) service connection whenever:

1. The customer connects to a reclaimed water distribution system.
2. Whenever an auxiliary water system is discovered on the customer's premises.
3. Whenever a prohibited or inappropriately protected cross-connection is discovered on the customer's premises.
4. Whenever the customer's premises is altered under a building permit in a manner that could change the backflow protection required at or for a service connection to the customer.

Such surveys need not be a detailed inspection of the location or disposition of water lines but can be confined to establishing the water use on the premises; the existence of any cross-connections; the availability of auxiliary water supplies; the availability of pollutants, contaminants, and other liquid, solid or gaseous substances that may be used industrially for stabilization of water supplies and other procedures for determining the degree of health hazard.

If, in the opinion of the Town, the existing use constitutes an extreme hazard to the safety of the users of the system, the Town of Century may require the customer to comply with the more stringent requirements of this Article.

D. All water customers of the Town shall be required to immediately notify the Town in writing or by phone of any changes in their water usage or a change in use of premises. Any change of use shall require the backflow prevention device(s) be brought into compliance with the more stringent requirements of this Article.

**Sec. 42-104. Maintenance & Testing.**

A. Routine testing of non-residential customer backflow prevention device(s) shall be scheduled annually by the customer with a certified tester and shall be paid for by the customer. The Town shall maintain a record of the use of the facility and shall notify the customers of required testing in accordance with the requirements of Florida Administrative Code Section 62-555.360.

B. All air gaps being required at or for service connections pursuant to Table 62-555.360-2 of Florida Administrative Code Section 62-555.360, shall be inspected at least annually. Persons inspecting air gaps required at or for service connections shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

1. The American Backflow Prevention Association;

2. The American Society of Sanitary Engineering;
3. The American Water Works Association;
4. The Florida Water and Pollution Control Operations Association;
5. The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
6. Any other organization or school approved in writing by the Town.

C. All backflow prevention devices being required at or for non-residential service connections pursuant to Table 62-555.360-2 of Florida Administrative Code Section 62-555.360, shall be tested after installation or repair and at least annually thereafter and shall be repaired or replaced if they fail to meet performance standards. Persons testing backflow preventer connections for fire protection systems shall be a certified Fire Protection System Contractor I or II pursuant to Chapter 633, Florida Statutes. Persons testing backflow preventer assemblies for all other service connections shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

1. The American Backflow Prevention Association;
2. The American Society of Sanitary Engineering;
3. The American Water Works Association;
4. The Florida Water and Pollution Control Operations Association;
5. The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
6. Any other organization or school approved in writing by the Town.

D. Backflow prevention devices being required at or for residential service connections pursuant to Table 62-555.360-2 of Florida Administrative Code Section 62-555.360 shall be tested by the Town after installation or repair and at least biennially thereafter and shall be repaired or replaced if they fail to meet performance standards. This applies to residential backflow prevention devices that are field testable.

E. Reduced Pressure Principle (RP) devices being required at or for service connections pursuant to Table 62-555.360-2 of Florida Administrative Code Section 62-555.360 shall be refurbished or replaced at least once every 5 years or at a lesser frequency determined by the Town.

F. Residential service connections not otherwise identified in Paragraphs B through E, above, of this Section, shall be refurbished or replaced at 10-year intervals unless failure is noted earlier.

G. All customers notified of required testing shall be provided with 60 days' notice to complete the required testing and provide certification. Testing shall be completed by a certified tester as noted in Paragraphs B and C, above, of this Section. Immediately upon completion of testing, the customer shall provide the Town with the test result records. Testing that results in the necessity of repairs shall be documented and documentation shall be immediately provided to the Town along with certification of the completion of repairs or replacement of the backflow prevention device.

H. Failure to complete the testing within the 60-day period shall be cause for one of the following actions at the discretion of the Town:

1. The Town may elect to test the backflow prevention device and charge the customer for the service on the monthly water bill. Failure to pay the bill shall be cause to discontinue service. Should repairs or replacement be required that in the opinion of the Town cause a danger to users of the system, the customer will be provided with no more than 24 hours' notice of discontinuation of service. This time WILL NOT be extended for any reason. Otherwise, the Town of Century shall give notice of 14 days to have repairs and or replacement made. Service will be discontinued at the end of the 14 days if repairs/replacement have not been made.

2. The Town may elect to provide 48 hours' notice of discontinuation of service.

I. Backflow preventer assemblies required at or for service connections from the Town shall be tested using the procedures in one of the following standards or manuals:

1. The latest edition of the ASSE Standards 5013, 5015, 5020, 5047, and 5048;

2. The latest edition of CSA Standard B64.10.1;

3. The latest edition of *Backflow Prevention: Theory & Practice* by the University of Florida Center for Training, Research, and Education for Environmental Occupations;

4. The latest edition of the *Manual of Cross-Connection Control* by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Center; or

5. Any other standard or manual approved in writing by the Town.

J. Testing equipment used to test backflow preventer assemblies required at or for service connections from the Town shall be verified/calibrated at least annually in accordance with the equipment manufacturer's recommendation.

**Sec. 42-104. Records.** The Town shall maintain an inventory of the service

connections in the system and the type of use and backflow prevention devices for each service. Town shall maintain records regarding the installation, inspection/testing, and repair/replacement of backflow prevention devices within the system in accordance with Florida Administrative Code Section 62-555.360.

SECTION 2. Severability. It is not the intent of this Ordinance to supersede or conflict with any law, rule, or regulation that has been reserved to or is preempted by laws, rules, and regulations of the State of Florida. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance. Further, in the event that any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then it is hereby declared to be the intent of the Town of Century Town Council that this Ordinance be construed to the fullest extent possible in a manner that is valid and constitutional and excepting only such portions of this Ordinance that are necessary in order for the remaining portions hereof to be valid and lawful.

SECTION 3. Conflict. The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 4. Effective Date. This Ordinance shall become effective upon adoption by the Town of Century Town Council.

PASSED ON THE FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ADVERTISED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

PASSED ON THE SECOND READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

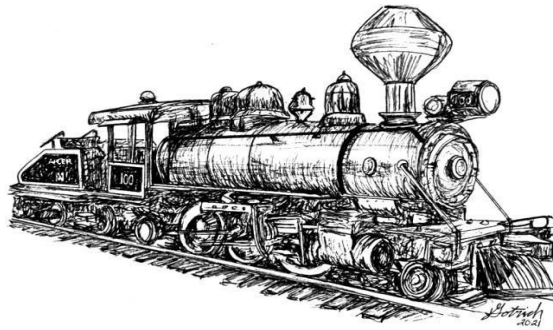
TOWN OF CENTURY, FLORIDA

By: \_\_\_\_\_  
Benjamin D. Boutwell,  
Mayor

ATTEST TO:

By: \_\_\_\_\_  
Carrie Moore,  
Town Clerk

Town of Century  
7995 N. Century Blvd.  
Century, Florida 32535



www.TownOfCenturyFlorida.com  
(850)256-3208

**AGENDA ITEM**

**TOWN COUNCIL MEETING DATE:** August 5, 2025

**SUBJECT:** Councilmember McCall-Abrams – Authorization to Attend Florida League of Cities (FLC) FAST Committee Meeting and Approval of Related Travel Expenses

**DEPARTMENT:** Town Council

**PRESENTED BY:** Councilmember McCall-Abrams

**BACKGROUND:**

Councilmember McCall-Abrams has been appointed to serve on the Florida League of Cities’ Finance, Administration and Taxation (FAST) Committee. The committee will convene in conjunction with the Florida League of Cities (FLC) Annual Conference on **Thursday, August 14, from 4:45 p.m. to 5:45 p.m. ET.** The specific meeting room and final agenda will be provided closer to the date.

**REQUEST:**

Councilmember McCall-Abrams respectfully requests the Town Council’s approval to attend the FLC FAST Committee meeting and authorization for reimbursement of related travel expenses (transportation, lodging, per diem, and registration, as applicable) in accordance with the Town’s travel policy.

**RECOMMENDATION:**

It is recommended that the Council approve Councilmember McCall-Abrams’ attendance and authorize reimbursement of travel expenses associated with participation in the FLC FAST Committee Meeting.

**MOTION FOR CONSIDERATION:**

**"I move to approve Councilmember McCall-Abrams’ attendance at the Florida League of Cities FAST Committee Meeting on August 14, 2025, and authorize the reimbursement of travel expenses in accordance with the Town’s travel policy."**

1. Century Youth Advisory Council (YAC)
  1. An official advisory group of local middle and high school students.
  2. Provides input on youth-related issues and community projects.
  3. Members attend meetings, learn about civic leadership, and develop recommendations for the Council.
  
2. Century Youth Government Day or Semester Program
  1. A one-day or short-term program where students shadow Town officials and staff.
  2. Includes a mock Town Council session and Q&A with elected officials.
  3. Great introduction to municipal government without the structure of a permanent council at first.

# TOWN OF CENTURY

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7995 N Century Blvd  
Century, FL 32535

[Date]

Dear [Sponsor Name],

On behalf of the Town Council and the citizens of Century, we invite you to become a valued sponsor of our newly established Centurion Program. This initiative, sponsored by Council Member John Bass, seeks to honor the legacy and contributions of residents, past and present, who have made a significant impact on our community.

The Centurion Program includes an annual or biennial banquet where these distinguished individuals will be recognized before family, friends, neighbors, and community leaders. To ensure this celebration remains free of cost to our residents and honorees, we are seeking community-minded sponsors like you to help underwrite banquet costs, commemorative materials, and publicity.

Your sponsorship demonstrates your commitment to Century's rich heritage and your dedication to uplifting our community spirit. Sponsors will be prominently recognized at the event, in press releases, and in all related promotional materials.

We would be honored to partner with you in this meaningful endeavor. Please contact our Town Clerk, Carrie Moore, at (850) 256-3208 or [cmoore@centuryflorida.us](mailto:cmoore@centuryflorida.us) to discuss sponsorship levels and recognition opportunities.

Thank you for considering this opportunity to celebrate Century's outstanding residents and to further strengthen our community ties.

Sincerely,

[Mayor Name]  
Mayor, Town of Century

Council Member John Bass  
Town Council Member

# RESOLUTION NO. 2025-008

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**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CENTURY, FLORIDA, ESTABLISHING A CENTURY YOUTH ADVISORY COUNCIL (YAC) AND A CENTURY YOUTH GOVERNMENT DAY OR SEMESTER PROGRAM; PROVIDING FOR PURPOSE, STRUCTURE, AND PARTICIPATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Century recognizes the importance of engaging youth in local government, fostering civic responsibility, and encouraging future community leadership; and

**WHEREAS**, providing structured opportunities for middle and high school students to participate in municipal activities strengthens the relationship between the Town and its younger residents; and

**WHEREAS**, the Town Council desires to implement both a Youth Advisory Council and a Youth Government Day or Semester Program to promote education, leadership, and public service among Century's youth.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CENTURY, FLORIDA:**

## **Section 1. Century Youth Advisory Council (YAC)**

The Century Youth Advisory Council (YAC) is hereby established as an official advisory group composed of local middle and high school students. The purpose of the YAC is to:

- - Provide input on youth-related issues and community projects;
- - Attend meetings, engage in civic learning opportunities, and develop recommendations to present to the Town Council;
- - Represent youth voices in local government and help shape policies that affect young residents.

Membership shall be composed of students residing in the Town or attending local schools, selected through an application or nomination process approved by the Town Council.

## **Section 2. Century Youth Government Day or Semester Program**

The Century Youth Government Day or Semester Program is hereby established as a short-term civic engagement opportunity for students. This program will:

- - Allow students to shadow Town officials and staff for a day or over the course of a semester;

- - Include a mock Town Council session and a question-and-answer forum with elected officials;
- - Serve as an introductory experience to municipal government for students not yet ready for participation in a standing council.

**Section 3. Implementation**

The Town Manager and Town Clerk are hereby authorized to develop procedures and guidelines for the selection, organization, and implementation of the YAC and the Youth Government Day or Semester Program, and to promote the programs in collaboration with local schools and community organizations.

**Section 4. Effective Date**

This Resolution shall take effect immediately upon its adoption by the Town Council.

PASSED AND ADOPTED by the Town Council of the Town of Century, Florida, this **5th** day of **August**, 2025.

APPROVED:

\_\_\_\_\_  
Benjamin Boutwell, Mayor  
Town of Century, Florida

ATTEST:

\_\_\_\_\_  
Carrie Moore, Town Clerk  
Town of Century, Florida

**Town of Century, Florida**

**Town Council Regular Meeting – August 05, 2025**

**Agenda Item**

**Title:**

Approval of Transfer from LOST for \$36,998.00 for Promissory Note for Florida Department of Transportation

**Background:**

Promissory Note

**Purpose:**

Annual Payment

**Summary of Ordinance Provisions:**

- Utility Relocation Project

**Recommended Action:**

Motion to approve the transfer of \$36,998.00 to pay invoice



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE,  
P.E. SECRETARY

July 21, 2025

Town Manager  
Town of Century  
7995 N. Century Blvd.  
Century FL, 32535

**Re: Statement of Account ARI # 12519**  
INVOICE # 2025  
FPN: 218594-2-56-01

Dear Town of Century,

On June 28, 2024, the Department of Transportation and the Town of Century entered into a Promissory Note of \$554,964.00 for costs incurred on a utility relocation project. I have provided a spreadsheet reflecting all payments received and the account balance as of the receipt of this letter.

The Town's next payment will be due on or before 9/1/2025 in the amount of **\$36,998.00**  
Please make your payment to:

**Florida Department of Transportation**  
**605 Suwannee Street M/S 42B**  
**Tallahassee, Florida 32399**

If you have any questions, please feel free to call me at 850-414-4861 or email me at [Morgan.Harris@dot.state.fl.us](mailto:Morgan.Harris@dot.state.fl.us)

Sincerely,

Morgan Harris  
Locally Funded Agreements Coordinator  
Office of Comptroller, General Accounting Office

**Town of Century, Florida**

**Town Council Regular Meeting – August 05, 2025**

**Agenda Item**

**Title:**

Approval of Transfer from LOST for \$63,500.00 to Talcon Group, Emergency Invoice.

**Background:**

Sewer work across from Mrs. Lamb’s lift station emergency project on the side of Hwy 29 manhole

**Purpose:**

Invoice for emergency project

**Summary of Ordinance Provisions:**

- Emergency Project on the side of Hwy 29

**Recommended Action:**

Motion to approve the transfer of \$63,500.00 to pay invoice



TALCON Group, LLC  
 156 Dupont Road  
 Havana, FL 32333  
 (850) 574-4400

# Invoice

Date	Invoice #
6/20/2025	25-0116TOC

Bill To

Town of Century  
 7995 N Century Blvd  
 Century, FL 32535

E-mail  
 Bhurst@TalconGroup.com

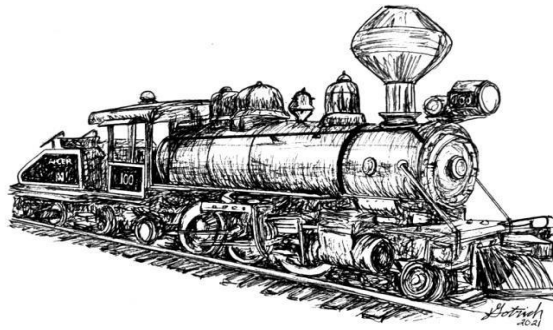
P.O. No.	Terms	Project
TOC EM Repair	Due on receipt	TOC Emergency Repair

Service Date	Description	Quantity	Units	Rate	Amount
	Emergency Repair Work				
1/16/2025	Mobilization	1	LS	10,000.00	10,000.00
1/16/2025	Maintenance of Traffic	1	LS	5,000.00	5,000.00
1/16/2025	Bypass Pumping	1	LS	15,000.00	15,000.00
1/16/2025	Camera/Investigate	1	LS	10,000.00	10,000.00
1/16/2025	Repair Infiltration from Inside/Outside Manhole	1	LS	20,000.00	20,000.00
1/16/2025	Cleanup Area	1	LS	3,500.00	3,500.00

It's been a pleasure working with you. Please remit payment to the address above.

**Total** \$63,500.00

Town of Century  
7995 N. Century Blvd.  
Century, Florida 32535



www.TownOfCenturyFlorida.com  
(850)256-3208

**AGENDA ITEM**

**TOWN COUNCIL MEETING DATE:** August 5, 2025  
**SUBJECT:** Use of LOST Funds for HVAC Overhaul at Town Hall  
**DEPARTMENT:** Town Council  
**PRESENTED BY:** Town Clerk Moore

**BACKGROUND:**

Due to the deteriorating condition of the HVAC system and associated ductwork at Town Hall, a full system replacement is necessary. The current system includes units that are over 15 years old, with at least one unit that is completely non-functional.

**REQUEST:**

Town Clerk Moore respectfully requests the Town Council’s approval to utilize Local Option Sales Tax (LOST) funds to replace all existing ductwork and the outdated HVAC systems not to exceed \$65,000.

**RECOMMENDATION:**

It is recommended that the Council approve the use of LOST funds not to exceed \$65,000 to complete the replacement of ductwork and HVAC systems at Town Hall to ensure continued functionality, safety, and comfort in the facility.

**MOTION FOR CONSIDERATION:**

"I move to approve the use of LOST funds to replace the ductwork and HVAC systems at Town Hall."

**Carrie Moore**

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**From:** Weis, Jackie <Jaclyn.Weis@trane.com>  
**Sent:** Friday, August 1, 2025 10:09 AM  
**To:** Carrie Moore  
**Subject:** RE: Town of Century  
**Attachments:** P\_Century Town Hall-Equip Only-08.01.25.pdf

Hi Carrie,  
Attached is a quote for equipment on all (3) units. It is priced under the Omnia cooperative and referenced on the quote.  
These units are all in stock. I included startup on these once installed.  
Unfortunately, I don't have a subcontractor that is available to quote the installation.  
Let me know if you want to just get the equipment and have another contractor install.  
We can have one of our technicians assist with startup to make sure all is setup to operate properly.

Thank you,

**Jackie Weis, P.E.**  
Account Manager - Trane U.S. Inc.  
+1.850.324.4480 Cell

Sensitivity: Highly Confidential

**From:** Carrie Moore <cmoore@centuryflorida.us>  
**Sent:** Monday, July 28, 2025 8:47 AM  
**To:** Weis, Jackie <Jaclyn.Weis@trane.com>  
**Subject:** Town of Century

**Alert: This is an external email.**

Thank You for speaking with me this morning. Here is my contact information.

Carrie Moore, CMC  
Town Clerk, Town of Century  
850-256-3208 option 4  
7995 N Century Blvd  
Century, FL 32535-1621

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



# Proposal

Section 5, Item E.

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

**Prepared For:** Escambia Cty FI - Facilities Manag **Date:** August 01, 2025  
**Attn:** Carrie Moore

**Job Name:**  
Century Town Hall

**Proposal Number:** J5-122716-16092-1  
**Opportunity ID:** 8337314

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** J5-273172-25-013  
**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data - Split System Air Conditioning Units (Small) (Qty: 3)**

Item	Tag(s)	Qty	Description	Model Number
A1	Clerk Mayor	1	1.5 - 5 Ton Unitary Split Systems (SSC)	5TWR4060A1 - 5TEM4D07AC51S
A2	Council RM, Billing Front	2	1.5 - 5 Ton Unitary Split Systems (SSC)	5TWR5042A1 - 5TEM4D05AC41S

**Product Data - Split System Air Conditioning Units (Small)  
All Units**

- 200/230/60/1
- 5TEM - Air Handler, R-454B
- Multi-positional upflow/downflow/horizontal left/horizontal right
- 23.5" Cabinet Width
- Constant Torque Motor
- 208-230/60/1
- 24 Volt Controls
- Touchscreen Programmable Thermostat, 4H/2C (Field Installed)

**Item: A1 Qty: 1 Tag(s): Clerk Mayor**  
 5TWR4 Split System Inverter Driven Multistage Heat Pump Outdoor Unit, R-454B  
 5 Ton Nominal Cooling Capacity  
 42 - 60 MBH Cooling Capacity  
 5 Tons  
 5.77/7.68 kW Heater 208/240/1 (Field Installed)

**Item: A2 Qty: 2 Tag(s): Council RM, Billing Front**  
 5TWR5 Split System Inverter Driven Multistage Heat Pump Outdoor Unit, R-454B  
 3.5 Ton Nominal Cooling Capacity  
 36 - 48 MBH Cooling Capacity  
 4 Tons  
 5.77/7.68 kW Htr w/Ckt Brk 208/240/1 (Field Installed)

**Tag Data - Startup (Qty: 1)**

Item	Tag(s)	Qty
C1	LBR-1-1	1

**Product Data - Startup**

Item: C1 Qty: 1 Tag(s): LBR-1-1

**Total Net Price (excluding sales tax) ..... \$ 21,081.00**

*Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.*

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportals.aspx">https://trane.certifytax.com/custportals.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
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Sincerely,

**Jaclyn Weis**  
**Trane U.S. Inc.**  
 124 East I-65 Service Road N  
 Mobile, AL 36607  
 Office Phone: (251) 665-2999

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or in violation to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
9. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an addressee on Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several

counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A full copy hereof or the several counterparts shall suffice as an original.

**21. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0225)  
Supersedes 1-26.130-4(1024)

**SECURITY ADDENDUM**

Section 5, Item E.

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only to its employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Data. Section 5, Item E.

16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



**Southern Touch Heating & Air**

(251) 238-9923  
 Cmoore@centuryflorida.us

ESTIMATE	Section 5, Item E.
EXPIRATION DATE	Aug 2, 2025
<b>TOTAL</b>	<b>\$51,000.00</b>

CONTACT US

5225 Meadows Dr  
 Jay, FL 32565

(850) 377-0098  
 southerntouchheatingandair@gmail.com

**ESTIMATE**

Materials	qty	unit price	amount
3.5 ton 14.3 seer2 goodman	3.0	\$9,500.00	\$28,500.00

This option will include removal of the existing system and replacing it with a 14.3 seer2 Goodman Heat pump. The system comes with a 5 year parts warranty and a two year labor warranty. The system comes with the following;

- New indoor unit
- New outdoor system
- New thermostat
- New safety/float switches
- New drain pan

We look forward to taking care of you, and we hope you have a blessed day.

Full ductwork renovation	3.0	\$7,500.00	\$22,500.00
We will tear out all of the contaminated ductwork and design a new duct system and replace it. This is just a ballpark estimate until we're able to come back and measure.			

Materials subtotal: \$51,000.00

Subtotal	\$51,000.00
<b>Total</b>	<b>\$51,000.00</b>



**Rigby Heating and Air**  
 840 West Bogia Road  
 McDavid, Fl. 32568  
 850-375-9328 | Lic#CAC1822484

**BUSINESS INVOICE**

Section 5, Item E.

**2364**

**CUSTOMER INFORMATION**

Date: Aug 1/25

Company Name: Century Town Hall

Representative: \_\_\_\_\_ Phone: 850 256-7208

Type of Business: \_\_\_\_\_

Address: 7995 North Century Blvd

City, State, Zip: Cewtury FL

Email: \_\_\_\_\_

QTY.	DESCRIPTION	PRICE	TOTAL
<u>BID 1</u>	<u>2- 3 1/2 TON Goodman hp systems Installed</u>		
	<u>1- 5TON TON Goodman hp system Installed</u>	<u>30,000.00</u>	
	<u>3- I-WAVE systems Air purification</u>		
	<u>1) Labor / materials / Permits</u>		
	<u>BID 2</u>		
	<u>2- 3 1/2 ton Goodman hp systems Installed</u>	<u>58,280.00</u>	
	<u>1- 5TON Goodman hp system Installed</u>		
	<u>1) Replace all Duct work with metal</u>		
	<u>Duct and foam Insulate on the outside of Duct</u>		
	<u>1) Materials Labor and Permit</u>		
	<u>BID 3</u>		
	<u>Install 3 units that is provided by Century</u>	<u>15,000.00</u>	

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_

**TOTAL SUMMARY**

Subtotal: \_\_\_\_\_

Tax: \_\_\_\_\_

Other: \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_