



CITY COMMISSION AND CRA BOARD MEETING AGENDA

Monday, February 09, 2026 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AMENDED AGENDA

MINUTES FOR APPROVAL

1. Minutes for 1/5/2026 Commission Workshop and 1/12/2026 Commission Meeting
Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

CITY MANAGER / NON-CONSENT

2. Power Cost Adjustment
3. Auditorium Rental Waiver Request
Recommended Action: Commission's Discretion
4. Resolution 2026-07 CDBG Grant for Wastewater Infrastructure Improvements
Recommended Action: Commission's Approval
5. **ADD-ON ITEM:** Land Donation Agreement - 985 S Florida Ave
Recommended Action: Commission's Approval
6. **ADD-ON ITEM:** License Agreement Discussion

CONSENT AGENDA

7. Resolution 2026-04 FDOT PTGA Wauchula Municipal Airport Terminal Improvements Project
8. Resolution 2026-05 FDOT PTGA Wauchula Municipal Airport T-Hangar Improvements
9. Resolution 2026-06 Heritage Park Facilities Improvements
10. Special Event Application - 70's Reunion
11. Special Event Application - 80's Reunion
12. Special Event Application - Swine & Wine
Recommended Action: Commission's Approval on Items 7-12

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

- [13.](#) Approval of Minutes for 12/1/2025 CRA Workshop, and 12/8/2025 CRA Meeting

Recommended Action: Board's Approval

- [14.](#) Revitalization Grant Application - 113 N 7th Ave

Recommended Action: Board's Approval

- [15.](#) TIF Application - 113 N 7th Ave

Recommended Action: Board's Approval

- [16.](#) Revitalization Program - 2nd Grant Cycle

Recommended Action: Board's Approval

- [17.](#) TIF Application - Bay Street Subdivision

Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

- 18.** Approval of CRA Board Actions

Recommended Action: Commission's Approval

REMINDERS

ADJOURNMENT



CITY COMMISSION WORKSHOP MINUTES

Monday, January 05, 2026 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton

ABSENT

Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Director of Project Management and Procurement Ward Grimes
Police Chief Ron Curtis
Community Development Director Kyle Long
City Attorney Kristie Hatcher-Bolin

OPEN COMMISSION WORKSHOP

1. Resolution 2026-01 SCOP Agreement w FDOT Heard Bridge Road
Long presented the resolution to receive funding in the amount of \$1,173,888.00 for certain improvements to Heard Bridge Rd.
2. Resolution 2026-02 Resiliency Hardening Study of the Wastewater Treatment Plant
Eason presented the resolution to receive \$700,000 in order to complete the hardening study at the wastewater treatment plant. Eason explained FDEP has agreed to allow the City to use part of the funding for a separate project and those details would be memorialized in the actual grant document when it is completed.
3. Resolution 2026-03 State Revolving Fund Loan Program (Project #WW25018)

Eason presented the resolution to apply for a loan which would be utilized to address some problems with wastewater drainage and other issues. Eason noted the City would receive the \$15,000,000.00 loan at 100% principal forgiveness.

4. ITB 25-04 Downing Circle Milling and Resurfacing Bid Recommendation

Long presented the award recommendation for Excavation Point.

5. Personnel Rules & Regulations (PRR) Amendment - Probationary Period for Sworn Law Enforcement

Curtis explained the request to extend the probationary period for sworn law enforcement personnel. Curtis stated industry standard is typically 12 months and the PD's field training program is also 12 months therefore, extending the probationary period would remain consistent with their training timeline. Curtis also noted the amendment would allow for sworn personnel to continue to receive the City's offered benefits after 6 months of service.

6. Subordination of City Utility Interest - FDOT E Main Sidewalk Project

Long address the Commission and explained this agreement allows FDOT to relocate any utilities in the project easement. The agreement noted that, if FDOT was unable to move the utilities within the current easement area, they would relocate to an alternate location and cover any expenses associated.

7. AMI Project Year End Update

Eason shared the project progress thus far. Eason stated water meter installations were delayed from the original timeline however they were scheduled to start being installed 1/6/2026. Eason noted the initial lead time on receiving electric meters had been shortened and the City was expecting to receive those sooner than anticipated. Eason stated the project completion was still on track for mid-late 2027.

8. Bad Debt Write-Off

Braxton presented the bad debts on customer utility accounts to the Commission.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 5:45 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION BOARD MEETING MINUTES

Monday, January 12, 2026 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the meeting to order at 6:00 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Director of Project Management and Procurement Ward Grimes
Community Development Director Kyle Long
Assistant Chief of Police Tom Fort
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

MINUTES FOR APPROVAL

1. Minutes for 12/1/2025 Commission Workshop and 12/8/2025 Commission Meeting

Recommended Action: Commission’s Approval

Motion made by Mayor Pro Tem Smith, Seconded by Commissioner Miller.
Voting Yea: Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

PUBLIC COMMENT / NON-AGENDA ITEMS

No comments presented.

ORDINANCES / PUBLIC HEARINGS

2. Ordinance 2025-16 CIE Update - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing.

Hatcher-Bolin read the ordinance by title only.

Motion made by Commissioner Smith, Seconded by Commissioner Miller.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton

3. Ordinance 2025-18 Certified Recovery Centers - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing.

Hatcher-Bolin read the ordinance by title only.

Motion made by Commissioner Smith, Seconded by Mayor Pro Tem Smith.

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

4. Ordinance 2025-19 Condo Inspections - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing.

Hatcher-Bolin read the ordinance by title only.

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

5. Ordinance 2025-21 Extending the Suspension and Waiver of Water and Wastewater Impact Fees - First Reading

Recommended Action: Commission's Discretion

Hatcher-Bolin read the ordinance by title only.

G. Smith made a motion to open discussion, seconded by Albritton.

Long addressed the Commission and explained the City had impact fees in place if the Commission chose to discontinue the suspension. Commission discussed their thoughts on collecting impact fees. Minshew explained the purpose of impact fees and the benefit of having those funds available if the water/sewer system ever needed to be expanded in order to allow for a higher capacity. Minshew also stated the City was not in jeopardy of seeing capacity issues at this time.

After much discussion, a roll call vote was taken on this item.

Miller - No

R. Smith - No

Nadaskay - Yes

Albritton - No

G. Smith - Yes

Motion failed. City staff will bring back the recommended impact fees at a later date.

CITY MANAGER / NON-CONSENT

6. Power Cost Adjustment

Minshew presented the December power cost adjustment.

CONSENT AGENDA

7. Resolution 2026-01 SCOP Agreement w FDOT Heard Bridge Road
8. Resolution 2026-02 Resiliency Hardening Study of the Wastewater Treatment Plant
9. Resolution 2026-03 State Revolving Fund Loan Program (Project #WW25018)
10. ITB 25-04 Downing Circle Milling and Resurfacing Bid Recommendation
11. Personnel Rules & Regulations (PRR) Amendment - Probationary Period for Sworn Law Enforcement
12. Subordination of City Utility Interest - FDOT E Main Sidewalk Project
13. Bad Debt Write-Off

Recommended Action: Commission's Approval on Items 7-13

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 6:43 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk

The January PCA should be \$0.009, an increase from the prior month. The tax-exempt portion should be \$0.040, an increase from the prior month.



Date: February 9, 2026
Re: Auditorium Rental Waiver Request – Background Information

Stephanie Wing contacted the City inquiring about renting the auditorium to host the spring musical for Hardee Senior High School’s drama class. The ticketed event is typically held at the school’s auditorium however, that facility is currently unusable for such a production and the class is in need of an alternate venue.

Due to budget constraints, Ms. Wing has requested a reduction in rental fees. Pursuant to the City’s Facility Use Policy, the City Manager is authorized to waive fees not to exceed \$1,000.00. Ms. Wing is requesting that the City Commission consider waiving fees in excess of the amount authorized for administrative approval.

SPECIAL EVENT APPLICATION

Item # 3.

CONTACT INFORMATION

ORGANIZATION NAME: Hardee High School Drama
CONTACT NAME: Stephanie Wing
MAILING ADDRESS: 830 Altman Road
CITY: Wauchula ST: FL ZIP: 33873
WORK/HOME PHONE: 863-773-3181 CELL PHONE: 813-310-1522
EMAIL ADDRESS: swing@hardee.k12.fl.us

EVENT INFORMATION

EVENT NAME: Hardee HS Musical: The Addams Family
DATE(S): 4/27 - 5/10 EVENT TIMES (INCLUDING SET UP AND CLEAN UP): START Rehearsals: 4-8 END Performances 5/8-9: 4-9
ATTENDANCE: Unknown Performance 5/10: 10-2
PURPOSE OF EVENT: Use of auditorium to put on the high schools spring musical: The Addams Family. 2 weeks
of rehearsal time requested to get the students adjusted as well as lighting and sound
worked out. Auditorium at high school is currently unusable to put on a production.

EVENT LOCATION: Wauchula Auditorium Heritage Park Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit
Auditorium: Rental - \$500.00 full day/ \$250 half day (up to 6 hours) + tax Damage Deposit - \$500.00
refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.

*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- Submit application at least 3 months prior to the event.
- \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
- If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- If using audio visual equipment at auditorium - Submit AV quote from Hardee County Players.

EVENT DETAILS

CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –

PLEASE CHECK ALL THAT APPLY

- Heritage Park & Pavilion
- Auditorium
- Alcohol Sales/Distribution
- Food Vendors
- Trash Collection (during event)
- Park Restrooms
- Street Closure(s)***
- Police
- Art & Craft Vendors
- Admission Charged
- Kids Activities (inflatables, rock walls, etc)
- Band/DJ
- Parade
- Merchandise Vendors
- AV System (auditorium only)**

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own equipment.

**Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

This production will be put on in collaboration with the Hardee County Players. Tickets are being sold for \$10 for adults, \$5 for students/children.

Rehearsals April 27-30, May 4-7: 4 - 8pm

Performances: May 8th: 4-9pm

May 9th: 4-9pm

May 10th: 10-2pm

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application **does not** guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

The City of Wauchula is not responsible for any lost or damaged items or injury related to any rental or reservation on the City of Wauchula premises. The applicant agrees to expressly release, indemnify, and hold harmless, the City of Wauchula from all claims for such loss, damages, or injury whatsoever as may be sustained or claimed by any person using the facilities during such rentals.

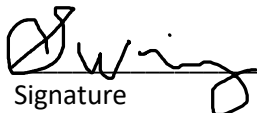
I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Stephanie Wing

February 5th, 2025

Print Name

Date



Signature

FEE WORKSHEET

To be filled out by City of Wauchula Staff

City Department(s)			
Public Works	\$25.66 (rate) x _____ # of hr(s) x _____ # of staff =		\$ _____
_____	\$ _____ (rate) x _____ # of hr(s) x _____ # of staff =		\$ _____
_____	\$ _____ (rate) x _____ # of hr(s) x _____ # of staff =		\$ _____
Police (4hr minimum)	\$ 30 (rate) x _____ # of hr(s) x _____ # of officers =		\$ _____

Heritage Park Rental Fee	\$25 per day (+ 6.5% sales tax) =	\$ _____
Heritage Park Key Deposit	\$25 (refundable when key is returned) =	\$ _____

Auditorium Rental Fee	\$500 per day / \$250 per 1/2 day (+ 6.5% sales tax) =	
Auditorium Damage Deposit	\$500 (refundable after event site walkthrough)	\$ _____

Other City of Wauchula Fees		
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

ESTIMATED COSTS DUE TO THE CITY OF WAUCHULA \$ _____

Auditorium AV Fees		\$ _____
(This rate will be provided by Hardee County Players and submitted as part of the application. The fee will be paid directly to the Hardee County Players and not the City of Wauchula but is listed here to show complete rental cost.)		

Other Production Related Fees		\$ _____
_____	_____	

TOTAL QUOTED COST FROM THE HARDEE COUNTY PLAYERS \$ _____

ESTIMATED TOTAL COSTS \$ _____

DEPOSIT DUE 2 WEEK PRIOR	lesser of rental fee or 50% of costs due to the City	\$ _____
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To be filled out by City of Wauchula Staff

NOTES: _____

Approved by: _____

Date: _____



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Item # 3.

R. 01/18

85-8013896129C-6	10/31/2022	10/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE SCHOOL BOARD OF HARDEE COUNTY
 1009 N 6TH AVE
 WAUCHULA FL 33873-2008

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Stephanie Camacho

From: Stephanie Camacho
Sent: Thursday, February 5, 2026 11:02 AM
To: 'swing@hardee.k12.fl.us'
Cc: Melodie Kincaid
Subject: Auditorium Rental Application
Attachments: Special Event Application - Revised 2024.pdf; Resolution 2024-08 Facility Use Policy.pdf

Hi Stephanie,

I've attached the application, along with our facility use policy.

Please use the comment section on the application to indicate the specific dates/times that you will use the facility.

After discussing with the City Manager, we are inclined to charge the half day rates for all days, considering you will only be using the facility for a few hours at a time.

Rehearsal dates:

April 27th-30th and May 4th-7th (4:00-8:00 pm) \$250 per day = \$2,000

Show dates:

May 8th-10th (arriving at 4:00/5:00 pm, show starting at 7:00 pm) \$250 per day = \$750

Total rental fee: \$2,750 plus 6.5% tax (\$2,928.75) unless you are able to provide a tax exempt certificate.

As discussed, the City Manager will waive \$1,000, as authorized by City policy. If you would like to request a waiver of additional fees, we can schedule this for discussion at a City Commission meeting. Our next meeting is next Monday, February 9th at 6:00 pm. Keep in mind, I would need the application back by 10:00 am tomorrow in order to make this agenda. If that is too soon, we can include it on our workshop agenda for Monday March 2nd at 5:00 pm.

Let me know how you'd like to proceed.

Have a great day!

Stephanie Camacho

City Clerk | Human Resources
 City of Wauchula
 126 S 7th Ave
 Wauchula, FL 33873
 863.773.3535

RESOLUTION 2026-07**A RESOLUTION BY THE CITY OF WAUCHULA CITY COMMISSION, WAUCHULA, FLORIDA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FUNDING FOR CONSTRUCTION OF CERTAIN WASTEWATER INFRASTRUCTURE IMPROVEMENTS, DESIGNATING SIGNATURE AUTHORITY, PROVIDING AN EFFECTIVE DATE**

WHEREAS, Florida Commerce's Rebuild Florida Infrastructure Repair Program was allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms (Hurricanes Idalia, Debby, Helene, Milton and the 2024 North Florida Tornadoes). The funding is provided by the United States Department of Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Program to address unmet disaster recovery needs related to damage from the 2023 and 2024 Storms; and

WHEREAS, the City of Wauchula applied for and has been awarded CDBG-DR funding in the amount of \$2,386,500 to design and construct certain improvements to the City's wastewater collection and treatment system to address continuing flooding impacts from recent disasters; and

WHEREAS, the City intends to enter into a Grant Agreement with FloridaCommerce; and

WHEREAS, the City Commission of the City of Wauchula, Florida, has the authority to designate the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, be it resolved by the City of Wauchula City Commission, Wauchula, Florida, that:

1. **APPROVAL OF AGREEMENT: AUTHORIZATION AND DELIGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission hereby approves and accepts the CDBG-DR funds and authorizes the City Manager to execute and enter into said agreement with Florida Commerce and any subsequent amendments and other documents specifically related to said agreement attached hereto as Exhibit "A".
2. **EFFECTIVE DATE:** This resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 9th day of February, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard K. Nadaskay, Jr., Mayor

APPROVED AS TO FORM & CORRECTNESS:

Kristie Hatcher-Bolin, City Attorney

I, Stephanie Camacho, Clerk for the City of Wauchula, Florida, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the City of Wauchula City Commission at its meeting held on the 9th day of February 2026.

IN TESTIMONY AND WITNESS WHEREOF, I subscribe my name below hereto officially as the Clerk for the City of Wauchula, Florida this 9th day of February 2026.

Stephanie Camacho, City Clerk

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce” or “Grantee”) and the City of Wauchula, Florida (hereinafter referred to as “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the “Appropriations Act”) , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the “Universal Notice”), as amended, including amendments made by HUD’s March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the “Action Plan”).

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce’s Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends forty-eight (48) months after execution by Commerce, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (6) Audit Requirements.**
- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur (“Events of Default”), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce’s Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines,

in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or <https://www.hud.gov/reporhousingdiscrimination>.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Trisha Gunderson
107 E Madison St
Tallahassee, FL 32399
850-921-3276
Trisha.Gunderson@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Olivia Minshew
126 S 7th Avenue
Wauchula, FL 33873
863-773-3535
ominshew@cityofwauchula.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work

Attachment B – Project Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – State and Federal Statutes, Regulations and Policies

Attachment F – Civil Rights Compliance

Attachment G – Reports

Attachment H – Warranties and Representations

Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources

Attachment J – Audit Compliance Certification

Attachment K – SERA Access Authorization Form

Attachment L – 2 CFR Appendix II to Part 200

Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed ***Two Million, Three Hundred Eighty-Six Thousand, Five Hundred Dollars and Zero Cents (\$2,386,500.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the “The Disaster Relief Supplemental Appropriations Act, 2025” for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of “Department of Commerce” and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

(31) Waste, Fraud, Abuse, and Whistleblower Protections.

- (a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/hotline/report-fraud> (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
- (b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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DRAFT

**State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF WAUCHULA, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Richard Keith Nadaskay, Jr.

By _____
Signature
J. Alex Kelly

Title **Mayor**

Title **Secretary**

Date _____
Federal Tax ID # _____
UEI # _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive \$925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

The City of Wauchula has been awarded \$2,386,500 of CDBG-DR funding for the Wastewater System Repair, Rehabilitation & Floodwater Mitigation Project. The project will address repeated flood-related damage to critical wastewater infrastructure resulting from the 2023–2024 disaster events. The city's wastewater system lift stations located at Crews Park (27.551258, -81.795254), Garden Drive (27.554317, -81.794700), and Riverside Drive (27.550794, -81.797115) were overwhelmed by floodwaters associated with the Peace River Basin, resulting in infrastructure damage, increased inflow and infiltration (I&I), and ongoing threats to system reliability and environmental protection.

This project will rehabilitate and harden three flood-prone lift stations, including repairs and elevation where necessary, to reduce vulnerability to future flooding events. Additional system-wide improvements may be identified during the engineering and design phase to address I&I and other deficiencies contributing to operational strain during storm events.

Upon completion, the project will reduce flood-related service disruptions, limit environmental impacts from wastewater system failures, and increase the long-term resilience of critical infrastructure serving the entire City, including a majority low- and moderate-income population.

- a) The Wastewater System Repair Rehabilitation & Floodwater Mitigation project will be completed through a partnership with contracted engineers, contracted grant management firms, construction firms, and city staff. The city will competitively procure the following services to include engineering services, grant administrative services, and construction contractor(s).
- b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
- c) This project meets the Low- and Moderate-Income (LMI) Area Benefit National Objective with an LMA percentage of 61.00%. By rehabilitating and elevating three vulnerable lift stations and addressing system deficiencies, the project will reduce future flood impacts, protect public health and the environment, and ensure reliable wastewater service for all residents—including vulnerable populations—during future disasters.

There are no leveraged funds committed to this project.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:
 - 1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
 - 2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.

- 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
 - D. Upload required documents into a system of record provided by Commerce.
 - E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
 - F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
 - G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
 - H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
 - I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
 - J. Submit final invoice to Commerce within 45 days of the completion of the project.
 - K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop, adopt, and submit required policies listed in this agreement.
- 3) Prepare procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Maintain project files.
- 10) Attend meetings and provide progress reports on project activities.

- 11) Prepare documentation for and/or participate in monitoring and/or site visits conducted by Commerce.
- 12) Prepare and submit financial activity to Commerce.
- 13) Prepare and submit detailed monthly and quarterly reports to Commerce.
- 14) Prepare and submit Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Respond to citizens' complaints.
- 16) Prepare and submit agreement modification document for Commerce review and approval.
- 17) Prepare and submit responses to monitoring findings and concerns to Commerce or HUD.
- 18) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completion and submission to Commerce.

B. Deliverable No. 2 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Project coordination services, including meetings with the City, Grant Administrator, FloridaCommerce, and other stakeholders throughout the design and construction phases.
- 2) Field investigations, site assessments, surveys, and data collection activities necessary to evaluate existing wastewater lift stations, system conditions, flood-prone infrastructure components, and operational deficiencies.
- 3) Engineering analysis and evaluation of inflow and infiltration (I&I), system capacity, flood impacts, and vulnerabilities affecting the wastewater system.
- 4) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including construction drawings, technical specifications, construction cost estimates, surveys, and supporting reports.
- 5) Development of bid-ready construction plans, specifications, contract documents, and Engineer's Opinion of Probable Construction Cost (OPCC).
- 6) Conduct an Environmental Review / Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act (NEPA) referenced in Attachment D.4.b of this Agreement and implement any mitigation measures required as a result of the Environmental Review findings.
- 7) Preparation, coordination, and collection of all permit applications and permit-related documentation, including correspondence with permitting agencies and receipt of final permits.
- 8) Construction procurement support, including pre-bid meetings, responses to contractor questions, preparation of addenda, and technical assistance during bid evaluation and contract award.
- 9) Construction Engineering Inspection (CEI) services, including on-site inspections, review of contractor submittals, schedules, change orders, and pay applications.
- 10) Oversight of testing, start-up, commissioning, and system acceptance activities.
- 11) Review of certified payrolls and coordination with the Grant Administrator to support compliance with Davis-Bacon and related labor standards.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Mobilization, site preparation, and establishment of construction access at existing wastewater lift station sites and associated system locations.
- 2) Rehabilitation of three flood-prone wastewater lift stations, including structural repairs, replacement of damaged components, sealing, and waterproofing to restore full operational capacity.

- 3) Elevation and flood hardening of critical lift station components, including electrical, mechanical, and control systems, to reduce vulnerability to future flood events.
- 4) Replacement, repair, and installation of pumps, motors, valves, piping, and appurtenant mechanical equipment necessary to support reliable wastewater conveyance during wet-weather conditions.
- 5) Installation and integration of electrical, instrumentation, control, and monitoring systems necessary for operation and protection of rehabilitated lift stations.
- 6) Construction of wastewater system improvements identified during final design, including measures to reduce inflow and infiltration and improve overall system performance.
- 7) Construction of associated site improvements, including concrete pads, protective structures, access improvements, drainage features, and flood-resilient infrastructure elements.
- 8) Completion of all required testing, start-up, and commissioning activities to verify system functionality, performance, and operational readiness.
- 9) Restoration of disturbed areas, site stabilization, and demobilization upon completion of construction activities.
- 10) Purchase of materials and equipment necessary to complete all construction activities listed above.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 1 Cost: \$92,500.00		
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.B. of this Scope of Work in the following increments: 25%, 50%, 75%, 90%, and 100%, evidenced by submittal of the following documentation: 1) Written certification from the Engineer of Record verifying completion of design milestones (25%, 50%, 75%, 90%, and 100%) and supporting technical reports, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	<ol style="list-style-type: none"> 2) Environmental Review Record (ERR) documentation and copy of signed Authority to Use Grant Funds (AUGF) and/or signed AUGF Letter, as applicable. 3) Copies of all required permit applications, and final permits, as applicable. 4) Bid-ready plans, specifications, and approval documentation. 5) CEI inspection reports, field logs, and testing/ commissioning documentation. 6) Certified payroll review documentation and labor compliance records; and 7) Invoice packages submitted in accordance with Section 7 of the Scope of Work. 	
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Deliverable No. 2 Cost: \$444,000.00

Deliverable No. 3 - Construction

Tasks	Minimum Level of Service	Financial Consequences
<p>Subrecipient shall complete task as detailed in Section 4.C.1-9 of this Scope of Work.</p>	<p>Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-9 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying the percentage of project completion. 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p>

<p>Subrecipient shall complete task as detailed in Section 4.C.10 of this Scope of Work.</p>	<p>Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.10. of this Scope of Work, evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p>
<p>Total Deliverable 3 Cost: \$1,850,000.00</p>		
<p>TOTAL PROJECT COST NOT TO EXCEED \$2,386,500.00</p>		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient’s invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable tasks have been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient’s Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services

- have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
- 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A copy of all supporting documentation for vendor and subcontractor payments.
 - 4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity		Budget			
Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	Estimated Leveraged Funds to be Expended per “Activity End Date”	Estimated Funds to be Requested per “Activity End Date”
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 3 – Construction		

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce’s request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
 - b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
 - c. Draft Contract(s)/Agreement(s).
 - d. Executed Contract(s)/Agreement(s).

Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
 - a. Submit for Commerce’s review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient’s submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE “AUTHORITY TO USE GRANT FUNDS.”**
5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the “URA”),

implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.
9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee’s Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee’s Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the “Universal Notice”). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. **Low-Income Person Definition**

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. **Compliance**

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

- A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
- 2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
- 3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
- 4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
- 5. 24 CFR § 570.490(b) – Unit of general local government's record;
- 6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
- 7. Age Discrimination Act of 1975;
- 8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
- 9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
- 10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
- 11. Executive Order 11063 – Equal Opportunity in Housing; and
- 13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Wauchula, Florida shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____

Date: _____

Name: _____

Title: _____

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work, Project Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$2,386,500.00
Assistance Listing Number Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	The Wastewater System Repair Rehabilitation & Floodwater Mitigation Project will rehabilitate and harden flood-prone wastewater infrastructure damaged during the 2023–2024 disaster events. The project includes repairs and elevation of three lift stations and related system improvements to reduce inflow and infiltration, protect environmental resources, and increase resilience of critical wastewater infrastructure against future disasters.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.

Subrecipient: City of Wauchula, Florida

FEIN:

Subrecipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
 Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

Yes No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered by and between the City of Wauchula, Florida (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Commerce (hereinafter referred to as “Commerce”).

In consideration of Subrecipient’s receipt of funds or the commitment by Commerce to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Commerce Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

CITY OF WAUCHULA, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature

By _____
Signature
J. Alex Kelly

Title _____

Title **Secretary**

Date _____

Date _____

LAND DONATION AGREEMENT

15 This Land Donation Agreement (the "Agreement") is entered into as of DECEMBER, 2025 (the "Effective Date") between **MCCARLTON PARTNERS, Ltd.**, a Florida limited partnership, whose address is P.O. Box 1088, Wauchula, Florida 33873 (the "Donor") and the **CITY OF WAUCHULA, FLORIDA**, a Florida municipal corporation, whose address is 126 South 7th Avenue, Wauchula, Florida 33873 (the "City"). The Donor and City are collectively referred to herein as "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Donor is the owner of certain real property located in Hardee County, Florida as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Donor has approached the City and offered to donate the Property to the City;

WHEREAS, the City has agreed to accept the donation of the Property from the Donor; and

WHEREAS, the Donor desires to donate the Property to the City and the City desires to accept the donation of the Property from the Donor subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. **Donation of Property.** Subject to the terms of this Agreement, the Property shall be conveyed by Donor to the City as a donation to the City, and there is no purchase price or other monetary consideration from the City to the Donor for such conveyance. At the time of Closing (defined below), Donor agrees to convey title to the Property to the City by Warranty Deed (the "Deed") free and clear of all liens and encumbrances; the form of the Deed is attached hereto as **Exhibit "B"** and by this reference made a part hereof. The Parties agree that the Donor may seek a federal income tax deduction or credit for this donation of Property to the City.

3. **Due Diligence.** The City shall have a period of forty-five (45) days following the Effective Date (the "Due Diligence Period") in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Property which the City, in its discretion, deems necessary to determine the suitability of the Property for its intended use (the "Due Diligence Activities"). In furtherance of the intent hereof, the Donor shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents,

except any stated to survive termination hereof or, (ii) to waive the Title Objections the Donor has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) business days following receipt of the Non-Cure Notice or forty-five (45) days after the Effective Date in which to elect to terminate this Agreement by written notice to the other party (a "Title Termination Notice"). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Donor has not agreed to cure.

(c) **Survey.** The City shall have the right, at its own expense, to have the Property surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements ("Survey"). Any such Survey shall be obtained within forty-five (45) days after the Effective Date and shall be certified to City, Donor and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have five (5) days following receipt thereof in which to send a Title Objection Notice to the Donor. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section 4.

5. **Closing.** The closing ("Closing") contemplated by this Agreement shall take place within ten (10) days after the expiration of the Due Diligence Period, or a date mutually agreed to by the City and the Donor, at the offices of GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 (the "Closing Agent"), or at the City Hall of Wauchula, 126 S. 7th Avenue, Wauchula, Florida 33873; provided that, notwithstanding the foregoing, Closing may be held by mail or courier service as mutually agreed upon by City and Donor ("Closing Date"). The Closing Date shall be extended as necessary to accommodate curative periods set forth in Section 4 above.

6. **Donor's Obligations at Closing.** At the Closing, subject to performance by City of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge, and deliver to City the Deed conveying good, insurable and marketable title to the Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner's Affidavit required of Donor or the Survey, if any, obtained by City);

(b) Execute, acknowledge, and deliver to City and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;

(c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Property from the Donor to City hereunder;

(d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;

(e) Execute and deliver to City and Closing Agent the closing statement (“Closing Statement”) for the transaction setting forth the financial aspects thereof and authorizing and instructing the Closing Agent to make disbursements and deliveries in accordance therewith; and

(f) Deliver to City all other documents as may be reasonably required by this Agreement.

7. **City’s Obligations at Closing.** At the Closing, subject to performance by Donor of its obligations under this Agreement, City shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Closing Statement for the transactions setting for the financial aspects thereof and authorizing and instruction the closing agent to make disbursements and deliveries in accordance therewith; and

(b) Deliver to Donor all other documents as may be reasonably required by this Agreement.

8. **Closing Costs and Prorations.**

(a) Closing Costs. The City shall be responsible for the cost of: (i) documentary stamps due with respect to the transfer of the Property to City, if any; (ii) Owner’s title insurance policy to be delivered to City with respect to the Property; (iii) recording the Deed; and (iv) the Survey for the Property obtained by City, if any. Each party shall pay its own attorneys’ fees and costs. Donor shall pay for any other costs or expenses incurred by Donor in connection herewith. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Hardee County, Florida.

(b) Prorations – Taxes. All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate, and tax prorations based on such estimate shall, at the request of either party, be readjusted between the Parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Property, enforceable against City in the Property following Closing. City will pay all sales taxes, transaction privilege taxes occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Property or the operation thereof from and after 12:01 a.m. on the Closing

Date. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8(b) shall survive the Closing.

9. **Representations and Warranties.** Except as expressly set forth herein or elsewhere in this Agreement, each Party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the Party making the same, except as may be otherwise stated, and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The Parties represent and warrant to one another as follows:

(a) By Donor. Donor makes the following representations and warranties to City with respect to the Property:

- i. Due Organization. Donor is a limited partnership company duly organized, validly existing, and in good standing under the laws of the State of Florida.
- ii. Donor's Authority, Validity of Agreements. Donor has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Donor in connection with this Agreement shall be, duly authorized, executed, and delivered by Donor and the valid, binding, and enforceable obligations of Donor (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Donor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Donor or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Donor or the Property.
- iii. Sole Owner. Donor is the sole owner of fee simple interest to the Property, subject only to the Permitted Exceptions. Donor shall not take any action to affect title to the Property while this Agreement is in effect except as requested by the City, and the sole and exclusive possession of the Property shall be delivered to the City on the Closing Date subject to the Permitted Exceptions.

LAND DONATION AGREEMENT

15 This Land Donation Agreement (the "Agreement") is entered into as of DECEMBER, 2025 (the "Effective Date") between **MCCARLTON PARTNERS, Ltd.**, a Florida limited partnership, whose address is P.O. Box 1088, Wauchula, Florida 33873 (the "Donor") and the **CITY OF WAUCHULA, FLORIDA**, a Florida municipal corporation, whose address is 126 South 7th Avenue, Wauchula, Florida 33873 (the "City"). The Donor and City are collectively referred to herein as "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Donor is the owner of certain real property located in Hardee County, Florida as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Donor has approached the City and offered to donate the Property to the City;

WHEREAS, the City has agreed to accept the donation of the Property from the Donor; and

WHEREAS, the Donor desires to donate the Property to the City and the City desires to accept the donation of the Property from the Donor subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.
2. **Donation of Property.** Subject to the terms of this Agreement, the Property shall be conveyed by Donor to the City as a donation to the City, and there is no purchase price or other monetary consideration from the City to the Donor for such conveyance. At the time of Closing (defined below), Donor agrees to convey title to the Property to the City by Warranty Deed (the "Deed") free and clear of all liens and encumbrances; the form of the Deed is attached hereto as Exhibit "B" and by this reference made a part hereof. The Parties agree that the Donor may seek a federal income tax deduction or credit for this donation of Property to the City.
3. **Due Diligence.** The City shall have a period of forty-five (45) days following the Effective Date (the "Due Diligence Period") in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Property which the City, in its discretion, deems necessary to determine the suitability of the Property for its intended use (the "Due Diligence Activities"). In furtherance of the intent hereof, the Donor shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents,

reports and other written materials in the possession of Donor concerning the Property for the City's use in conducting the Due Diligence Activities (the "Property Information"). The Property Information shall include, to the extent the same is in the possession of Donor, without limitation, surveys, soils information, results of environmental inspections, notices from governmental authorities of any code or ordinance violations relating to the applicable property, title insurance policies, leases, notices from tenants or licensees under leases, licenses or similar agreements, easements, restrictions, reservations, property condition reports, maintenance or service agreements, and other information concerning the Property. The City hereby acknowledges and agrees that Donor neither grants any right of reliance with respect to the Property Information nor makes any representations or warranties as to the completeness or accuracy of the Property Information. Each party acknowledges and agrees that, except for any express representations and warranties of a party contained in this Agreement, subject to reasonable prior notice to Donor and scheduling of such access, the Property is conveyed in its "AS IS, WHERE IS" condition. The Donor grants to the City the right of access during the term of this Agreement, for the purpose conducting the Due Diligence Activities.

4. **Title Commitment and Survey.** The City, at its option, within the Due Diligence Period, may obtain a commitment for an owner's title insurance policy on ALTA Form B (the "Commitment") issued by or through GrayRobinson, P.A., as Agent for Fidelity National Title Insurance Company (the "Title Company") evidencing that the Donor is vested with fee simple marketable title to the Property, free and clear of all monetary liens and encumbrances except for ad valorem real property taxes which are subject to proration, but subject to restrictions, reservations, limitations, easements and conditions of record, if any (collectively, the "Permitted Exceptions"). All costs associated with the Commitment shall be the responsibility of the City and paid on or before Closing.

(a) **Title Examination and Objection Procedure.** In the event the Commitment reveals exceptions to title other than the Permitted Exceptions, the City shall have five (5) days following receipt of the Commitment in which to review the matters set forth in the Commitment and send written notice (a "Title Objection Notice") to the Donor specifying those exceptions to title revealed in the Commitment which are not acceptable to the City and are not Permitted Exceptions ("Title Objections"). Failure to send a Title Objection Notice within the foregoing period shall constitute acceptance of the matters set forth in the Commitment.

(b) **Title Curative Provisions.** Notwithstanding anything in this Agreement to the contrary, except for matters first appearing and affecting title to the Property following the effective date of the Commitment (a "Post-Commitment Exception"), neither Party shall have the obligation to take affirmative action to cure any Title Objection set forth in a Title Objection Notice, but may do so in its sole discretion. In the event a Title Objection Notice is received, the Donor shall have seven (7) days thereafter in which to notify the City in writing whether it shall take curative action with respect to the Title Objection(s) set forth in the applicable Title Objection Notice. In the event the Donor elects to take curative action with respect to less than all Title Objection(s) noted in the Title Objection Notice (a "Non-Cure Notice"), the City's sole rights shall be either (i) to terminate the Agreement and all Parties shall be released from further obligation or liability hereunder

except any stated to survive termination hereof or, (ii) to waive the Title Objections the Donor has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) business days following receipt of the Non-Cure Notice or forty-five (45) days after the Effective Date in which to elect to terminate this Agreement by written notice to the other party (a "Title Termination Notice"). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Donor has not agreed to cure.

(c) **Survey.** The City shall have the right, at its own expense, to have the Property surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements ("Survey"). Any such Survey shall be obtained within forty-five (45) days after the Effective Date and shall be certified to City, Donor and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have five (5) days following receipt thereof in which to send a Title Objection Notice to the Donor. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section 4.

5. **Closing.** The closing ("Closing") contemplated by this Agreement shall take place within ten (10) days after the expiration of the Due Diligence Period, or a date mutually agreed to by the City and the Donor, at the offices of GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 (the "Closing Agent"), or at the City Hall of Wauchula, 126 S. 7th Avenue, Wauchula, Florida 33873; provided that, notwithstanding the foregoing, Closing may be held by mail or courier service as mutually agreed upon by City and Donor ("Closing Date"). The Closing Date shall be extended as necessary to accommodate curative periods set forth in Section 4 above.

6. **Donor's Obligations at Closing.** At the Closing, subject to performance by City of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge, and deliver to City the Deed conveying good, insurable and marketable title to the Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner's Affidavit required of Donor or the Survey, if any, obtained by City);

(b) Execute, acknowledge, and deliver to City and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;

(c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Property from the Donor to City hereunder;

(d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;

(e) Execute and deliver to City and Closing Agent the closing statement ("Closing Statement") for the transaction setting forth the financial aspects thereof and authorizing and instructing the Closing Agent to make disbursements and deliveries in accordance therewith; and

(f) Deliver to City all other documents as may be reasonably required by this Agreement.

7. **City's Obligations at Closing.** At the Closing, subject to performance by Donor of its obligations under this Agreement, City shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Closing Statement for the transactions setting for the financial aspects thereof and authorizing and instruction the closing agent to make disbursements and deliveries in accordance therewith; and

(b) Deliver to Donor all other documents as may be reasonably required by this Agreement.

8. **Closing Costs and Prorations.**

(a) Closing Costs. The City shall be responsible for the cost of: (i) documentary stamps due with respect to the transfer of the Property to City, if any; (ii) Owner's title insurance policy to be delivered to City with respect to the Property; (iii) recording the Deed; and (iv) the Survey for the Property obtained by City, if any. Each party shall pay its own attorneys' fees and costs. Donor shall pay for any other costs or expenses incurred by Donor in connection herewith. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Hardee County, Florida.

(b) Prorations – Taxes. All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate, and tax prorations based on such estimate shall, at the request of either party, be readjusted between the Parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Property, enforceable against City in the Property following Closing. City will pay all sales taxes, transaction privilege taxes occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Property or the operation thereof from and after 12:01 a.m. on the Closing

Date. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8(b) shall survive the Closing.

9. **Representations and Warranties.** Except as expressly set forth herein or elsewhere in this Agreement, each Party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the Party making the same, except as may be otherwise stated, and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The Parties represent and warrant to one another as follows:

(a) By Donor. Donor makes the following representations and warranties to City with respect to the Property:

- i. Due Organization. Donor is a limited partnership company duly organized, validly existing, and in good standing under the laws of the State of Florida.
- ii. Donor's Authority, Validity of Agreements. Donor has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Donor in connection with this Agreement shall be, duly authorized, executed, and delivered by Donor and the valid, binding, and enforceable obligations of Donor (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Donor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Donor or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Donor or the Property.
- iii. Sole Owner. Donor is the sole owner of fee simple interest to the Property, subject only to the Permitted Exceptions. Donor shall not take any action to affect title to the Property while this Agreement is in effect except as requested by the City, and the sole and exclusive possession of the Property shall be delivered to the City on the Closing Date subject to the Permitted Exceptions.

- iv. No Third-Party Rights. Except pursuant to the Permitted Exceptions, there are no leases, occupancy agreements, unrecorded easements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any part of the Property.
 - v. Litigation. There are no actions, investigations, suits, or proceedings (other than tax appeals or protests) pending or, to Donor's knowledge, threatened that affect the Property, the ownership or operation thereof, or the ability of Donor to perform its obligations under this Agreement, and there are no judgments, orders, awards, or decrees currently in effect against Donor or with respect to the ownership or operation of the Property that have not been fully discharged prior to the Effective Date, except any arising through the Permitted Exceptions.
 - vi. Taxes. Donor has paid (or covenants that Donor will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to proration as herein provided.
 - vii. No Violation or Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by Donor of any provision of any agreement or other instrument to which the Donor is a party or, to the best of Donor's actual knowledge, to which Donor may be subject although not a party, no result in or constitute a violation or breach of any judgement, order, writ, injunction or decree issued against Donor.
- (b) By City. The City makes the following representations and warranties to the Donor:
- i. Due Organization. City is constituted as a municipal government organized, validly existing, and in good standing under the laws of the State of Florida.
 - ii. City's Authority, Validity of Agreements. City has full right, power, and authority to enter into and carry out the transaction contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City has/have the legal power, right, and actual authority to bind City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or

constitute a default under, any provisions of any agreement of City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which City is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting City.

(c) Survival. Except as otherwise expressly indicated, all of the representations, warranties and covenants of the Parties set forth in this Agreement shall survive the Closing and delivery of the Deed for a period of one (1) year and shall expire thereafter.

10. **Notices.** Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one business day after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the Parties as follows:

If to Donor: McCarlton Partners, Ltd.
3587 West Main Street
Wauchula, FL 33873
Attn: Pat Carlton
Telephone: 863-773-6867
Email: pat@4opartners.com

If to City: City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873
Attn: Olivia Minshew, City Manager
Telephone: (863) 773-3535
Email: ominshew@cityofwauchula.com

With a copy to: GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
Attn: Elisabeth Crane, Esq.
Telephone: (407) 843-8880
Email: elisabeth.crane@gray-robinson.com

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

11. **Appraisal.** Within sixty (60) days after the Closing, the City shall obtain, at its sole cost and expense, an appraisal of the Property prepared by a licensed appraiser of the

City's choice. The appraisal shall constitute a public record of the City and shall be subject to Florida's public records law disclosure in accordance with Chapter 119, Florida Statutes. The Donor may request a copy of the appraisal from the City for use by Donor in Donor's discretion. The City makes no representation as to the extent or existence of the Donor's right to claim a charitable contribution to the City under this Agreement, and the Donor will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. The City cannot and does not provide tax advice, and the Donor is advised to consult its own tax advisors regarding any potential tax treatment of the donation.

12. **Miscellaneous.**

(a) Governing law; Venue. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be the circuit court for the Tenth Judicial Circuit of Florida, in Hardee County, Florida.

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. An amendment or waiver of a material provision of this Agreement shall be binding on the City only if approved by vote of its City Council.

(d) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

(e) Successors and Assigns. All of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors. Notwithstanding the foregoing to the contrary, neither party shall have no right to assign its rights under this Agreement, without the prior written

consent of the other party thereto, which may be granted or withheld in such party's sole and absolute discretion.

(f) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

(g) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.

(h) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Donor and City, Donor and City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

(i) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Florida are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.

(j) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

(k) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by the Donor without the prior written consent of the City, which consent shall be deemed granted only upon approval by vote of the City Council and which consent may be withheld in City's sole and absolute discretion.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.

(m) Waiver of Jury Trial. DONOR AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DONOR:

MCCARLTON PARTNERS, LTD.,
a Florida limited partnership

By: [Signature]
its General Partner

By: [Signature]
Name: PAT CARLTON
Title: GENERAL PARTNER

Date: 12/15/25

CITY:

CITY OF WAUCHULA, FLORIDA

By: its City Council

By: _____
Richard Keith Nadaskay, Jr., Mayor

Date: _____

ATTEST:

By: _____
Stephanie Camacho, City Clerk

Exhibit "A"**Legal Description**

That portion of Lots 22 through 26, inclusive, Block B, J.E. WARLICK SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 2, Page 117, of the Public Records of Hardee County (formerly DeSoto County), Florida.

LESS AND EXCEPT that parcel conveyed by Fee Simple Deed dated December 18, 1979 and recorded in Official Records Book 251, Page 286, Public Records of Hardee County, Florida.

More specifically described as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 9, Township 34 South, Range 25 East, Hardee County, Florida, thence North along the West line of the Northeast 1/4 of Section 9, a distance of 173.96 feet; thence North 89°23'36" East to the East right-of-way line of South Florida Avenue a distance of 30.00 feet to the Point of Beginning; thence continue North 89°23'36" East a distance of 94.90 feet; thence South to the North right-of-way line of Carlton Street, a distance of 144.00 feet; thence South 89°23'36" West along said North right-of-way line of Carlton Street a distance of 94.90 feet to the Easterly right-of-way line of South Florida Avenue; thence North along said Easterly right-of-way line a distance of 144.00 feet to the Point of Beginning.

RESOLUTION 2026-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO: 457189-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula believes it to be in the interest of the City to enter into a public transportation grant agreement with the Florida Department of Transportation (FDOT) for the Wauchula Municipal Terminal Improvements Project; and,

WHEREAS, the FDOT has programmed up to \$1,750,000.00 to reimburse the City of Wauchula for the design, bid and construction of the Wauchula Municipal Airport Terminal Improvements Project; and,

WHEREAS, the City Commission of the City of Wauchula, Florida, has the authority to designate the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

1. **APPROVAL OF AGREEMENT: AUTHORIZATION AND DELEGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission hereby approves of the execution of the agreement and authorizes the City Manager to execute and enter into the State of Florida Department of Transportation Public Transportation Grant Agreement and any subsequent amendments and other documents specifically related to said Agreement attached hereto as Exhibit "A".

2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 9th day of February, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

**Thomas A Cloud, Esquire
City Attorney**

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 457189-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	EM26 215 N/A	FLAIR Category: 088862 Object Code: 751000 Org. Code: 55014010106 Vendor Number: VF596000446001
Contract Number: G3M72	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.039			
CSFA Title: Local Transportation Projects			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Wauchula, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) Specific Appropriation 2042A of Ch. 2023-239, L.O.F., Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in WAUCHULA MUNICIPAL AIRPORT TERMINAL IMPROVEMENTS, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit E1: Prohibition Based on Health Care Choices
- Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
- Exhibit E4: Energy Policy Goals Reporting
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

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of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,750,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,750,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - Travel expenses are NOT eligible for reimbursement under this Agreement.

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit “A”, Project Description and Responsibilities**, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.
- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

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- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.

- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
- i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

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- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

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ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

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Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

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contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Wauchula

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Nicole E. Mills, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

^{DS}
DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): WAUCHULA MUNICIPAL AIRPORT TERMINAL IMPROVEMENTS

B. Project Location (limits, city, county, map): Wauchula Municipal Airport/Wauchula, FL/Hardee

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, full or part-time construction inspection as funds allow, construction administration, project and cost administration, DBE goals and accomplishments reporting, biotechnical review, and material testing costs, bidding, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, stormwater structures, and fire prevention and protection), pavement markings, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and security systems, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Wauchula Municipal Airport Terminal Improvements

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457189-1-94-01	EM26	088862	2026	751000	55.039	Local Transportation Projects	\$1,750,000.00
Total Financial Assistance							\$1,750,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$1,750,000.00	\$0.00	\$0.00	\$1,750,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,750,000.00	\$0.00	\$0.00	\$1,750,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:

Dawn Gallon

Signature

01/13/2026 | 12:19 PM EST

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Exhibit E1
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

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**EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS / HAS NOT adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT F

**Contract Payment Requirements
 Florida Department of Financial Services, Reference Guide for State Expenditures
 Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Local Transportation Projects

CSFA Number: 55.039

***Award Amount:** \$1,750,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.039 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Dawn.Gallon@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G3M72

1/12/2026

CONTRACT INFORMATION

Contract:	G3M72
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WAUCHULA
Vendor ID:	F596000446001
Beginning Date of This Agreement:	01/09/2026
Ending Date of This Agreement:	12/31/2027
Contract Total/Budgetary Ceiling:	ct = \$1,750,000.00
Description:	Wauchula Airport Terminal Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/12/2026

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014010106
Expansion Option:	AV
Object Code:	751000
Amount:	\$1,750,000.00
Financial Project:	45718919401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	088862/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$1,750,000.00

Certificate Of Completion

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Subject: Complete with DocuSign: CHN_G3M72_457189-1_Terminal Improvements_Original PTGA_Draft for Review...	
Contract Number (ex. C9A12, optional): G3M72	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 457189-1-94-01	
Office (contact Procurement if add is needed): Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 32	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator: Dawn Gallon 605 Suwannee Street MS 20 Tallahassee, FL 32399-0450 dawn.gallon@dot.state.fl.us IP Address: 156.75.252.6
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

Record Tracking

Status: Original 1/13/2026 12:15:58 PM	Holder: Dawn Gallon dawn.gallon@dot.state.fl.us	Location: DocuSign
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Signer Events

Dawn Gallon
dawn.gallon@dot.state.fl.us
FDOT Aviation Coordinator
Florida Department of Transportation
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9EA4269114E440A...

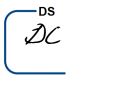
Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

Timestamp

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Viewed: 1/13/2026 12:19:10 PM
Signed: 1/13/2026 12:19:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Don Conway
don.conway@dot.state.fl.us
Senior Attorney
Florida Department of Transportation
Security Level: Email, Account Authentication (None), Login with SSO



Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

Sent: 1/13/2026 12:19:20 PM
Viewed: 1/14/2026 7:33:50 AM
Signed: 1/14/2026 8:24:31 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/13/2026 12:17:45 PM
Envelope Updated	Security Checked	1/13/2026 12:18:57 PM
Certified Delivered	Security Checked	1/14/2026 7:33:50 AM
Signing Complete	Security Checked	1/14/2026 8:24:31 AM
Completed	Security Checked	1/14/2026 8:24:31 AM

Payment Events	Status	Timestamps
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RESOLUTION 2026-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO: 457191-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula believes it to be in the interest of the City to enter into a public transportation grant agreement with the Florida Department of Transportation (FDOT) for the Wauchula Municipal T Hangar Improvements; and,

WHEREAS, the FDOT has programmed up to \$5,000,000.00 to reimburse the City of Wauchula for the design, bid and construction of the Wauchula Municipal Airport T Hangar Improvements Project; and,

WHEREAS, the City Commission of the City of Wauchula, Florida, has the authority to designate the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

1. **APPROVAL OF AGREEMENT: AUTHORIZATION AND DELEGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission hereby approves of the execution of the agreement and authorizes the City Manager to execute and enter into the State of Florida Department of Transportation Public Transportation Grant Agreement and any subsequent amendments and other documents specifically related to said Agreement attached hereto as Exhibit "A".

2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 9th day of February, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

**Thomas A Cloud, Esquire
City Attorney**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 457191-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	EM26 215 N/A N/A N/A	FLAIR Category: 088862 Object Code: 751000 Org. Code: 55014010106 Vendor Number: VF596000446001
Contract Number: G3M73	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.039			
CSFA Title: Local Transportation Projects			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Wauchula, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) Specific Appropriation 2042A of Ch. 2023-239, L.O.F., Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in WAUCHULA MUNICIPAL AIRPORT T HANGAR IMPROVEMENTS, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit E1: Prohibition Based on Health Care Choices
- Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

- Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
- Exhibit E4: Energy Policy Goals Reporting
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

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of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$5,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - Travel expenses are NOT eligible for reimbursement under this Agreement.

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.
- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

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- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
- i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

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- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

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ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

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Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

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contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Wauchula

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Nicole E. Mills, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS
DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): WAUCHULA MUNICIPAL AIRPORT T HANGAR IMPROVEMENTS

B. Project Location (limits, city, county, map): Wauchula Municipal Airport/Wauchula, FL/Hardee

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Wauchula Municipal Airport T Hangar Improvements

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457191-1-94-01	EM26	088862	2026	751000	55.039	Local Transportation Projects	\$5,000,000.00
Total Financial Assistance							\$5,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$5,000,000.00	\$0.00	\$0.00	\$5,000,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,000,000.00	\$0.00	\$0.00	\$5,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:

 Signature

01/14/2026 | 10:14 AM EST

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b.** Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d.** The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e.** The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f.** The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g.** The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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Exhibit E1
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

**EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS / HAS NOT adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 72
STR
DEVELOPMENT
OGC 10/25
Item # 8.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Local Transportation Projects

CSFA Number: 55.039

***Award Amount:** \$5,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.039 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Dawn.Gallon@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G3M73

1/12/2026

CONTRACT INFORMATION

Contract:	G3M73
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WAUCHULA
Vendor ID:	F596000446001
Beginning Date of This Agreement:	01/09/2026
Ending Date of This Agreement:	12/31/2027
Contract Total/Budgetary Ceiling:	ct = \$5,000,000.00
Description:	Wauchula Municipal Airport T Hangar Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/12/2026

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014010106
Expansion Option:	AV
Object Code:	751000
Amount:	\$5,000,000.00
Financial Project:	45719119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	088862/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$5,000,000.00

Certificate Of Completion

Envelope Id: 3B64E1BB-68AA-4F9F-B2EB-A3F8A244824E	Status: Completed
Subject: Complete with DocuSign: CHN_G3M73_457191-1_T Hangar Improvements_Original PTGA_Draft for Review...	
Contract Number (ex. C9A12, optional): G3M73	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 457191-1-94-01	
Office (contact Procurement if add is needed): Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 32	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator: Dawn Gallon 605 Suwannee Street MS 20 Tallahassee, FL 32399-0450 dawn.gallon@dot.state.fl.us IP Address: 156.75.252.6
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

Record Tracking

Status: Original 1/14/2026 10:11:21 AM	Holder: Dawn Gallon dawn.gallon@dot.state.fl.us	Location: DocuSign
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Signer Events

Dawn Gallon
dawn.gallon@dot.state.fl.us
FDOT Aviation Coordinator
Florida Department of Transportation
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


9EA4269114E440A...
Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

Timestamp

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Signed: 1/14/2026 10:14:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Don Conway
don.conway@dot.state.fl.us
Senior Attorney
Florida Department of Transportation
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

Sent: 1/14/2026 10:14:01 AM
Viewed: 1/14/2026 1:50:22 PM
Signed: 1/14/2026 1:50:32 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/14/2026 1:50:22 PM
Signing Complete	Security Checked	1/14/2026 1:50:32 PM
Completed	Security Checked	1/14/2026 1:50:32 PM

Payment Events	Status	Timestamps
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RESOLUTION 2026-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE FOR FUNDING OF THE HERITAGE PARK FACILITIES IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR SEVERABILITY, THE CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the 2025 Florida Legislature appropriated funding in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the development of Heritage Park Facilities Improvements; and

WHEREAS, the City of Wauchula is the owner of Heritage Park and is committed to making improvements to better serve the public; and

WHEREAS, the City Commission of the City of Wauchula finds it in the best interest of the City to accept the grant agreement for the construction of new bathrooms at Heritage Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

1. The above recitals are incorporated herein and form the factual basis for the passage of this Resolution.
2. **APPROVAL OF AGREEMENT; AUTHORIZATION AND DELEGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission authorizes the City Manager to execute and enter into the agreement with the Florida Department of Commerce for the Heritage Park Facilities Improvement Project, together with any subsequent amendments and other documents specifically related to said agreement, attached hereto as Exhibit "A."
3. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required in order to give this Resolution full force and effect. In the event any provision of this Resolution shall, for any reason, be determined to be invalid, illegal, or unenforceable, such provision shall be considered severed and, to the greatest extent practicable, the remaining provisions shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this ___ day of _____, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard K. Nadaskay, Jr., Mayor

APPROVED AS TO FORM & CORRECTNESS:

Kristie Hatcher-Bolin,
City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

Item # 9.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Heritage Park Facilities Improvements Agreement Number: L2510

2. Parties State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Wauchula Entity Type: Local Government
Grantee Address: 126 S 6th Avenue, Wauchula, Florida 33873 FEID: 59-6000446
(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2028

4. Project Number: (If different from Agreement Number) Project Location(s): 209 W Main Street, Wauchula, Florida 33873
Project Description: Contractual services for final design, permitting, bidding, administration, engineering during construction, project management and construction.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$500,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1636A - GAA, FY 2025-2026	\$ 500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 500,000.00

<p>6. Department's Grant Manager Name: <u>Danila Coppola</u> or successor Address: <u>Department of Environmental Protection</u> <u>3800 Commonwealth Blvd., MS 100</u> <u>Tallahassee, FL 32399</u> Phone: <u>850-245-2698</u> Email: <u>danila.coppola@floridadep.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Kyle Long</u> or successor Address: <u>City of Wauchula</u> <u>126 S 6th Avenue</u> <u>Wauchula, FL 33873</u> Phone: <u>863-773-9193</u> Email: <u>klong@cityofwauchula.com</u></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- | |
|--|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements |
| <input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal) |
| <input type="checkbox"/> Additional Attachments (if necessary): |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form |
| <input type="checkbox"/> Exhibit B: Property Reporting Form |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo |
| <input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State) |

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Wauchula	GRANTEE
Grantee Name	
By _____ (Authorized Signature)	Date Signed _____
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____ Secretary or Designee	
Date Signed _____	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

3 of 14

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L2510**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Heritage Park Facilities Improvements. The Project is defined in more detail in Attachment 3, Project Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses/Supplies
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
PROJECT WORK PLAN
LEGISLATIVE LINE ITEM PROJECT
 Project Name: Heritage Park Facilities Improvements
 Grantee Name: City of Wauchula
 Project # **L2510**

Item # 9.

SUMMARY: The **City of Wauchula** (Grantee) received funding in the amount of **\$500,000.00** from the Florida Legislature through Specific Appropriation Line Item 1636A, General Revenue Fund, Fiscal Year (FY) 2025-2026, General Appropriations Act, for the purpose of **contractual services for final design, permitting, bidding, administration, engineering during construction, project management and construction**. Authority for this Project is specified in Section 216.011, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

All work must be completed in accordance with, and including but not limited to: the Agreement, local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1. The Department shall designate the Project complete upon receipt and approval of all Deliverables.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at **209 W Main Street, Wauchula, FL 33873**

Project Completion: The Project Completion Date for this Agreement is **April 30, 2028**.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$500,000.00
Required Grantee Match Amount:	\$0.00
Total Estimated Project Cost:	\$500,000.00
Match Ratio:	100:0

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 1.A. Development of Commencement Documentation Checklist (FRDAP Form DRP-107) ¹ .	No Cost Deliverable	PROJECT DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (FRDAP FORM DRP-107)	180 Calendar Days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable) (DEP 55-229).</p>		<p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>		<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item # 9.</div>
<p>Project Task 2</p> <p>Task 2.A. Development of Project Elements, which include: contractual services for final design, permitting, bidding, administration, engineering during construction, project management and construction.</p>	<p>Task 2</p> <p>\$500,000.00</p>	<p>PROJECT DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (FRDAP Form DRP-111)¹.</p> <p>2.C. Final Legislative Line Item Status Report.</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (FRDAP Form DRP-115)¹, along with all required documentation as outlined in the Financial Reporting Procedures (FRDAP Form DRP-110)¹, as applicable, to support

payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Item # 9.

Endnotes:

1. Documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 7

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	General Appropriations Act Line Item #1636A – Fixed Capital Outlay – Local Parks from General Revenue	2025-2026	37.085	Grants in Aid to Local Governments and Nonstate Entities	\$500,000.00	140694
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$500,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS
LOCAL PARKS – LEGISLATIVE LINE ITEM PROJECT**

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval:

- i. A professional site plan;
- ii. Commencement certification;
- iii. A boundary survey of the project site which includes a legal description and sketch of the site's boundaries, displays known easements and encroachments, if any, by legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S.;
- iv. The results of a title search and the opinion prepared by a member of the Florida Bar or licensed title insurer of the project area covering the thirty (30) year period prior to approval by the Department, which attest to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance;
- v. If the land will be used as match, either a copy of the taxed assessed value or a complete appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practices supporting fair market value of the land utilized as project matching funds. The Appraisal must be no earlier than one year prior to the date of application of legislative funding and must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands; and
- vi. Budget Cost Analysis Form.

The Grantee may use the FRDAP Commencement Documentation Checklist, DRP-107 to help meet these requirements and may use the Commencement Certification, DRP-108 to satisfy requirement 2.ii. In addition to the Items i. through vi. above, the Grantee shall submit a copy of any executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** The Grantee shall commence Task Performance **within 180 days** after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence."

3. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated.

4. Project Completion Certification.

To certify completion, the Grantee will submit to the Department a Project Completion Certification. The Grantee may use the FRDAP Project Completion Certification, DRP-112, available online and incorporated herein by reference to satisfy this requirement. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when the Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

5. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

- m. Project Costs. The Department will reimburse Project costs as provided herein. Project Costs shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- n. Cost Limits. Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

6. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize the Legislative Line Item Status Report, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 20, April 20, July 20 and October 20. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

7. Site Dedication.

- a. Land owned by the grantee and developed or acquired with legislative line item funding must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

8. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- c. Entrance Fees. Reasonable differences in entrance fees for similar projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- d. Native Plantings. In developing a project with legislative line item funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- e. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s). This Agreement is not transferable.

9. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

10. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Legislature. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

11. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement, the Department will terminate this Agreement and demand return of the legislative line item funding (including interest). Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

12. Conversion.

This Project Site acquired and/or developed with legislative assistance must be retained and used for public outdoor recreation. Should the Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

Table with 3 columns: Description, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

pd
Item # 10.
12/17/25

CONTACT INFORMATION

ORGANIZATION NAME: Hardee High School 70's Party
CONTACT NAME: Janice P. Wheeler
MAILING ADDRESS: 3383 Platt Road
CITY: Wauchula ST: FL ZIP: 33873
WORK/HOME PHONE: 863-773-4047 CELL PHONE: 863-781-0033
EMAIL ADDRESS: HHS 70s party @ yahoo . com

EVENT INFORMATION

EVENT NAME: H. H. S. 70's party
DATE(S): 3-7-26 EVENT TIME: START 5pm END 10pm SET UP: START 2pm ATTENDANCE: 100+
PURPOSE OF EVENT: Reunion of classmates who attended Hardee Senior High from 1970-1980.

EVENT LOCATION: Wauchula Auditorium Heritage Park Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit
Auditorium: Rental - \$500.00 full/ \$250 half + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.
*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- Submit application at least 3 months prior to the event.
 - \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
 - If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
 - If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
 - If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
 - If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

**CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –
PLEASE CHECK ALL THAT APPLY**

- Heritage Park & Pavilion
- Auditorium
- Alcohol Sales/Distribution
- Food Vendors
- Trash Collection (during event)
- Kids Activities (inflatables, rock walls, etc)
- Street Closure(s)***
- Police
- Art & Craft Vendors
- Admission Charged
- Park Restrooms
- Band/DJ
- Parade
- Merchandise Vendors
- AV System (auditorium only)**

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own AV.

~ Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

- * We would like to request waivers for noise ordinances until 10pm for the band.
- * We would like to request a waiver for open container so the attendees may be outside with an adult beverage.
- * We will provide G.L. insurance as requested.

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application **does not** guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Janice P. Wheeler
Print Name

12-16-25
Date

Janice P. Wheeler
Signature

Paid
Item # 11.
2/18/25

CONTACT INFORMATION

ORGANIZATION NAME: Hardee High School 80's Decade Reunion
CONTACT NAME: Mary Jane Cimrino
MAILING ADDRESS: P.O. Box 93
CITY: Zolfo Springs ST: FL ZIP: 33890
WORK/HOME PHONE: CELL PHONE: 863-273-5439
EMAIL ADDRESS: granitefire05@yahoo.com

EVENT INFORMATION

EVENT NAME: HHS 80's Decade Reunion
DATE(S): 3/28/2026 EVENT TIME: START 6pm END 10⁽¹¹⁾pm SET UP: START 3/28/26 ATTENDANCE: 250+
PURPOSE OF EVENT: Reunion of HHS Classes 1980 - 1989

EVENT LOCATION: Wauchula Auditorium Heritage Park Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit
Auditorium: Rental - \$500.00 full/ \$250 half + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.
*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- 1. Submit application at least 3 months prior to the event.
- 2. \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- 3. If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
- 4. If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- 5. If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- 6. If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- 7. Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –

PLEASE CHECK ALL THAT APPLY

- Heritage Park & Pavilion
- Auditorium
- Alcohol Sales/Distribution
- Food Vendors
- Trash Collection (during event)
- Kids Activities (inflatables, rock walls, etc)
- Street Closure(s)***
- Police
- Art & Craft Vendors
- Admission Charged
- Park Restrooms
- Band/DJ
- Parade
- Merchandise Vendors
- AV System (auditorium only)**

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own AV.

~ Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

Alcohol will not be sold or distributed
open containers requested

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application does not guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Mary Jane Cimmino
Print Name

2/18/2025
Date

Mary Jane Cimmino
Signature

SPECIAL EVENT APPLICATION

CONTACT INFORMATION

ORGANIZATION NAME: Hardee County Chamber of Commerce
 CONTACT NAME: Kaylee Webb
 MAILING ADDRESS: 135 E Main St.
 CITY: Wauchula ST: FL ZIP: 33873
 WORK/HOME PHONE: 863-773-16967 CELL PHONE: 863-444-0174
 EMAIL ADDRESS: director@hardeecc.com

EVENT INFORMATION

EVENT NAME: Spring Market, Swine + Wine
 DATE(S): 3/27/26 EVENT TIMES (INCLUDING SET UP AND CLEAN UP): START 9am END 9pm
 ATTENDANCE: 250
 PURPOSE OF EVENT: expo w/BBQ dinner and beer/wine, family event w/live music @ train depot

EVENT LOCATION: Wauchula Auditorium Heritage Park Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit
 Auditorium: Rental - \$500.00 full day/ \$250 half day (up to 6 hours) + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.

*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- Submit application at least 3 months prior to the event.
- \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
- If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- If using audio visual equipment at auditorium - Submit AV quote from Hardee County Players.

EVENT DETAILS

**CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –
PLEASE CHECK ALL THAT APPLY**

- Heritage Park & Pavilion
- Auditorium
- Alcohol Sales/Distribution
- Food Vendors
- Trash Collection (during event)
- Park Restrooms
- Street Closure(s)***
- Police
- Art & Craft Vendors
- Admission Charged
- Kids Activities (inflatables, rock walls, etc)
- Band/DJ
- Parade
- Merchandise Vendors
- AV System (auditorium only)**

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own equipment.

**Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

Road closure of George Burns Ave, from Main Street North to Palmetto Ave.

Within the street closure is the designated area for possession and consumption of alcohol

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application **does not** guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

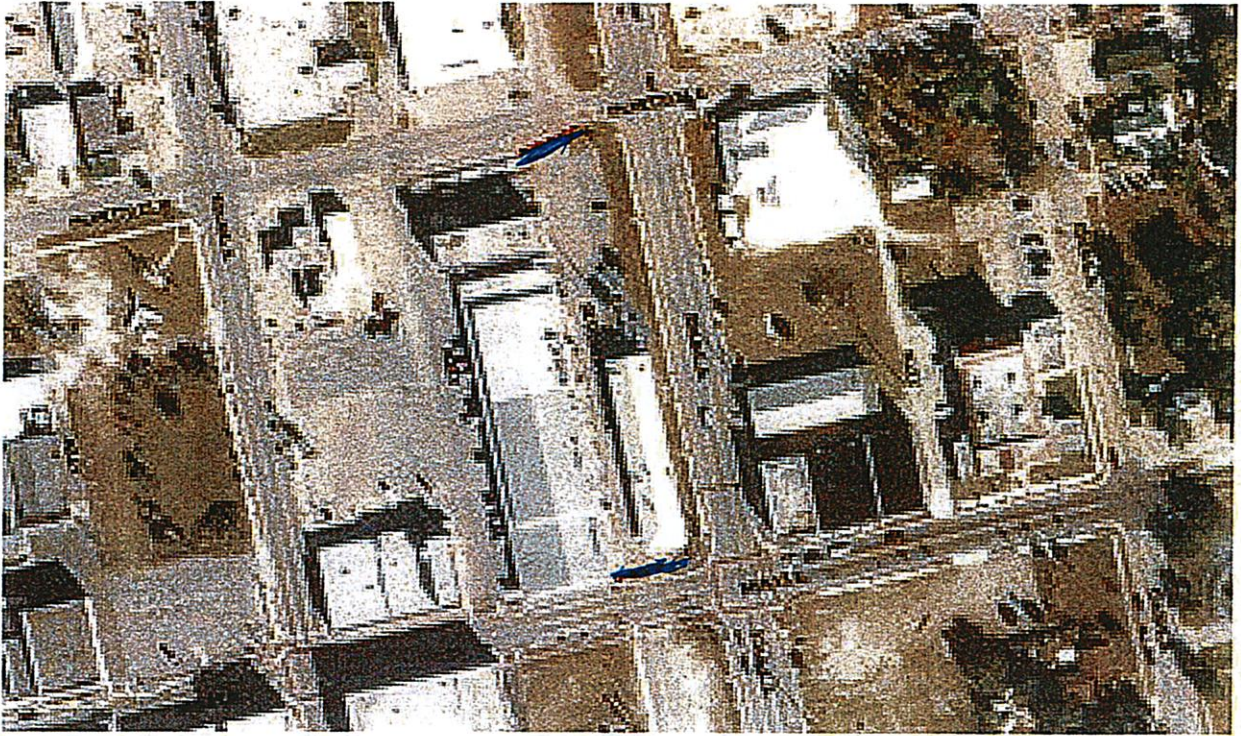
The City of Wauchula is not responsible for any lost or damaged items or injury related to any rental or reservation on the City of Wauchula premises. The applicant agrees to expressly release, indemnify, and hold harmless, the City of Wauchula from all claims for such loss, damages, or injury whatsoever as may be sustained or claimed by any person using the facilities during such rentals.

I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Kaylee Webb
Print Name

1/15/26
Date

Kaylee Webb
Signature





CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, December 01, 2025 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton

ABSENT

Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Chief of Police Ron Curtis
Director of Project Management & Procurement Ward Grimes
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission workshop.

1. Chamber of Commerce Lease Extension

Kaylee Webb - Executive Director, Hardee County Chamber of Commerce

Webb provided a list of maintenance items and upgrades that have been done and plan to be done at this facility. Minshew also provided some information on lease terms of this type in surrounding areas. Minshew explained the City's lease with the Chamber was very similar to surrounding area lease agreements.

The Commission was of the thought that the upgrades proposed would be beneficial and acceptable for the requested 10-year lease extension.

2. Historic Preservation Board Appointment Consideration

Long presented the application from Kaitlin Shaw and stated he felt she would be a good fit for the Board.

3. Planning & Zoning Board Member Removal Consideration

Long explained to the Commission that Wayne Johnson has had medical issues for the past several months and unable to attend meetings. Long stated the Planning & Zoning Board voted to remove Mr. Johnson from the Board in order to attempt to fill the seat.

4. ADD ON ITEM:

Airport Advisory Board Appointment Consideration

Eason explained the Airport Advisory Board had a member that was expiring at the end of December and the member did not wish to stay on. Eason stated the City received two applications of interest for the Board. Eason shared the Airport Advisory met on 12/1/25 and discussed City staff member, Ward Grimes, stepping off the Board, which would open another vacancy. Eason also stated this would mitigate any potential issues of Sunshine violations with Grimes playing two roles, City staff and Board member.

Michael Thompson was present via Zoom for any questions.

5. Board Members & Committees Updates

Camacho presented the updates, noting the proposed changes that were already discussed for Historic Preservation, Planning & Zoning, and Airport Advisory, as well as a few other term renewals.

6. Resolution 2025-19 FDOT Construction Agreement for Hogan St

Long explained there was an error on the previous survey, requiring the document to be updated and approved by the Commission.

7. Resolution 2025-22 Hardened Public Safety Facility Grant

Eason presented the resolution to accept grant funding in the amount of \$5,000,000.00 for this project.

8. Ordinance 2025-16 CIE Update

Curtis Knowles - Central Florida Regional Planning Council

Knowles explained this was the annual CIE update.

9. Ordinance 2025-18 Certified Recovery Centers

Curtis Knowles - Central Florida Regional Planning Council

Knowles presented the ordinance, which would add language to the City's code, complying with SB 954, which would allow a streamlined process for citizens to apply for reasonable accommodations from land use regulations to open a certified recovery residence.

Hatcher-Bolin clarified this SB did not require the City to change their land development code for new facilities and that this would apply to current facilities that are recertifying.

10. Ordinance 2025-19 Condo Inspections

Curtis Knowles - Central Florida Regional Planning Council

Knowles presented the ordinance which would add language to comply with HB 913 regarding condo inspection requirements and State reporting.

11. Ordinance 2025-21 Extending the Suspension and Waiver of Water and Wastewater Impact Fees

Long presented the ordinance, explaining there were no proposed changes to the fees. Long provided a data report with an update of what surrounding areas are doing regarding their impact fees. There was discussion about potentially collecting fees. Minshew explained the fees would only be allowed to be used for projects that would improve the negative impacts on utilities caused by development. The consensus of the Commission was to push this to the January workshop with the potential of assessing fees.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

12. Tax Increment Financing (TIF) Program

Newman presented the program document, explaining the changes that were made from the November meeting. The Commission shared their thoughts for proposed changes to some of the language.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 6:10 pm.



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, December 08, 2025 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the meeting to order at 6:00 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Chief of Police Ron Curtis
CRA Director Jessica Newman
Director of Project Management and Procurement Ward Grimes
Community Development Director Kyle Long
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

Motion made by Commissioner Miller, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

MINUTES FOR APPROVAL

1. Minutes for 11/6/2025 Ethics Workshop and 11/10/2025 Commission Meeting
Recommended Action: Commission’s Approval

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

PUBLIC COMMENT / NON-AGENDA ITEMS

None presented.

PRESENTATIONS

2. Swearing In - WPD Officer Ethan Enderlin

Curtis presented the newest addition to Wauchula Police Department, Patrol Officer Ethan Enderlin. Enderlin took his official oath of office and was sworn in.

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2025-16 CIE Update - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

4. Ordinance 2025-18 Certified Recovery Centers - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Marisa Barmby - Central Florida Regional Planning Council

Barmby addressed the Commission, explaining SB 954 and the requirement to adopt the language in this ordinance. Barmby stated staff was proposing to add a section for the development approval process.

Motion made by Mayor Pro Tem Smith, Seconded by Commissioner Miller.

Voting Yea: Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

5. Ordinance 2025-19 Condo Inspections - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the General Pension meeting.

GENERAL PENSION BOARD AGENDA

6. Minutes for 9/8/2025 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Miller, Seconded by Commissioner Albritton.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

7. Pension Summary Plan Description

Recommended Action: Board's Approval

Braxton presented the summary plan description, explaining no changes had been made since the last approval.

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

8. Detailed Accounting Report for FY 2024-2025

Recommended Action: Board's Approval

Braxton presented the detailed accounting report, showing actual expenses to the pension funds for fiscal year 2024-2025.

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

9. Approve Quarterly Financial Report

Recommended Action: Board's Approval

Braxton presented the quarterly financial report.

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the General Pension meeting and reconvened the City Commission meeting.

10. Approval of General Pension Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Smith, Seconded by Mayor Pro Tem Smith.
Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

CITY MANAGER / NON-CONSENT

11. Power Cost Adjustment

Minsheew presented the November power cost adjustment.

CONSENT AGENDA

- 12. Chamber of Commerce Lease Extension
- 13. Historic Preservation Board Appointment - Kaitlyn Shaw
- 14. Planning & Zoning Board Member Removal - Wayne Johnson
- 15. Airport Advisory Board Members: Remove - Ward Grimes / Appoint - Denise Grimsley & Michael Thompson
- 16. Board Members & Committees Updates
- 17. Resolution 2025-19 FDOT Construction Agreement for Hogan St
- 18. Resolution 2025-22 Hardened Public Safety Facility Grant

Recommended Action: Commission's Approval on Items 12-18

Motion made by Commissioner Miller, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the CRA Board meeting.

CRA AGENDA

- 19. Minutes for 11/10/2025 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

20. Tax Increment Financing (TIF) Program

Recommended Action: Board's Approval

Newman presented the program document, explaining edits made from discussion at the December workshop.

Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Smith

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the CRA Board meeting and reconvened the City Commission meeting.

21. Approval of CRA Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Miller, Seconded by Commissioner Smith.
Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton

22. Years of Service Awards

Minshew shared a slide to recognize employees reaching milestone employment anniversaries in 2025.

23. 2024-2025 Annual Report

Minshew presented the annual report to the Commission.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 6:57 pm.

GRANT SUMMARY

ITEM	VENDORS				
Awnings	Awnings Direct	Cobb Roofing	Tampa Bay		
	\$4,998	\$16,285	\$8,552		
Electric	Knock Out	Cross Wired	Sawdy	Air & Elect	Mark Palmer
	\$2,100	\$40,900	\$142,000	\$43,000	\$20,000
HVAC	Gator	Branca's	Air & Elect	Mark Palmer	Gulf
	\$21,500	\$14,300	\$18,000	\$22,000	\$16,586
Plumbing	TriTech	Heflin	Graves		
	\$28,780	\$13,500	\$11,800		
Paint	RG & Co	Bernie's	Noel	Jamestown	
	\$15,000	\$9,663	\$13,275	\$12,935	

ASSESSED VALUE \$120,200
 EST WORK \$125,065

PRIVATE CONTR. % 104%

SCORING CRITERIA	
Private Contribution	30
Project Type	20
Utilities	15
Plumbing	15
HVAC	5
Paint	5
Awning	10
TOTAL POINTS	100

Cap Award \$50,000

Community Redevelopment Agency Revitalization Program APPLICATION

Date Rec'd	<u>1/5/26</u>
CRA Board Review	_____
Award	_____

Applicant Name: James Clay Cobb

Mailing Address: 401 South 6th Ave Wauchula FL. 33873

Business Name: L Cobb Construction Inc.

Property Owner Name: James Clay Cobb & Christal Nichole Cobb

Property Address: 113 N 7th Ave Wauchula FL. 33873

Applicants Phone Number: (863)-781-0702 Email: clay@lcobbconstruction.com

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Grant Application.

I acknowledge that I have read and understand the Policies, Application Process, and Construction/Payment & Site Visit portions of the application and the application packet is complete in accordance with the Grant Checklist.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the grant will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

Clay Cobb
Print Name of Applicant

[Signature]
← Applicant Signature Date

[Signature]
Print Name of Property Owner
(applicant is Property owner)

[Signature]
← Property Owner Signature Date

Staff Notes: _____



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Wauchula Community Redevelopment Agency
Commercial Revitalization Program

01/05/2025

The intent of this project is to restore and improve an existing vacant building located at 113 N 7th Avenue in Wauchula, FL 33873. This project will entail exterior and interior renovations to enhance the design of the existing structure. Interior framing will be completed to modify the layout for more efficient use followed by the necessary mechanical, electrical, plumbing, and finishes as needed. On the exterior, there will be stucco repairs, parapet walls built out and roofing work along with an awning placed at the front entrance. Windows and exterior renovations will be designed to match the existing Madison Salon for aesthetics and to beautify the building on Main Street Wauchula.

Project Location: 113 N 7TH Avenue, Wauchula, FL 33873
2025 Just (Market) Value: \$120,200.00
Estimated Construction Cost: \$ +/- 375,000.00

Thank you,

Clay Cobb

Clay Cobb



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Wauchula Community Redevelopment Agency
Commercial Revitalization Program

01/05/2025

Projected Construction Schedule (Approx 8-9 months to complete)

Grant Award

Acquire Permit after Award – Duration 30 Days

Demo – Duration 15 Days

Parapet Buildout – Duration 20 Days

Roof – Duration 10 Days

Framing – Duration 15 Days

Interior Concrete – 5 Days

Window Installation – 7 Days

Mechanical Rough – 7 Days

Electrical Rough – 10 Days

Plumbing Rough – 7 Days

Install Drywall – 18 Days

Install Cabinetry – 10 Days

Install Trim – 10 Days

Acoustic Ceiling – 13 Days

Mechanical Trim – 1 Day

Electrical Trim – 3 Days

Plumbing Trim – 2 Days

Mechanical Test & Balance – 1 Day

Install Stucco/Brick – 20 Days

Installation of Awning - 3 Days

Paint – 7 Days

Equipment & Furniture – 10 Days

Complete Punch Items – 2 Days

Cleaning – 1 Day

Final Inspection

Obtain Certificate of Occupancy – Duration 5 Days

BUILDING CHARACTERISTICS										
ELEMENT	CD	CONSTRUCTION	TYPE	MDL	EFF. AREA	TOT ADJPTS	EFF. BASE RATE	REPL. COST/NEW	AVG	EYB
Exterior Wall	31	VINYL SID 100	9100	04	2,086	109,1200	89.04	185,737	1940	1970
Roof Structure	01	FLAT 100	1 CHURCH - 0% - 2025							
Roof Cover	04	BUILT-UP 100	Heated Area: 2086							
Interior Wall	05	DRYWALL 100								
Interior Floor	14	CARPET 70								
Interior Floor	20	N/A 30								
Air Condition	03	CENTRAL 100								
Heating Type	04	AIR DUCTED 100								
Fixtures	7	100								
Frame	03	MASONRY 100								
Story Height	10	100								
RMS	4	100								
Stories	1	100								
Units	0	100								
Condition Adj	02	AVG 100								

MARKET ADJUSTMENTS										
TYPE	MDL	EFF. AREA	TOT ADJPTS	EFF. BASE RATE	REPL. COST/NEW	AVG	EYB	ECON	FNCT	NORM
9100	04	2,086	109,1200	89.04	185,737	1940	1970	0	0	0.38.00
HX Base Yr										

VALUATION SUMMARY										
Tax Group:	902	STANDARD								
BUILDING MARKET VALUE	115,157									
TOTAL MARKET OBXF VALUE	133									
TOTAL LAND VALUE - MARKET	4,910									
TOTAL MARKET VALUE	120,200									
SOH/AGL Deduction	0									
ASSESSED VALUE	120,200									
TOTAL EXEMPTION VALUE	0									
BASE TAXABLE VALUE	120,200									
TOTAL JUST VALUE	120,200									
INCOME VALUE	120,200									
PREVIOUS YEAR MKT VALUE	116,977									

SALES DATA										
OFF RECORD Number	DATE	TYPE	Q	V	RSN	SALE PRICE				
202425004703	8/28/2024	WD	U	I	18	102,000				
GRANTOR: HARDEE COUNTY INDUSTR										
GRANTEE: COBB JAMES CLAY										
202325004964 8/29/2023 WD U I 17 135,000										
GRANTOR: ALPHA AND OMEGA FREED										
GRANTEE: HARDEE COUNTY INDUSTR										

BUILDING NOTES									
CHRISTIAN COUNSELING & TRAINING CENTER ALPHA & OMEGA CHRISTIAN CENTER									
BUILDING DIMENSIONS									
BAS= [YR=1940] W19N38E19S389BAS= [YR=1940] N38 E31S44W31N6S.									

TOTAL OBXF										
BLD DATE	XF DATE	INC DATE	YEAR ON	YEAR ACTUAL	% COND	ADJ UNIT PRICE	UNIT PRICE	TOT ADJ	% COND	ADJ UNIT PRICE
			100	1982	35	2.50	2.25	1.00	1.00	2.25
113 N 7TH AVE, WAUCHULA										
152.00 SF 2.50										
133										

LAND DESCRIPTION										
L	USE CODE	CLS	DESCRIPTION	CAP	R	LOC ZONE	FRONT	DEPTH	TOT LND LOTS	UNIT PRICE
1	7100	C	INSTITUTIONA	0	D	HC-1	55.00	39.00	2,182.00 SF	2.25
Total Land Value: 4,910										
Total Acres: 0.05										
Market: 0										
Agricultural: 0										
Common: 4,910										
PRINTED 08/08/2025										

Item # 14.

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 575200 2025

R 03-34-25-0200-00021-0005

REAL ESTATE TAX/NOTICE RECEIPT FOR HARDEE COUNTY

IF PAID IN TOTAL DUE	NOV1-DEC1	DEC2-DEC31	JANUARY	FEBRUARY	MARCH
	\$3348.45	\$3383.33	\$3418.21	\$3453.09	\$3487.97

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00792000	\$951.98
SCHOOL-STATE LAW	.00300400	\$361.08
SCHOOL-LOCAL BRD	.00224800	\$270.21
CITY-WAUCHULA	.00577100	\$693.67
SWFWMD WATER DIST	.00018310	\$22.01
TOTAL AD-VALOREM:		\$2,298.95

**COBB JAMES CLAY
COBB CHRISTAL NICHOLE
1231 KELLY CT
WAUCHULA , FL 33873**

0.050 ACRES
COM SE COR OF FRAC BLK 21 RUN
N 12ø 10' 55" W
ALONG W/LY R/W OF N 7TH AVE 11
8.82 FT FOR POB

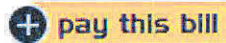
NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE PROTECTION	\$1,189.02
TOTAL NON-AD VALOREM:	\$1,189.02

COMBINED TAXES & ASMTS: \$3,487.97
DISCOUNT: -\$104.64
UNPAID BALANCE: **\$3,383.33**

FAIR MKT VALUE	\$120,200.00	DIST	902
ASSESS	\$120,200.00	EXEMPT VALUE	\$0.00
TAXABLE VALUE	\$120,200.00		

Exemptions:



**Property Address:
113 N 7TH AVE WAUCHULA 33873**

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
0334250200000210005	R	2025	\$2,298.95	\$1,189.02	N/A	\$0.00	\$3,383.33
0334250200000210005	R	2024	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2023	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2022	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2021	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2020	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2019	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2018	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2017	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2016	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0334250200000210005	R	2015	\$0.00	\$0.00	N/A	\$0.00	\$0.00



Date: December 29, 2025

Submitted To: L Cobb Construction Inc. Attention:
Daniel Cano - 863*450-6144
E-mail: DCano@lcobbconstruction.com
Project Name: Madison Addition
Project Address: 117 N 7th Ave Wauchula

Awnings Direct, LLC does hereby submit specifications and estimate for the following:

- **Manufacture & Install Aluminum Flat Canopy w/ Hanging Rods:**
1 @ 17' – 6" Wide x 3' – 6" Projection

Materials: 4" x 8" Gutter Fascia, 8" C-Channel Face, Hanging Rods, Standing Seam Decking, Powder Coat Finish

Includes: Installation, Powder Coat Finish, Sales Tax
Not Included: Permits, Backing, Footers, Lights & Electrical

Please Add for Engineering: **\$1,000**

- Contact Price: **\$3,998**
- Estimated Completion Time: As need by L Cobb Construction Inc.
- Proposal Valid for 30 Days
- Prepared By: Adam
- Acceptance of Proposal:

Signature

Date

COBB ROOFING, INC.

Mailing: 320 LAKE PARK DRIVE
 Office: 1111 Memorial Drive
 AVON PARK, FLORIDA 33825

"Over 50 Years In Business"
State Certified CCC1333506

Tel. (863) 453-6595 * Fax (863) 453-9300
 info@cobbroofing.net

Name / Address	Date	Proposal #	Rep
MADISON SALON & SPA L Cobb Construction	1/5/2026	0126-2696-1	
Project Address:			

PROPOSAL / CONTRACT

I/We, the owners of the premises described above authorize Cobb Roofing, Inc., hereinafter referred to as "Contractor" to furnish all materials and labor necessary to roof and / or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions.

DESCRIPTION OF WORK AND MATERIALS:	Total
Labor and Materials to: Install hanging awning over entry way 17' wide with 6' projection away from building	16,285.00

PAYMENT TO BE MADE AS FOLLOWS:	Total \$16,285.00
---------------------------------------	--------------------------

NOTICE TO CUSTOMER:
 Owner agrees to pay all collections fees & charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. WE CHARGE A MINIMUM OF \$595 ADMIN FEE (THIS AMOUNT MAY BE INCREASED DEPENDING ON EXPENSES INCURRED) FOR ANY CONTRACTS CANCELLED BY REQUEST OF HOMEOWNER AND APPROVED BY COBB ROOFING, INC. Overdue accounts are subject to interest charged at 10% per annum. IF REALIGNMENT IS REQUIRED FOR SATELLITE EQUIPMENT IT IS AT HOMEOWNERS EXPENSE.

ACCEPTANCE:

Your signature below OR deposit acknowledges your acceptance of the above terms and conditions. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. It is based on our evaluation and does not include additional material or labor which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Changes in this agreement should be done by written change order only and with the express approval of both parties.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Signature _____ Date of Acceptance: _____

Signature _____ Contractor _____



QUOTE Q5963

"Cobb Site Development"

January 2, 2026

Prepared by Michael Freed
michael@tampabayawningllc.com

Tampa Bay Awning

Item # 14.

3902 Corporex Park Dr
Suite 350

Tampa, Florida 33619
phone (813) 261-0202

www.tampabayawning.com

Bill To

Daniel Cano
Cobb Site Development
401 S 6th Ave
Wauchula, FL 33873

Billing Contact

Daniel Cano
Cobb Site Development
dcano@lcobbconstruction.com
cell (863) 450-6144
phone (863) 773-3839

Installation Address

113 N 7th Ave
Wauchula, FL 33873

Qty	Description	Price
1	Architectural Canopy Description Style: C-Channel, Scupper Location: tbd, Scupper Direction: tbd, Down Spout Location: na Dimensions Width: 17' 6", Projection: 3' 6", Facia Size: 8" Additional Details Powder Coat: tbd	\$5,538.43
1	Installation	\$1,291.00
1	Shop Drawing	\$200.00
1	Engineering	\$735.00
1	Permit Acquisition Fees	\$787.50

Notes	<i>No Tax</i>
	Total \$8,551.93
50% Deposit due at time of order	\$4,275.96
50% Balance due upon completion	\$4,275.97

Terms and Conditions

Quotes expire after 90 days. Buyer acknowledges that they are purchasing a custom-made product. As such, orders cannot be cancelled, and refunds will not be issued. Any alterations requiring additional work from Tampa Bay Awning, LLC. will result in an additional charge over the amount quoted. Tampa Bay Awning, LLC. retains ownership of the product and materials used to manufacture the items described above until the balance is paid in full. By signing this agreement, the customer grants Tampa Bay Awning, LLC. the right to repossess the product upon non-payment. We are not responsible for damage to the structure or building caused by factors beyond our control, including but not limited to pre-existing structural deficiencies, extreme weather conditions, or work performed by other parties. In the event of non-payment, the buyer is responsible for all collection costs, including attorney fees. All sales tax, permits, and engineering fees are additional unless explicitly listed in the quote. Lead times and anticipated completion dates are estimates based on the best information available at the time of the quote. These are subject to change due to unforeseen circumstances or other factors outside our control.

Company Rep:

Name Signature Date

Customer:

Name Signature Date

Knock Out Electrical Services LLC

EC13013060

8124 Madison Rd.
Ona, Fl 33865
(863)445-5160
Office@knockoutes.info

Madison Addition Project

12-30-2025

Customer and location

L Cobb Construction

113 N. 7th Ave. Wauchula, Florida 33873

Description/ Specifications - Knock Out Electrical Services will supply all of the Materials, Permit ,Labor, Equipment and perform all of the electrical work per the blueprint provided. We are not responsible for long gear lead time. The cutting and patching of the wall, floor, cement and asphalt plus the direct bore will all be done by others. Gear and all other materials are subject to price increase if the start date is more than 30 days from contract signing.

~~***We are not responsible for parking lot lights. Need to be done by others.***We will provide the raceway for them.~~

~~*** We are not responsible for any low volt, or fire alarms***To be done by others. ***We will provide stub-ups.~~

~~***We are not responsible for any specialty lighting, lighting package or fans.*** We will install them.~~

Any deviation from the plan will require an approved change order.

~~Company warranty:~~**All estimates are good for 30 days from date given.A 30% deposit will be collected at time of signing and progress payments as the project moves along. A 3% surge charge will be added to credit card transactions. All work is under a 3 year warranty and performed by a licensed professional electrician.**

Total for project \$21,000 without new panels. If panels are needed it will be written up and need approval prior to the work being done.

Approval date and signature X _____



Item # 14.	
ESTIMATE	
TOTAL	\$40,900.00

401 S 6th Ave
 Wauchula, FL 33873

(863) 450-6144
 dcano@lcobbconstruction.com

SERVICE ADDRESS

113th N. 7th Ave
 wachula, FL 33873

CONTACT US

1239 E Main St, Suite 5
 Bartow, FL 33830

(863) 899-0044
 crosswired.service@gmail.com

ESTIMATE

Services	Amount
Budget Only - Not a formal proposal	\$0.00
2x2 LED lay in lights Provide and install new lights and associated wiring per initial floor plan	\$14,700.00
Exit/Emergency Lighting Provide and install new exit/em combo lighting and associated wiring per initial life safety plan	\$1,500.00
Emergency Lighting Provide and install emergency lighting and associated wiring per initial life safety plan.	\$1,500.00
Receptacle outlets Provide and install new outlets and associated wiring per recommended layout. GFCI protected per code	\$14,400.00
Homerun Wiring Provide and install homerun wiring for new outlets and lighting per min requirements. Use of existing panel is assumed. Excludes additional sub panels or service expansion. Recommend 28 homeruns to prevent nuisance tripping out outlets.	\$4,200.00
Wall Occupancy Sensors and Switches Provide and install wall mounted switches and occ sensors and associated wiring to accommodate new lighting	\$3,600.00
Ceiling Mounted Occupancy Sensors Provide and install remote ceiling occupancy sensors in larger spaces to prevent undesirable cycling of the lighting.	\$1,000.00

Services subtotal: \$40,900.00

Subtotal \$40,900.00

Total \$40,900.00



INDUSTRIAL * RESIDENTIAL * COMMERCIAL

941.722.4321

1008 39 st e
Palmetto, FL 34221

LIC# EC13007652

Proposal

L Cobb Const

12/29/2025

PROPOSAL SUBMITTED TO:		
NAME: Salon Ext		
STREET:	STREET:	
CITY:	CITY:	STATE: FL
STATE:	ARCHITECT:	DATE OF PLANS:

We hereby submit proposal and estimates for:

- Replace 400 amp servive
- Demo old wiring. Replace with all new wirng.

Total Labor and Material \$142000.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:
 _____ dollars (\$ _____) with payment to be made as follows:
 UPON COMPLITION OF JOB

Authorized Signature Travis Sherman

NOTE: This proposal may be withdrawn by us if not accepted within _____ 60 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature _____

Date

Signature _____

HEATING AND AIR - REFRIGERATION - HVAC SERVICES, LLC

GATOR
 OAC #18150
 PO BOX 1255
 BOWLING GREEN, OH 43403
 663-832-3399 • FAX 666-991-7487

HVAC SERVICE ORDER INVOICE

METHOD OF PAYMENT
 CASH
 CHECK
 CREDIT CARD
 VISA
 M/C
 AMEX
 EXP. DATE _____
 CC NO. _____

UNIT
 NAME: _____
 MODEL: _____
 SERIAL NUMBER: _____
ENVIRONMENTAL REQUEST
 CONDENSING UNIT: _____
 TYPED POSITION: _____

CHECK LIST
 COMPRESSOR
 SALTION _____
 LEAK _____
 REFRIGERANT
 CHANGE _____
 FAN AND MOTOR
 AMPS _____
 VOLTS _____
 ELECTRICAL CONNECTIONS
 CONTACTS TIGHT & CLEAN
 OIL LEVEL & CONDITION
 CONDENSER COIL
 CLEAN COIL & CHECK FAN COILS
 EVAPORATOR COIL
 CLEAN COIL & CHECK FAN
 AIR FILTERS
 CLEANED _____
 REPUCE _____
 HEATING ASSEMBLY
 BLOWER MOTOR
 FUEL SUPPLY & PRESSURE
 GAS VALVE
 SAFETY SWITCH
 PRESSURE SWITCH
 THERMOSTAT
 WIRING
 BELT DRIVE

NAME: *The Madison Express*
 STREET: *117 W 7th Ave*
 CITY: *Madison*
 PHONE NUMBER: *863-450-6144*
 FAX: *MIKE KYL*
 DATE: *2/19/03*
 SCHED. TIME: _____
 AM: _____
 PM: _____

DESCRIPTION OF WORK	QTY	UNIT PRICE	AMOUNT
REFRIGERANT R134A			
CONDENSER COIL			
AIR FILTERS			
HEATING ASSEMBLY			
TOTAL \$			

DESCRIPTION OF WORK: *I installed a 1/2 ton Heat pump mini split. A Carrier has set it. Done. Communication fine.*



BRANCA'S AIR CONDITIONING, INC

ESTIMATE	Item # 14.
ESTIMATE DATE	Jan 5, 2026
TOTAL	\$6,000.00

L Cobb Construction
 L Cobb Construction
 117 N 7th Ave
 Wauchula, FL 33873

CONTACT US
 1059 Hawthorne Dr
 Sebring, FL 33870

(863) 773-3839

(863) 382-3300
 brancasairconditioning@yahoo.com

ESTIMATE

Services	Amount
Installation of (2) Airtemp 1.5 Ton ductless split systems Install all low voltage wiring, insulated copper tubing and drain lines Mount the condenser on a concrete hurricane pad and secure Provide permits	\$6,000.00

Services subtotal: \$6,000.00

Subtotal	\$6,000.00
Tax (Credit Card Charge 4%)	\$0.00

Total \$6,000.00

Thank you for choosing Branca's Air Conditioning!
 We appreciate your business and value your opinion. Share your experience by leaving us a Google review!



BRANCA'S AIR CONDITIONING, INC

ESTIMATE	Item # 14.
ESTIMATE DATE	Jan 5, 2026
TOTAL	\$8,300.00

L Cobb Construction
 L Cobb Construction
 117 N 7th Ave
 Wauchula, FL 33873

☎ (863) 773-3839

CONTACT US
 1059 Hawthorne Dr
 Sebring, FL 33870

☎ (863) 382-3300
 ✉ brancasairconditioning@yahoo.com

ESTIMATE

Services	Amount
Installation of (1) Airtemp 2.5 Ton split system with 5KW electric heat Install all copper tubing Install all low voltage wiring and digital thermostat Install all ductwork and grilles Provide permit	\$8,300.00

Services subtotal: \$8,300.00

Subtotal \$8,300.00

Tax (Credit Card Charge 4%) \$0.00

Total \$8,300.00

Thank you for choosing Branca's Air Conditioning!
 We appreciate your business and value your opinion. Share your experience by leaving us a Google review!

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

December 30, 2025

Summary	PROPOSAL
Reference #	1205-556477
Due Date	12/30/2025

L. COBB CONSTRUCTION
ATTN: AP DEPARTMENT
401 S 6TH AVE
WAUCHULA, FL 33873

Job Name
LCC P556477
117 N 7TH AVE
WAUCHULA

863-773-3839

863-781-3082 LINDA

863-773-3839

863-781-3082 LINDA

We Hereby Submit Specifications And Estimates For:

BUDGETS WERE BASED ON LIMITED INFORMATION
ELECTRICAL BUDGET BASED ON UNKNOWN CONDITIONS
\$38,000 - \$43,000

HVAC BUDGET BASED ON UNKNOWN CONDITIONS
\$15,000 - \$18,000

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforeseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized
Signature _____

Acceptance
Signature _____

Date _____

Mark Palmer Electric & Air Conditioning

L Cobb Construction

113 N 7th Ave Wauchula, FL 33873

Subject: Madison Addition

Good afternoon,

The quote for HVAC is \$18,000-\$22,000. This would include a Lennox Split System and either Gree or Samsung Mini Splits. This also includes all of the Ductwork and drops according to the plans.

The Electrical quote would be \$15,000 to \$20,000 depending on what we have to demo and the current state of the electrical panel now and verify if we can use existing or will have to replace. This also includes the basic lights and exit lights required by code etc.

For custom lighting owner will have to provide. ‘

The quotes are based on the prints we received. If you want a firm number we would like to visit the job site.

Thank you,

Zach Foster

863.402.0000

Owner

AIR CONDITIONING SERVICE ELECTRIC

5232 U.S. HWY. 27 North

Sebring, FL 33870-1358

www.markpalmerelectric.com

(863) 402-0000

FAX(863) 402-0480

(863) 773-3337

Gulf Mechanical, Inc.
P.O. Box 1716
Palm Harbor, FL 34682 US
+17277249570
acc.gulfmechanical@gmail.com
gulfmechanicalinc.com



Quote

QUOTE # 49575
DATE 12/29/2025
EXPIRATION DATE 01/29/2026

ADDRESS
L Cobb Construction Inc.
401 South 6th Avenue
Wauchula, FL 33873 USA

SHIP TO
L Cobb Construction
113 N 7th Ave. Wauchula,
FL. 33873

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP DATE
12/29/2025

EQUIPMENT
AC

ACTIVITY	QTY	RATE	AMOUNT
12/29/2025 Gulf Misc 2.5 Ton Goodman straight cool split AC	1	0.00	0.00T
12/29/2025 Gulf Misc Touch screen thermostat	1	0.00	0.00T
12/29/2025 Gulf Misc Slab or wall bracket for 2.5 ton AC	1	0.00	0.00T
12/29/2025 Gulf Misc 18000 BTU Mini Split with heat and cool, wifi and remotes	2	0.00	0.00T
12/29/2025 Gulf Misc Mini Split wall brackets	2	0.00	0.00T
12/29/2025 Gulf Misc Communication cable and copper, ft	100	0.00	0.00T
12/29/2025 Gulf Misc Supply runs to trunk	2	0.00	0.00T
12/29/2025 Gulf Misc Room air supplies with grills	8	0.00	0.00T
12/29/2025 Gulf Misc Room air returns with grills	3	0.00	0.00T
12/29/2025 Gulf Misc Supply trunk line	1	0.00	0.00T
12/29/2025 Gulf Misc Misc float switches, hardware.	1	0.00	0.00T
12/29/2025 Gulf Misc Install labor hrs	25	0.00	0.00T
12/29/2025 Gulf Misc Grand Total	1	15,600.00	15,600.00T

Standard payment distribution applies.
50-40-10
We except zell, credit cards, checks, and cash.

SUBTOTAL 15,600.00
TAX 986.00
TOTAL \$16,586.00

Proposal

TO: L Cobb

DATE: January 5, 2026

PROJECT: Madison Addition

DATE OF PLANS: Not listed

ADDENDUM(S): None

QUOTE VALID: 30 Days

ATTN: Daniel Cano

Thank you for allowing us the opportunity to submit pricing for the above-mentioned project.
 Our plumbing proposal is based on plans and specs.

PLUMBING SYSTEM SCOPE:

- PVC Sanitary piping
 - Connect to existing sanitary services
 - Route to new fixture locations
 - Excavate, backfill & compact
 - Excludes concrete demo & patch
- CPVC Domestic Water piping
 - Connect to existing water services
 - Route to new fixture locations
 - Isolation valves
- Plumbing fixtures
- Water heater, circ pumps & mixing valve
- Hangers & supports
- System testing
- Applicable taxes

BUDGET PLUMBING SYSTEM: \$ 28,780.00

EXCLUSIONS:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Building control • All piping beyond 5' of building • Water meters & backflow preventers • Final grading • Import/export fill • After-hours / overtime work • Permit / impact fees • Concrete demo & patch • Temporary water beyond 100' • Controls, controls wiring / power wiring • Demolition • Wiring of smoke detectors • Housekeeping pads | <ul style="list-style-type: none"> • Survey / layout • BIM / REVIT Coordination • Roof cutting and/or patching/flashing • Dewatering / water control • Painting, additional factory exterior coatings on tanks • Structural steel equipment supports/framing • dumpster • Removal of unacceptable trench material • Motor starters • Any Division 23 / 26 work not listed in Division 22 (15) • Debris removal from site • Appliance installation (not shown on fixture schedule) • Bond |
|--|---|

Tri-Tech Mechanical, Inc.
 Jason Hibbard

Cole Buchanan

From: Daniel Cano
Sent: Monday, January 5, 2026 10:52 AM
To: Cole Buchanan
Subject: Fw: BUDGET PRICING - THE MADISON

From: plumb555@aol.com <plumb555@aol.com>
Sent: Monday, January 5, 2026 10:49 AM
To: Daniel Cano <DCano@lcobbconstruction.com>
Subject: BUDGET PRICING - THE MADISON

PLEASE CONFIRM RECEIPT

GRAVES PLUMBING, INC.
15 S SEMINOLE AVE
FORT MEADE FL 33841
(863) 285-8265
#CFC020351

BUDGET PROPOSAL

TO: COBB CONSTRUCTION
ATTN: DANIEL
DATE: JANUARY 5, 2025
RE: THE MADISON

ALL LABOR & MATERIAL TO:

PVC SOIL & VENT PIPING, SEWER TIED TO EXISTING INSIDE RESTROOM SPACE

CPVC WATER PIPING, WATER TIED TO EXISTING INSIDE RESTROOM SPACE

INCLUDES:

- 2 - ADA TOILETS
- 2 - WALL HUNG ADA LAVATORIES
- 1 - COUNTERTOP LAVATORY
- 1 - SHOWER VALVE (TILE SHOWER)
- 1 - STAINLESS STEEL SINK & FAUCET (BY OTHERS)
- 1 - ELECTRIC TANKLESS WATER HEATER

TOTAL BUDGET - \$ 11,800.00

ABOVE PRICE IS VALID FOR THIRTY (30) DAYS

CPVC WATER PIPING, WATER TIED TO EXISTING INSIDE RESTROOM SPACE

Item # 14.

INCLUDES:

- 2 - ADA TOILETS
- 2 - WALL HUNG ADA LAVATORIES
- 1 - COUNTERTOP LAVATORY
- 1 - SHOWER VALVE (TILE SHOWER)
- 1 - STAINLESS STEEL SINK & FAUCET (BY OTHERS)
- 1 - ELECTRIC TANKLESS WATER HEATER

TOTAL BUDGET - \$ 11,800.00

ABOVE PRICE IS VALID FOR THIRTY (30) DAYS



Rogers-Graham & Co.
555 Forest Lake Drive
Altamonte Springs, FL 32714
407-616-6396
ngramham@rgcompanyusa.com

Contractor's Name: L Cobb Construction
Contractor's Address:
Contractor's City, State, Zip:
Contractor's Phone: 863-773-3839
Contractor's Fax:
Project Name & Address: Madison Addition Budget Bid
Email: dcano@lcobbconstruction.com

a. Scope of Work: Rogers-Graham & Co. hereby submits the following specifications and estimates:

The price below is broken down to reflect the work to be performed at the Madison Addition in Wauchula, FL based on the plans submitted on 12/5/2025.

Interior:
Interior gypsum board walls will receive one coat primer and two coats Sherwin Williams Promar 200 or approved equal. We will caulk and paint 13 doors and frames according to the door schedule.

Exterior:
Exterior walls will receive one coat primer and two coats Sherwin Williams A-100 or approved equal according to the exterior elevations.

Included in price is all materials, lifts, and labor during normal business hours.
All paint is based off of supplied schedule.
Price does not include interior trim or baseboards.

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

b. Not Included: This proposal does not include

c. WE PROPOSE to furnish material, equipment and labor in accordance with the above specifications for the sum of:

15,000 dollars

NOTE: This proposal may be withdrawn if not accepted within 30 days from 1/02/2026 date

Respectfully submitted by: Nate Graham
Company Representative

d. WE ACCEPT the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (Contractor)

By:
(Contractor or Contractor's authorized agent) date

Proposal #2352325

L Cobb Construction Inc.
L Cobb Construction
 Ops@cobbsitedevelopment.com
 (863) 773-7209
 401 S 6th Ave
 Wauchula, FL 33873



Proposal # 2352325
 Proposal Date 12/31/2025
 Proposal Amount \$9,663.00
 Job Address 113 N 7th Ave
 Wauchula, FL 33873

Bernies House Painting, LLC
 4686 US Hwy 27 S
 Sebring, FL 33870
 Phone: (863) 304-8937

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
New Construction Exterior New Construction- Exterior	1.00	\$4,818.00	\$4,818.00	\$0.00	\$4,818.00
<ul style="list-style-type: none"> • Caulk all windows, trim and doors with 55 yr caulking • Prime any stucco/masonry/hardie as needed • Apply 2 coats Duration Exterior Satin • Any Exterior doors will be sprayed with SW Emerald Urethane Enamel 					
New Construction Interior New Construction- Interior	1.00	\$4,845.00	\$4,845.00	\$0.00	\$4,845.00
<ul style="list-style-type: none"> • Prime all walls with PVA drywall primer • Apply 2 coats Pro mar 200 eggshell or matte to all walls • Spray all doors/trim SW Emerald Urethane Semi-gloss • Ceilings will be drop ceilings , so there will be no need to paint ceilings 					
New Construction- Additional Items New Construction- Additional items not included in quote -TBD Staining may or may not require additional pricing , Any additional crown, chair-rail, window boxes, columns, etc has not been included in sft price for this project and will be an additional cost at \$3/f or \$3/sf whichever is appropriate (decorative columns \$200 ea)	1.00	\$0.00	\$0.00	\$0.00	\$0.00

Subtotal \$9,663.00
 Tax \$0.00

Total \$9,663.00



Noel Painting of the USA LLC
11627 Marshwood Lane
Fort Myers, FL 33908

Estimate

Date	Number
1/5/2026	260002

PHONE (239) 466-7343 FAX (239) 466-7584

Name / Address	Rep	AF	Job Site	P.O. No.
L COBB CONSTRUCTION BILL JERNIGAN 401 S. 6TH AVE WAUCHULA, FL 33873			L COBB CONSTRUCTION 113 N 7TH AVE WAUCHULA, FL 33873	

Description	Total
<p>In regards to MADISON ADDITION (PLANS DATED 12.05.25), the undersigned proposes to complete all work described below :</p> <p>*INTERIOR PRELIMINARY PAINTING PROPOSAL</p> <p>THIS PROPOSAL IS VALID FOR 30 DAYS</p> <p>This Contract includes all the necessary materials and labor for the following :</p> <p>MATERIALS:</p> <p>All materials used in this Paint Contract shall be as manufactured or distributed by Sherwin Williams and delivered on the job in original sealed containers.</p> <p>The paints herein specified will be enforced as the required product.</p> <p>All materials shall be used according to label directions and applied at package consistency.</p> <p>INTERIOR:</p> <p>- WALLS, DOOR FRAMES, DOORS, TRIM</p> <p>EXCLUSIONS:</p> <p>- EXTERIOR - WATER PROOFING, DAMP PROOFING - FIRE PROOFING, FIRE RETARDANT PAINT - FLOORS, ROOF ACCESS, EXPOSED MECHANICALS/FRAMING</p> <p>**THIS IS A PRELIMINARY PAINT PROPOSAL BASED ON LIMITED PLANS PROVIDED BY BUILDER</p>	<p>13,275.00</p>

	Total	\$13,275.00
--	--------------	-------------

Signature _____

Signature _____

PROPOSAL

JAMESTOWN, INC.

2716 Broadway Center Boulevard Brandon, FL 33510

Phone: 813-328-3193

www.jamestownpainting.com

Contractor: L Cobb Construction Date: 1/5/2026

401 6th Avenue Bid #: B25-03562

Wauchula, FL 33873 Valid For: 90 Days

Attention: Daniel Cano From: Ryan Kelly

Phone: 863-773-3839

Fax: _____ Architect: JMC

Email: dcano@lcobbconstruction.com Addenda: _____

Project: Madison Addition Wauchula BUDGET Specs: _____

Wauchula, FL

Drawings: Complete Set Dated: 12/05/2025

Sections Bidding: Painting

Base Bid: \$12,935.00

Clarifications: Paint drywall walls per Finish Plan

Paint wood doors and frames

Paint exterior stucco

Paint exterior electrical meters

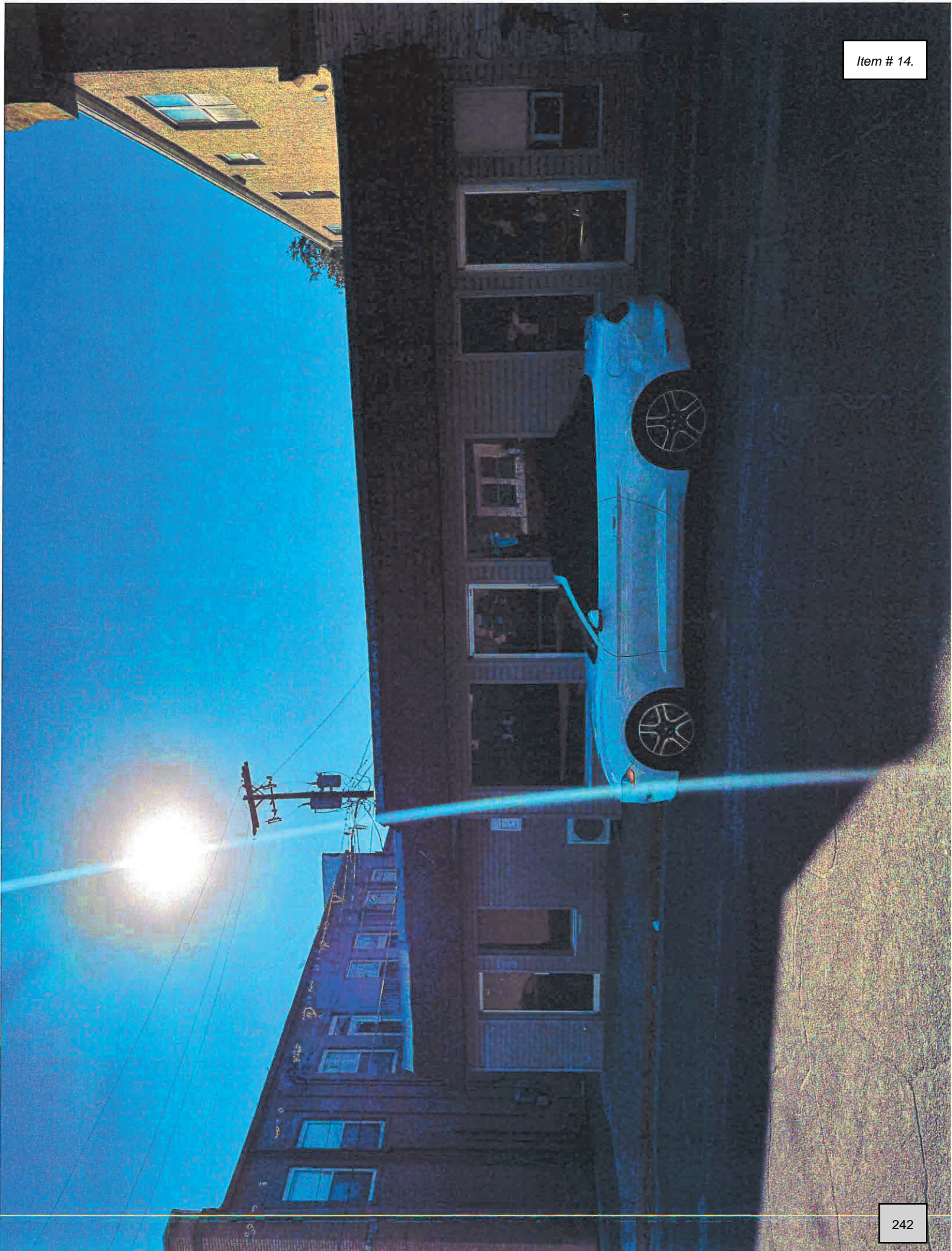
Quoted with budgetary pricing

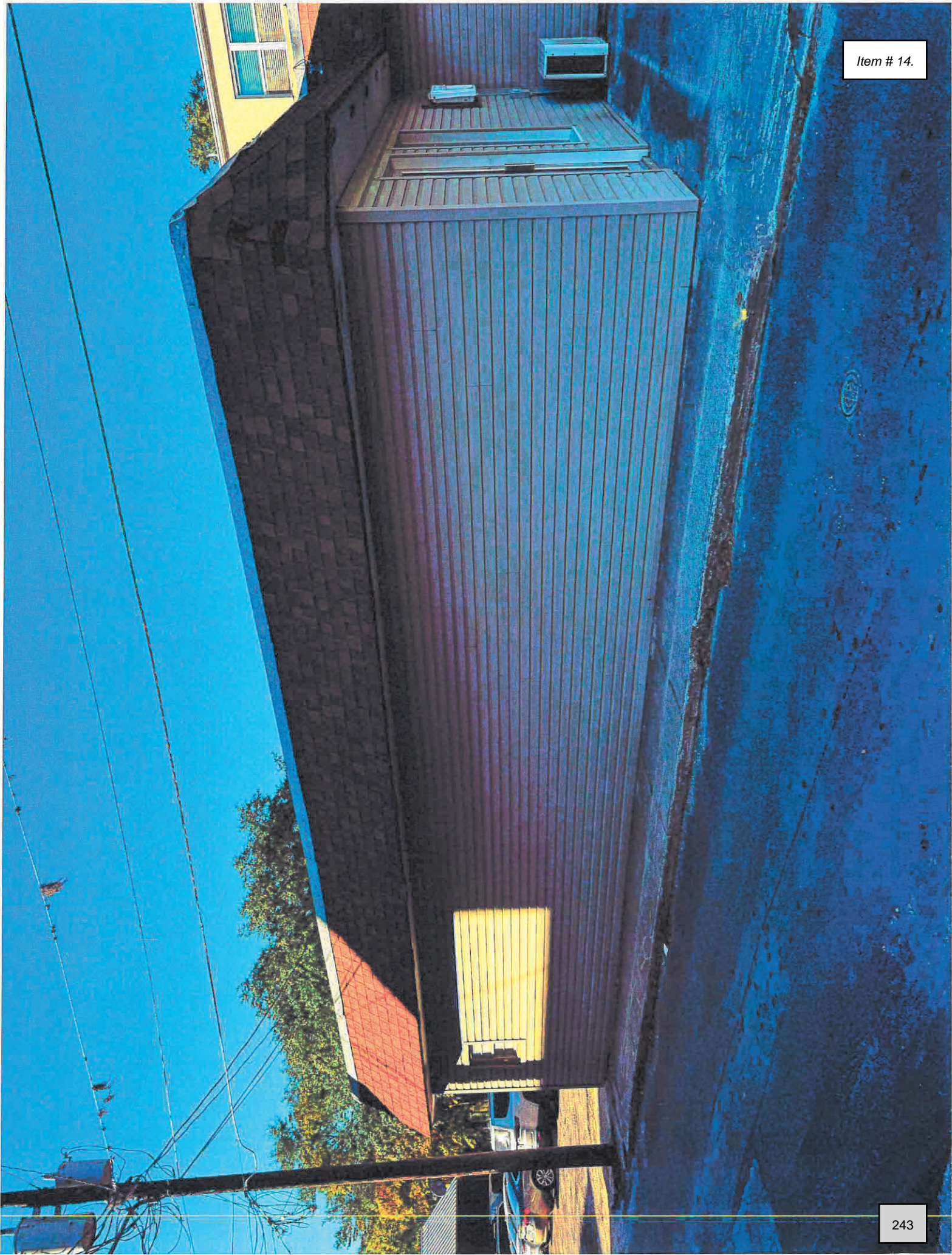
Quote limited to new addition

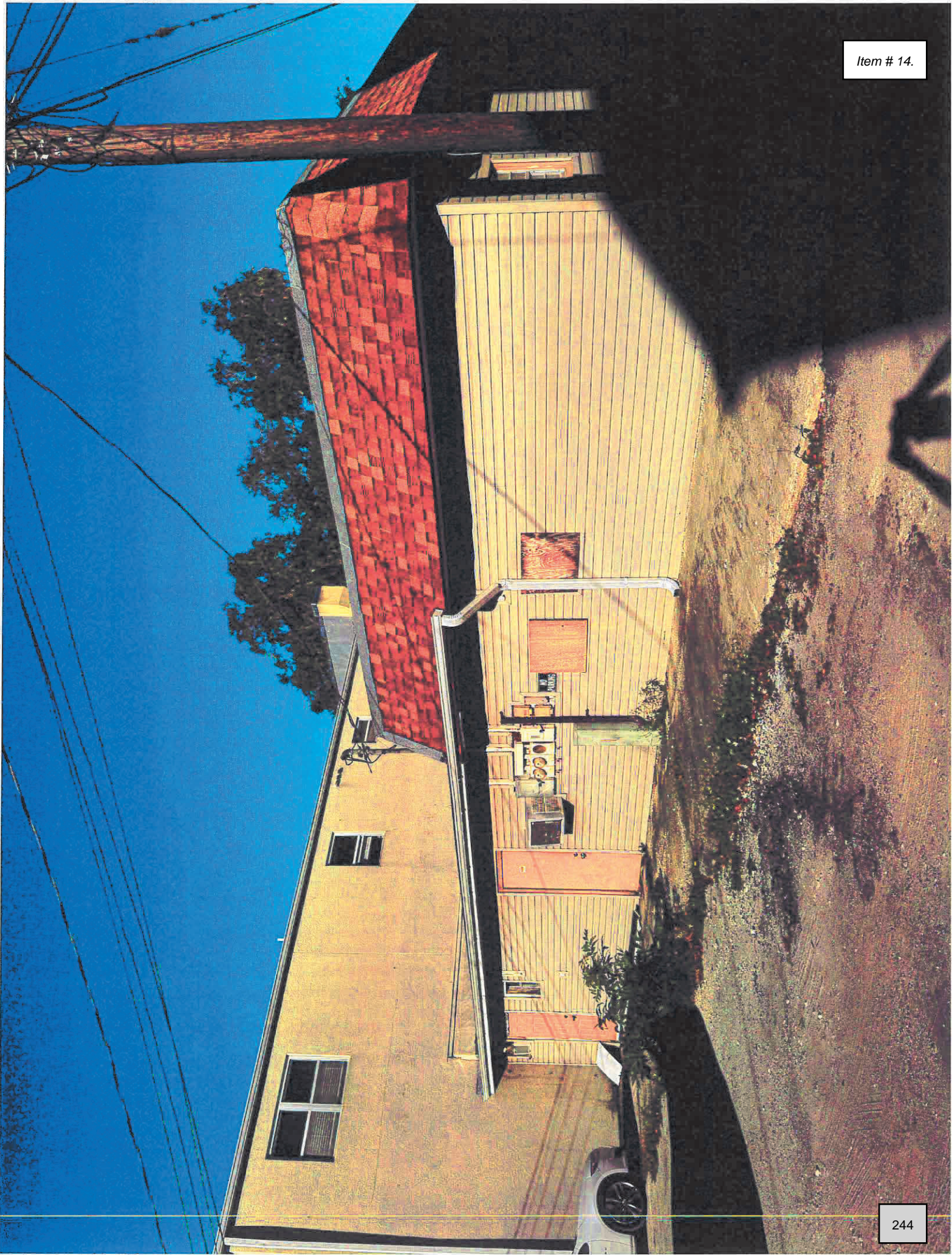
Exclusions: millwork, casework, shelving, storefront, windows, base, floor, ACT/grid, sanitary

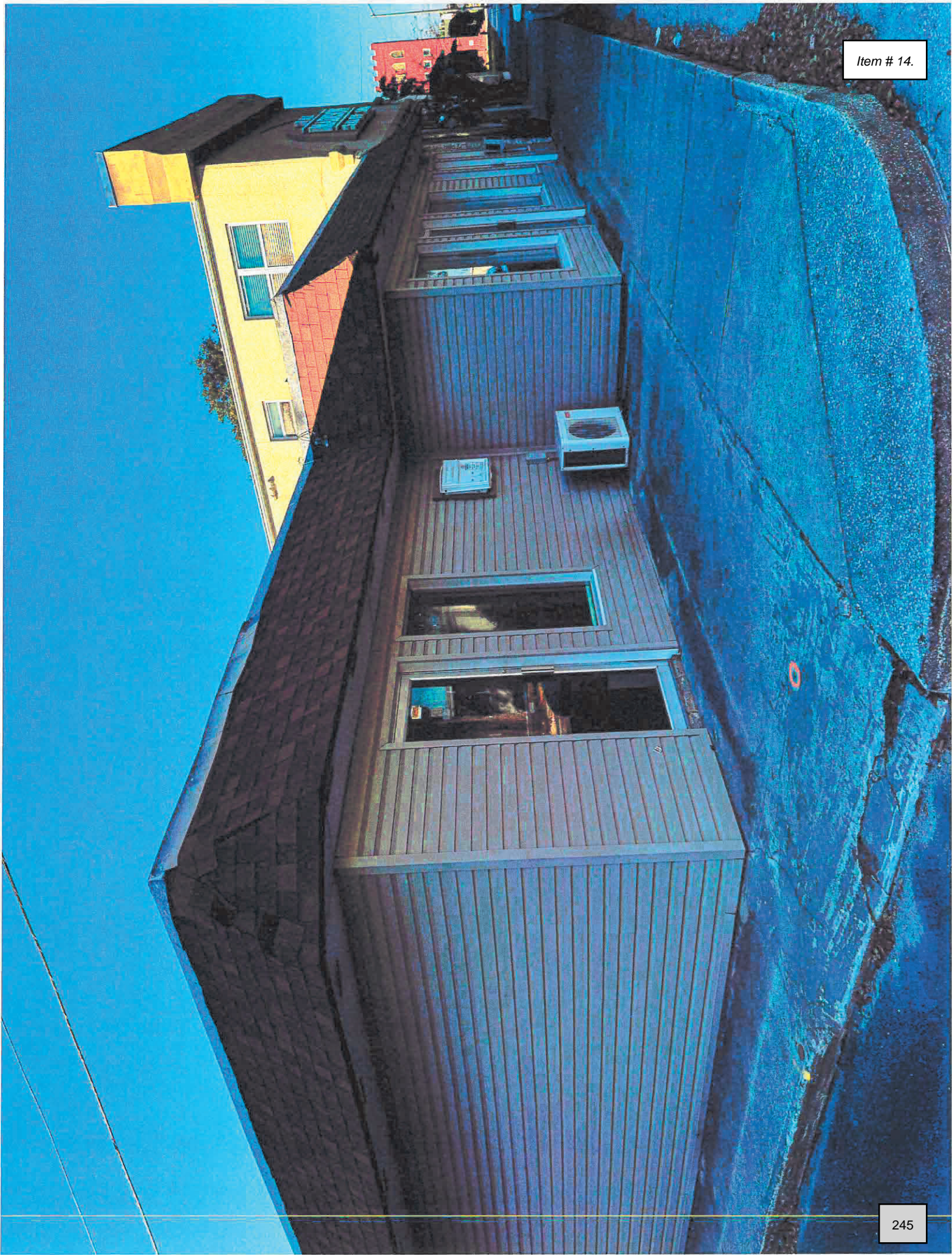
caulking, wallcovering, wall protection, FRP, exterior, lights, tile, aluminium, rooftops,

color coding, PEMB structures and components, and pavement markings

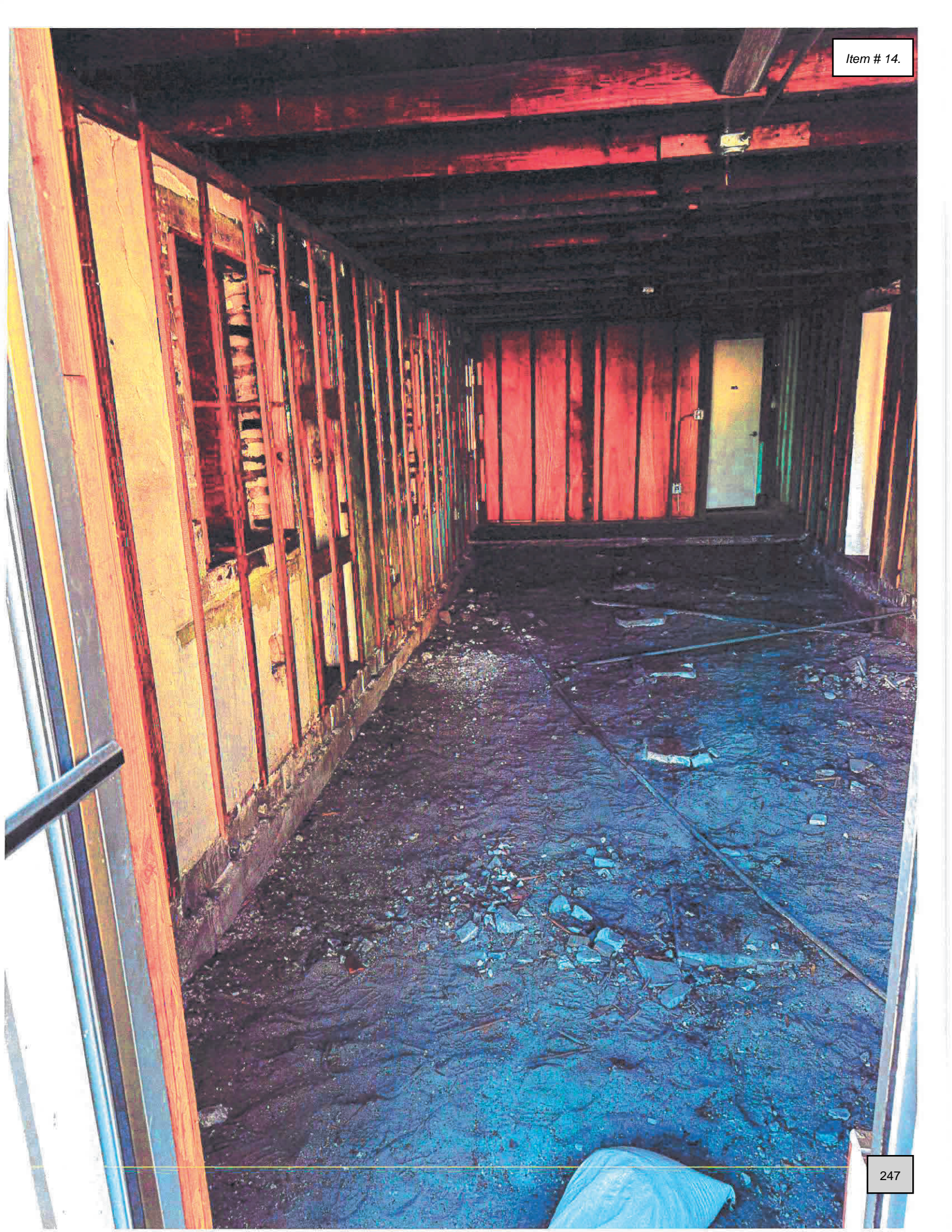






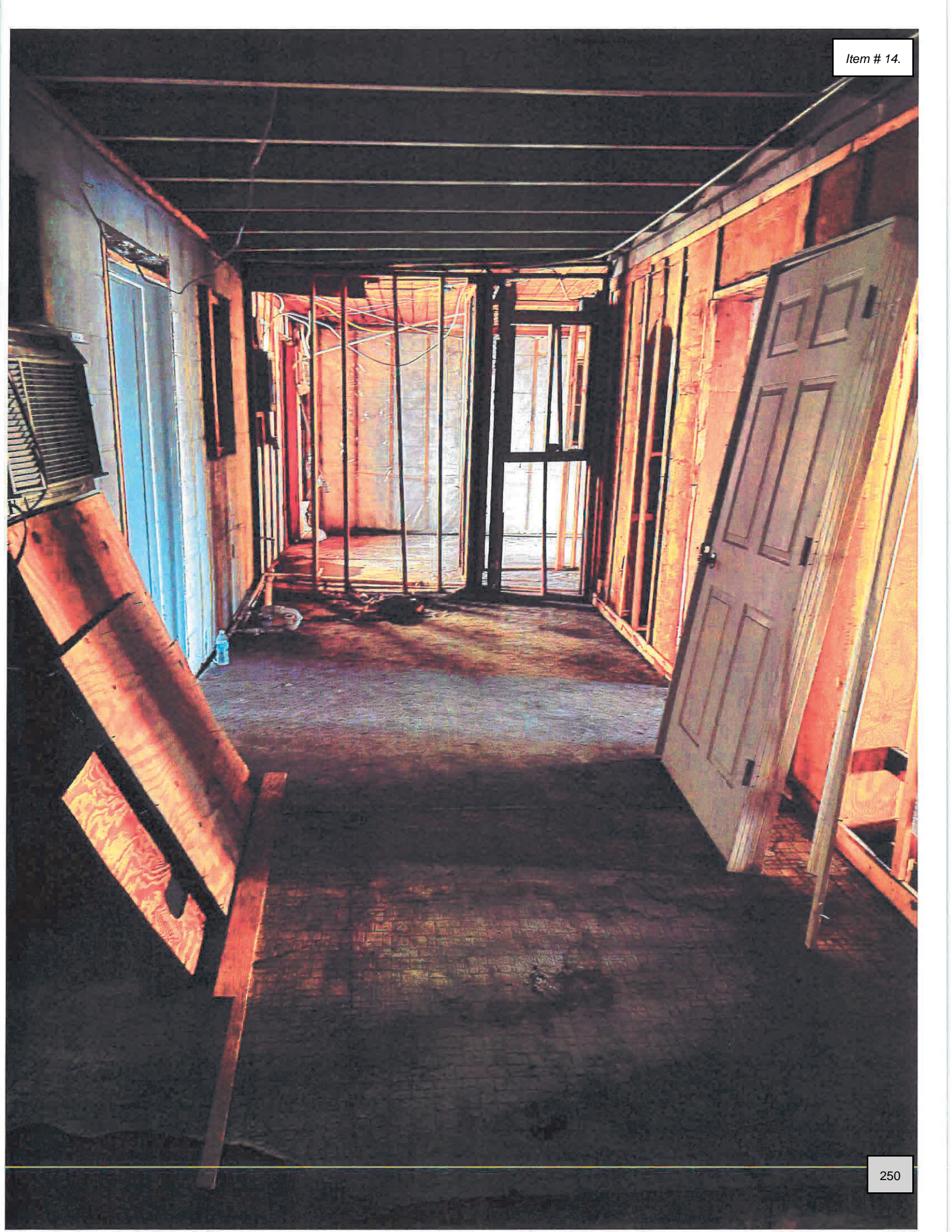


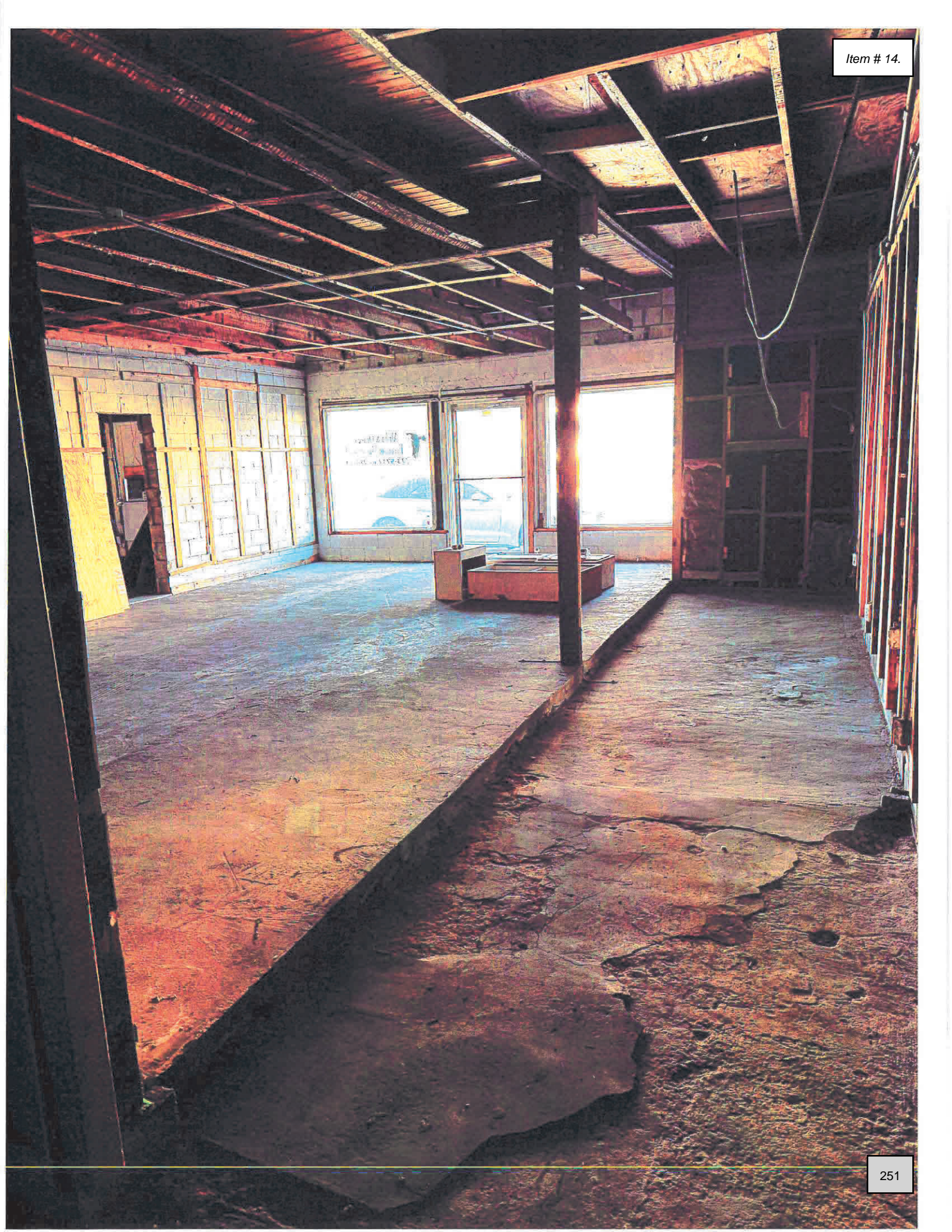


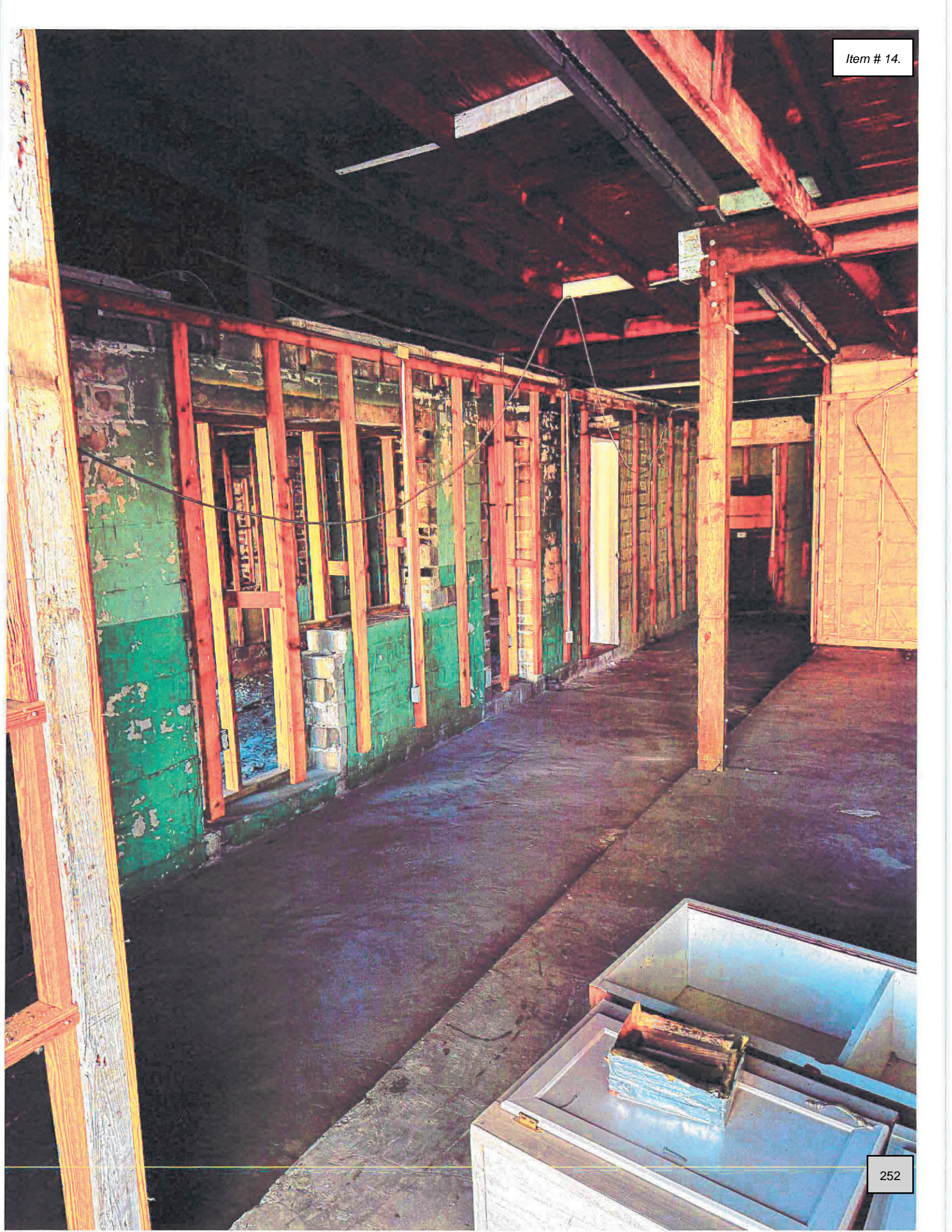








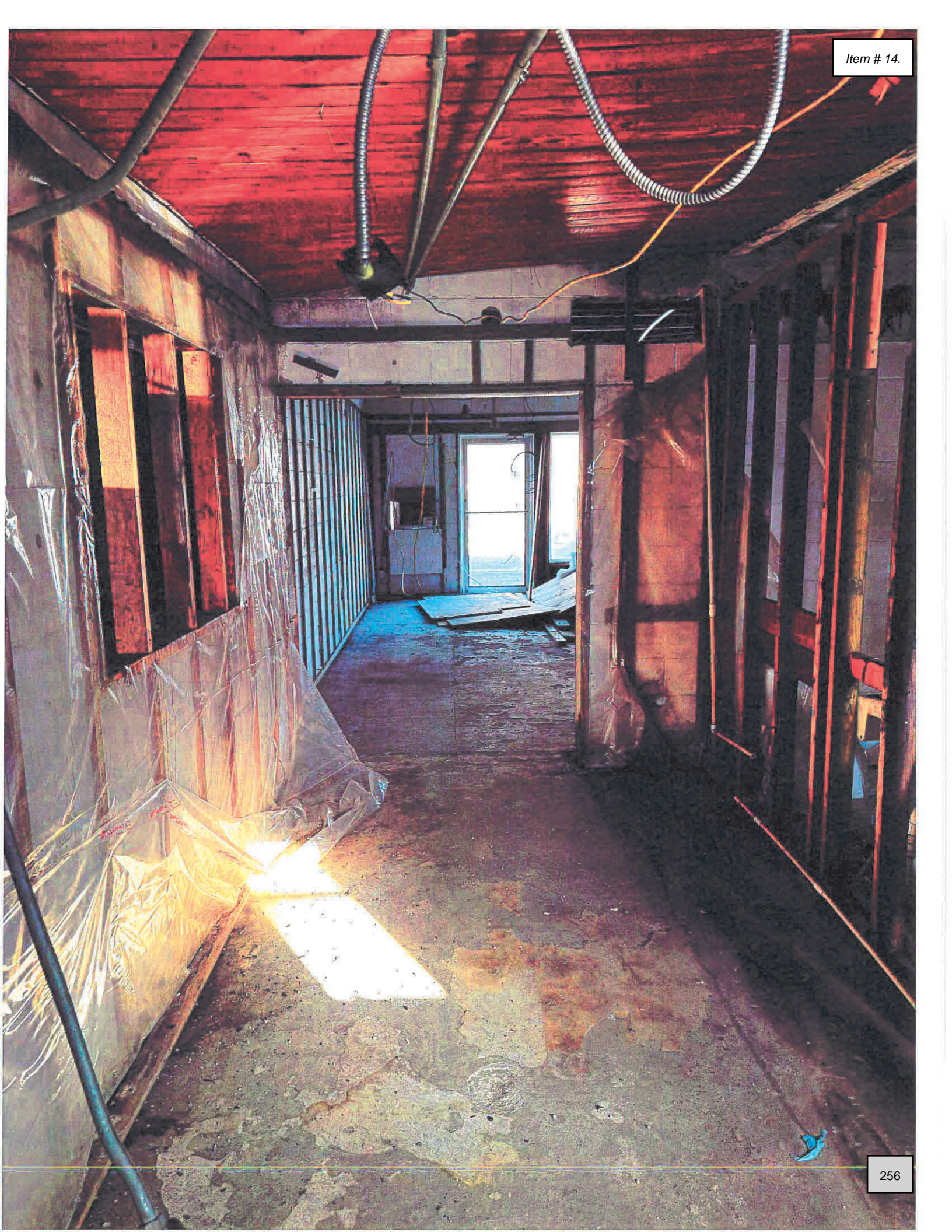


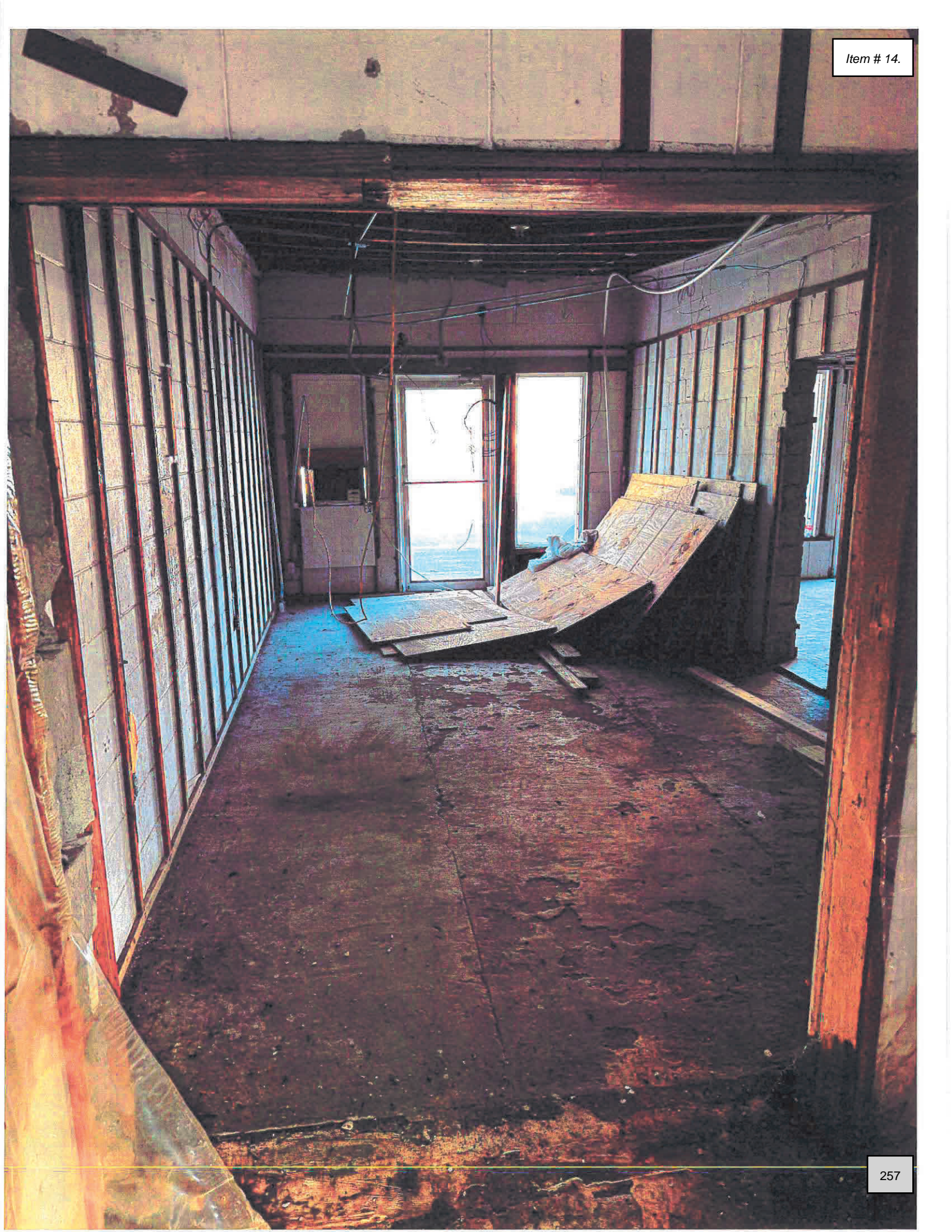




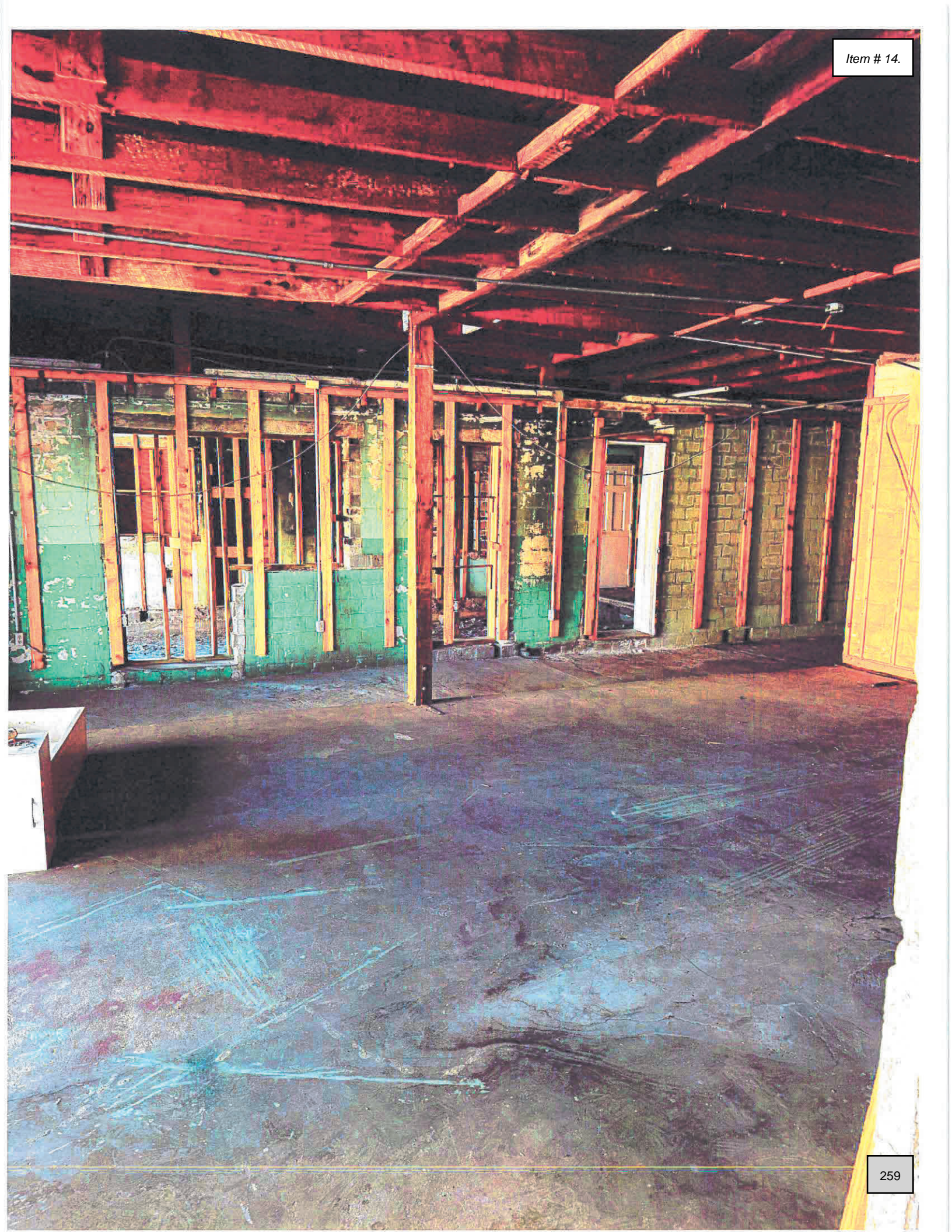






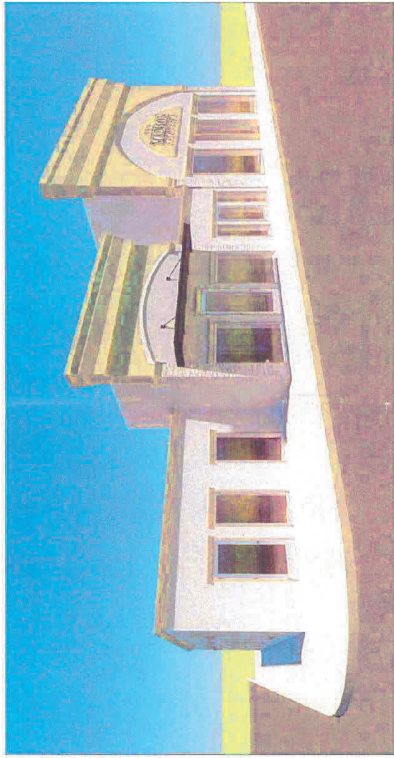






MADISON ADDITION

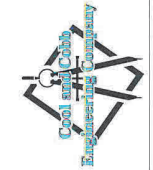
113 N 7TH AVE, WAUCHULA,
FL 33873



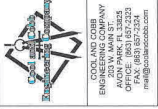
3-D RENDERING FOR ILLUSTRATION PURPOSES ONLY

SHEET INDEX	
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A1.5 REFLECTED CEILING PLAN / DETAILS	
A2.1 ADA REQUIREMENTS	

LOCATION MAP



CIVIL ENGINEER:
COOL AND COBB ENGINEERING COMPANY
JAMES "MASON" COBB, P.E.
FL, LIC. # 78600
203 W. MAIN ST.
AVON PARK, FL 33825
OFFICE: (863) 657-2323



COOL AND COBB
ENGINEERING COMPANY
203 W. MAIN ST.
AVON PARK, FL 33825
PHONE: (863) 657-2323
FAX: (863) 657-2324
WWW.COOLANDCOBB.COM

JAMES "MASON" COBB, P.E.
FL, LIC. # 78600
FLOOR PLAN, 2023

THIS ITEM HAS BEEN
ELECTRONICALLY SIGNED BY
JAMES "MASON" COBB, P.E.
ON 11/09/2023 AT 10:00 AM
USING A DIGITAL SIGNATURE
DEVICE AND APPROVED FOR
ISSUE BY AN APPROVED
OFFICIAL AS REQUIRED BY
SECTION 489.003, F.S.

CLAY COBB
PROJECT
MADISON ADDITION
113th N. 7th AVE.
WAUCHULA, FL 33873

BUILDING AREA

PHASE

REVISIONS

DATE

REV #

DESCRIPTION OF REVISION

DRAWN BY: J.M.C.

CHECKED BY: J.M.C.

SHEET # OF #

JOB # 23

Item # 14.

OCCUPANCY CALCULATIONS

BUSINESS STORAGE 24 S.F. / 150 S.F. = 14 PERSONS
 24 S.F. / 300 S.F. = 1 PERSONS
TOTAL 15 PERSONS

2002 S.F. / 150 S.F. = 14 PERSONS
 24 S.F. / 300 S.F. = 1 PERSONS

EXIT ACCESS TRAVEL DISTANCE: 200 FEET MAXIMUM (PER FLORIDA BUILDING CODE, TABLE 1017.2)
COMMON EXIT/LOE TRAVEL: NOT TO EXCEED 75 FEET. (PER FLORIDA BUILDING CODE, TABLE 1009.2.1)
DEAD-END: 20 FEET MAXIMUM BUSINESS (PER FLORIDA BUILDING CODE 1020.5)

LIFE SAFETY NOTES:
 MAXIMUM TRAVEL DISTANCE = 40'
 MAXIMUM OCCUPANCY = 15 OCCUPANTS
 OCCUPANT COUNT - BASED UPON TABLE 1004.5 - 2023 FLORIDA BUILDING CODE.
 OCCUPANCY CLASSIFICATION: GROUP - B
 CONSTRUCTION TYPE: VB
 NON-SPRINKLED
 FIRE ALARM NOT REQUIRED
 FIRE EXTINGUISHERS MUST MEET SECTION 908 OF THE 2023 FLORIDA BUILDING CODE

FIRE EXTINGUISHER REQUIREMENTS (ORDINARY HAZARD)

CLASS "A" FIRE HAZARDS (NFPA 1, TABLE 13.6.3.3.1.1)	210B 2A, 1L
BUILDING AREA (MAX. AREA PER UNIT OF "A" REQUIRED UNITS OF "A")	2
CLASS "B" FIRE HAZARDS (NFPA 1, TABLE 13.6.3.3.1.1)	3 EXTINGUISHERS PROVIDED
MAX. TRAVEL DISTANCE TO EXTINGUISHER = 40' (10-BC)	

LEGEND

FE	FIRE EXTINGUISHER - 2A/10BC
FEC	FIRE EXTINGUISHER CABINET - 2A/10BC EXTINGUISHER
EL	EMERGENCY LIGHT & BATTERY BACKUP
ELB	EMERGENCY EXIT SIGN w/ EMERGENCY LIGHTS & BATTERY BACKUP
EP	EGRESS TRAVEL PATH

EMERGENCY LIGHT NOTES

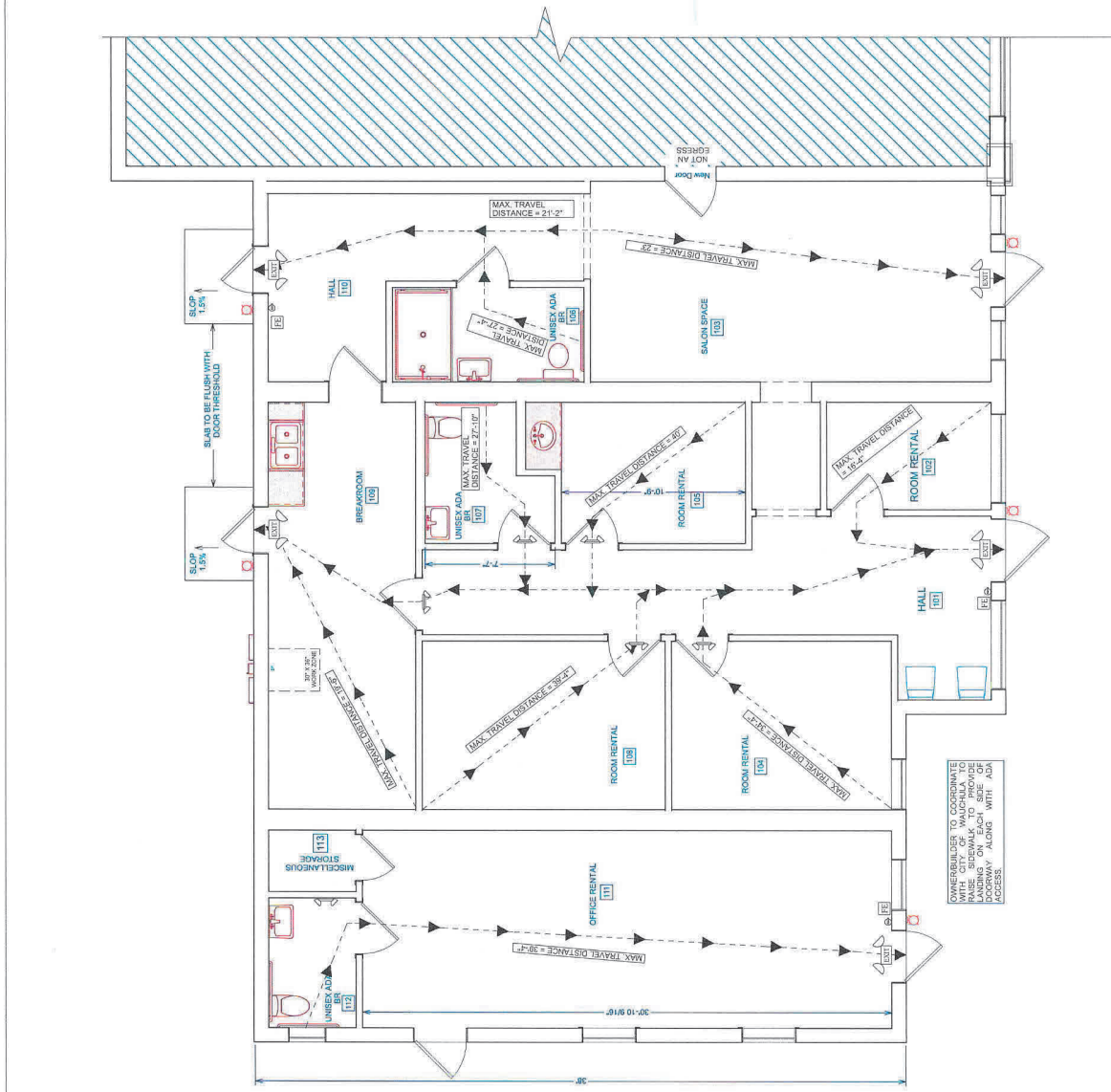
- WHERE MAINTENANCE OF ILLUMINATION DEPENDS ON CHANGING FROM ONE ENERGY SOURCE TO ANOTHER, A DELAY OF NOT MORE THAN 10 SECONDS SHALL BE PERMITTED.
- EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A MINIMUM OF 1 1/2 HOURS IN THE EVENT OF FAILURE OF NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS NOT LESS THAN AN AVERAGE OF 1 FT-CANDLE (10.8 LUX) AND, AT ANY POINT, NOT LESS THAN 0.1 FT-CANDLE (1.1 LUX), MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE MAINTAINED FOR THE ENTIRE DURATION OF THE EMERGENCY. EMERGENCY LIGHTS, AT ANY POINT, NOT LESS THAN 0.06 FT-CANDLE (0.65 LUX) AT THE END OF 1 1/2 HOURS. A MAXIMUM TO MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED.
- NEW EMERGENCY POWER SYSTEMS FOR EMERGENCY LIGHTING SHALL BE AT LEAST TYPE 10, CLASS 1, LEVEL 1, IN ACCORDANCE WITH NFPA 110, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS.
- THE EMERGENCY LIGHTING SYSTEM SHALL BE ARRANGED TO PROVIDE THE REQUIRED ILLUMINATION AUTOMATICALLY IN THE EVENT OF ANY INTERRUPTION OF NORMAL LIGHTING (1) FAILURE OF A PUBLIC UTILITY OR OTHER OUTSIDE ELECTRICAL POWER SUPPLY (2) OPENING OF A CIRCUIT BREAKER OR FUSE (3) MANUAL ACT(S), INCLUDING ACCIDENTAL OPENING OF A SWITCH CONTROLLING NORMAL LIGHTING FACILITIES.
- UNIT EQUIPMENT AND BATTERY SYSTEMS FOR EMERGENCY LUMINARIES SHALL BE LISTED TO ANSI/UL 924, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS.
- EXISTING BATTERY-OPERATED EMERGENCY LIGHTS SHALL USE ONLY RECHARGEABLE TYPES OF BATTERIES. NEW BATTERY-OPERATED EMERGENCY LIGHTS SHALL BE RECHARGEABLE TYPES OF BATTERIES IN PROPERLY CHARGED CONDITION. BATTERIES USED IN SUCH LIGHTS OR UNITS SHALL BE APPROVED FOR THEIR INTENDED USE AND SHALL COMPLY WITH NFPA 70, NATIONAL ELECTRICAL CODE.

CLIENT: CLAY COBB
 PROJECT: MADISON ADDITION
 113th N. 7th AVE.
 WAUCHULA, FL 33873

CONTRACTOR: JAMES MASON COBB, P.E.
 202 W. MAIN ST.
 OFFICE PHONE: (888) 182-2323
 FAX: (888) 992-2324
 info@jamesmasoncobb.com

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY JAMES MASON COBB, P.E. ON 11/06/2024 AT 10:58:00 AM. FOR MORE INFORMATION, CONTACT THE PROJECT MANAGER AT (888) 182-2323.

DATE: 11/06/24
 DRAWN BY: J.M.C.
 CHECKED BY: J.M.C.
 SHEET # 3 OF 3
A1.4
 LIFE SAFETY PLAN



LIFE SAFETY PLAN
 SCALE: 3/16" = 1'-0"

TIF PROGRAM PROJECTION

113 N. 7th Ave Rehab

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES	PROJ TIF YR 1	PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	TOTAL CRA
CITY	\$176.90	\$1,731.30	\$1,476.68	\$1,476.68	\$1,476.68	\$1,476.68	\$1,476.68	\$7,383.40
HC	\$343.58	\$2,376.00	\$1,930.80	\$1,930.80	\$1,930.80	\$1,930.80	\$1,930.80	\$9,654.00
TOTAL COLLECTED			\$3,407.48	\$3,407.48	\$3,407.48	\$3,407.48	\$3,407.48	\$17,037.40
TOTAL PAID TO PROJ @ 75%			\$2,555.61	\$2,555.61	\$2,555.61	\$2,555.61	\$2,555.61	\$12,778.05
TOTAL REMAINING IN CRA FUND			\$851.87	\$851.87	\$851.87	\$851.87	\$851.87	\$4,259.35

1997 taxable value - \$35,239
 Current taxable value - \$120,200
 Post Const taxable value - \$300,000

Applicant Name: Clay Cobb

Mailing Address: 1231 Kelly Ct, Wauchula, FL 33873

Business Name: The Madison Salon Addition

Property Owner Name: Clay Cobb

Property Address: 113 N 7th Ave, Wauchula, FL. 33873

Applicants Phone Number: (863)-781-0702 Email: clay@lcbconstruction.com

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Process section of the Information and Application packet.

I acknowledge that I have read and understand the program details and requirements.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the award will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

Print Name of Applicant Clay Cobb Applicant Signature  Date _____

Print Name of Property Owner Clay Cobb Property Owner Signature  Date _____

Staff Notes: _____



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Wauchula Community Redevelopment Agency
Commercial Revitalization Program

01/05/2025

The intent of this project is to restore and improve an existing vacant building located at 113 N 7th Avenue in Wauchula, FL 33873. This project will entail exterior and interior renovations to enhance the design of the existing structure. Interior framing will be completed to modify the layout for more efficient use followed by the necessary mechanical, electrical, plumbing, and finishes as needed. On the exterior, there will be stucco repairs, parapet walls built out and roofing work along with an awning placed at the front entrance. Windows and exterior renovations will be designed to match the existing Madison Salon for aesthetics and to beautify the building on Main Street Wauchula.

Project Location: 113 N 7th Avenue, Wauchula, FL 33873
2025 Just (Market) Value: \$120,200.00
Estimated Construction Cost: \$ +/- 375,000.00

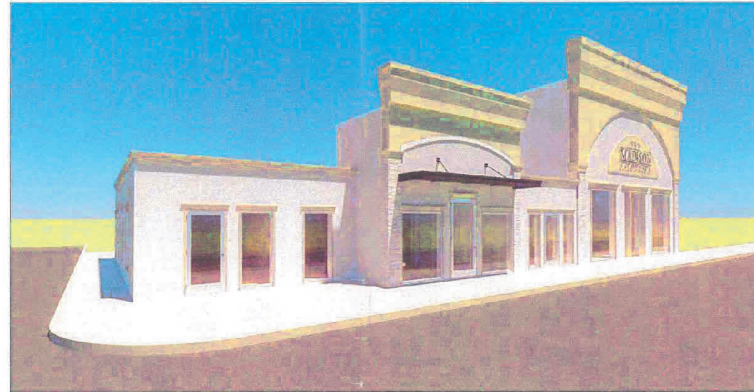
Thank you,

Clay Cobb

Clay Cobb

MADISON ADDITION

113 N 7TH AVE, WAUCHULA,
FL 33873



3-D RENDERING FOR ILLUSTRATION PURPOSES ONLY

SHEET INDEX	
CS	COVER SHEET
A1.0	GENERAL NOTES
A1.1	EXISTING CONDITIONS
A1.2	FLOOR PLAN
A1.3	ELEVATIONS
A1.4	LIFE SAFETY PLAN
A1.5	REFLECTED CEILING PLAN / DETAILS
A&1	ADA REQUIREMENTS

LOCATION MAP



CIVIL ENGINEER:
COOL AND COBB ENGINEERING COMPANY
JAMES "MASON" COBB, P.E.
FL. LIC. # 78600
203 W. MAIN ST.
AVON PARK, FL 33825
OFFICE: (863) 657-2323



COOL AND COBB
ENGINEERING COMPANY
203 W. MAIN ST.
AVON PARK, FL 33825
OFFICE: (863) 657-2323
FAX: (863) 657-2324
mail@coolandcobb.com

SEAL

JAMES "MASON" COBB, P.E.
License No. 78600
Friday, December 5, 2025

THIS ITEM HAS BEEN
ELECTRONICALLY SIGNED BY
JAMES "MASON" COBB, P.E.
ON BEHALF OF COBB & COBB, P.C.
USING A DIGITAL SIGNATURE
INFORMATION OF THIS DOCUMENT
AND NOT COMPLETED, SIGNED AND
SEALING AND NOT BEING THE BEST COPY
WHETHER ON ANY ELECTRONIC COPIES

CONTRACTOR

CLIENT
CLAY COBB
PROJECT
MADISON ADDITION
113th N. 7th AVE.
WAUCHULA, FL 33873

BUILDING AREA

PHASE

REVISIONS

DATE	REV #	DESCRIPTION OF REVISION

DRAWN BY: YD.
CHECKED BY: J.M.C.
SHEET # 1 OF 3

CS

JOB #: 25-121-149

FACILITY DESCRIPTION:

ONE STORY COMMERCIAL BUILDING.

APPLICABLE CODES

2023 FLORIDA BUILDING CODE, EIGHTH ED.
 2023 FLORIDA BUILDING CODE, PLUMBING, EIGHTH ED.
 2023 FLORIDA BUILDING CODE, MECHANICAL, EIGHTH ED.
 2023 FLORIDA BUILDING CODE, ACCESSIBILITY, EIGHTH ED.
 2023 FLORIDA BUILDING CODE, ENERGY CONSERVATION, EIGHTH ED.
 NFPA 70 - NATIONAL ELECTRIC CODE, 2023 ED.
 NFPA 101 - LIFE SAFETY CODE 101, 2024 ED.
 2023 FLORIDA FIRE PREVENTION CODE - 8TH ED.
 EXISTING BUILDING CODE - ALTERATION LEVEL 2

BUILDING AREA

BUILDING AREA: 2,106 S.F.
 TOTAL 2,106 S.F.

BUILDING DESIGN CRITERIA

- ULTIMATE DESIGN WIND SPEED: 140 MPH ULTIMATE WIND SPEED, EXPOSURE C
- ASD NOMINAL DESIGN WIND SPEED: 109 MPH- PER FLORIDA BUILDING CODE TABLE 1609.3.1
- BUILDING RISK CATEGORY: CATEGORY II - PER FLORIDA BUILDING CODE TABLE 1604.5
- BUILDING CONSTRUCTION TYPE: TYPE VB - PER FLORIDA BUILDING CODE 602.2
- WINDBORNE DEBRIS REGION: NO
- INTERIOR PRESSURES:
- THRESHOLD BUILDING: NO
- ROOF: 20 PSF LIVE LOAD
10 PSF DEAD LOAD
- FLOOR: 50 PSF LIVE LOAD-OFFICE
100 PSF LIVE LOAD-STORAGE
150 PCF DEAD LOAD

GENERAL NOTES

- ELEVATION +0.00' IN DRAWINGS ARE AN ASSUMED BASE ELEVATION FOR THESE DRAWINGS ONLY. CIVIL ENGINEERING DRAWINGS SHALL PREVAIL OVER THESE DRAWINGS.
- DIMENSIONS ARE SHOWN TO FACE OF FINISHES, UNLESS OTHERWISE INDICATED OR SHOWN.
- DO NOT SCALE REPRODUCED DRAWINGS. CONSULT WITH ENGINEER FOR CLARIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING THIS PROJECT IN ACCORDANCE WITH CONTRACT DOCUMENTS, UNLESS OTHERWISE NOTIFIED IN WRITING BY THE ENGINEER.
- ALL WORK SHALL BE IN COMPLIANCE WITH THE CURRENT VERSION OF ALL APPLICABLE CODES AT THE TIME OF BUILDING DEPARTMENT APPROVAL AND THE AMERICAN WITH DISABILITIES ACT. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DEFICIENCIES PRIOR TO THE COMPLETION OF WORK.
- CONTRACTOR SHALL PROVIDE PROTECTION OF THE PUBLIC AND PROPERTY NECESSARY PER ALL APPLICABLE REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE JURISDICTION AND STATE AND ANY OTHER AUTHORITIES AFFECTED FOR PUBLIC PROTECTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES, OTHER NONVISIBLE UTILITIES AND STRUCTURES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND / OR EXTRACTED FROM RECORDS MADE AVAILABLE BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE APPROXIMATELY SHOWN. THE ACTUAL, NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE EXISTENCE AND ACTUAL LOCATION OF SUCH, WHETHER SHOWN HEREON OR NOT, PRIOR TO ANY EXCAVATION. ANY DAMAGES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
- THIS OFFICE SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, AND DEFECT DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THIS OFFICE BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK. REASONABLE TIME NOT ALLOWED THIS OFFICE TO CORRECT THE DEFECT SHALL PLACE THE BURDEN OF COST AND LIABILITY FROM SUCH DEFECT UPON THE CONTRACTOR.
- COOL AND COBB IS NOT RESPONSIBLE FOR THE ELECTRICAL DESIGN OF SYSTEM. ELECTRICAL CONTRACTOR TO PROVIDE HIGHER OWN RISER DIAGRAM, PANEL SCHEDULE, AND LOAD CALCULATIONS.
- COOL AND COBB IS NOT RESPONSIBLE FOR THE MECHANICAL DESIGN OF THE STRUCTURE. MECHANICAL CONTRACTOR TO PROVIDE HIGHER OWN ENERGY FROM CALCULATIONS, DUCT SITES, AND DUCT LOCATIONS.
- COOL AND COBB IS NOT RESPONSIBLE FOR THE SEWER DESIGN. PLUMBING CONTRACTOR TO PROVIDE WATER SUPPLY AND SEWER FIXTURE CALCULATIONS AND SIZING ALONG WITH SEWER AND SUPPLY RISER DIAGRAMS.
- ALL EXTERIOR JOINTS IN THE BUILDING ENVELOPE THAT ARE POTENTIAL SOURCES OF WATER SHALL BE CALKED, GASKETED, WEATHER-STRIPPED OR OTHERWISE SEALED. REFER TO DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- PROVIDE APPROPRIATE INSULATING MATERIAL AS REQUIRED TO METALS IN CONTACT WITH DISSIMILAR METALS OR IN CONTACT WITH CEMENT BASED MATERIALS TO AVOID GALVANIC ACTION OR CORROSION.
- ALL WOOD BLOCKING AND NAILERS ARE TO BE PRESSURE-TREATED.
- REFER TO AND COORDINATE WORK WITH ENTIRE SET OF DRAWINGS.

DESIGN CRITERIA-CLASSIFICATION AND LIMITATIONS:

OCCUPANCY: FLORIDA BUILDING CODE:

BUSINESS BUSINESS, GROUP B (SECTION 304.1)

OCCUPANT LOADS FLORIDA BUILDING CODE (TABLE 1004.5)

BUSINESS 150 GROSS S.F. PER PERSON
 STORAGE 300 GROSS S.F. PER PERSON

TYPE VB, BUSINESS B, ALLOWABLE FLOOR AREAS AND HEIGHTS: (TABLE 504.3, 504.4 & 506.2)

MAXIMUM BUILDING HEIGHT = 40'-0" ACTUAL BUILDING HEIGHT = 19'-6"
 MAXIMUM NUMBER OF STORIES = 1 ACTUAL NUMBER OF STORIES = 1
 MAXIMUM BUILDING AREA = 9000 S.F. ACTUAL BUILDING AREA = 2106 S.F.

OCCUPANCY CHART				
Occupancy Type	Area	Load Factor	Occupancy	
1 BUSINESS	2,082	150	GROSS	14
2 STORAGE/MECHANICAL	24	300	GROSS	1
			Total Occupancy:	15

MEANS OF EGRESS DESIGN CRITERIA

- NUMBER OF EXITS AND SIGNAGE: PER FLORIDA BUILDING CODE, SECTION 1006.2.1 AND TABLE 1006.3.2
- MINIMUM REQUIRED: 2 EXITS PROVIDED: 5 EXITS
- PER FLORIDA BUILDING CODE, SECTION 1013.1 EXIT SIGNS ARE REQUIRED AT EACH EXIT DOOR
- EXIT ACCESS TRAVEL DISTANCE: 200 FEET MAXIMUM BUSINESS (PER FLORIDA BUILDING CODE, TABLE 1017.2)
- COMMON PATH OF TRAVEL: 100 FEET MAXIMUM BUSINESS (PER FLORIDA BUILDING CODE, TABLE 1006.2.1)
- DEAD END: 50 FEET MAXIMUM BUSINESS (PER FLORIDA BUILDING CODE 1020.5)
- MINIMUM CLEAR WIDTH: 0.2 INCH PER OCCUPANT (PER FLORIDA BUILDING CODE 1005.3.2)
- MINIMUM DOOR OPENING WIDTH: 32 INCHES (PER FLORIDA BUILDING CODE, TABLE 1010.1.1)
- MINIMUM EXIT AISLE/CORRIDOR WIDTH: 44 INCHES (PER FLORIDA BUILDING CODE, TABLE 1020.3)

LIFE SAFETY DESIGN CRITERIA-FIRE RESISTANCE RATINGS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALL PER FBC TABLE 706.5: X<30' - 0 HOURS

FIRE-RESISTANCE RATING FOR BUILDING ELEMENTS

	FLORIDA BUILDING CODE (TABLE 601)	NFPA 101 (TABLE A8.2.1.2)
STRUCTURAL FRAME:	0 HOURS	0 HOURS
EXTERIOR BEARING WALL:	0 HOURS	0 HOURS
INTERIOR BEARING WALL:	0 HOURS	0 HOURS
NON-BEARING WALL:	0 HOURS	0 HOURS
FLOOR CONSTRUCTION:	0 HOURS	0 HOURS
ROOF CONSTRUCTION:	0 HOURS	0 HOURS

FINISH CLASSIFICATIONS (FBC TABLE 803.11, NONSPRINKLERED):

1. EXIT ENCLOSURES AND PASSAGEWAYS: STORAGE- CLASS B
 2. CORRIDORS: STORAGE- CLASS B
 3. ROOM AND ENCLOSED SPACES: STORAGE- CLASS C

FIRE PROTECTION SYSTEMS:

1. FIRE SPRINKLERS: NOT REQUIRED PER FBC 903.2
 2. FIRE ALARM: NOT REQUIRED PER FBC 907.2.2
 3. STANDPIPE SYSTEM: NOT REQUIRED PER FBC 905
 4. PORTABLE FIRE EXTINGUISHER: REQUIRED PER FBC 906.1. REFER TO FIRE EXTINGUISHER CALCULATIONS IN LIFE SAFETY PLAN
 5. DRAFT STOPPING: REQUIRED PER FBC 718.3

PLUMBING FIXTURE COUNT

Code	CLASSIFICATION	OCCUPANCY	WATER CLOSETS		LAVATORIES		BATHTUBS/SHOWERS	DRINKING FOUNTAIN	OTHER
			MALE	FEMALE	MALE	FEMALE			
Required	BUSINESS	B	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80			1 per 100	1 Service Sink (g)	
Provided	BUSINESS	B	3	3			--	--	

a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the Florida Building Code, Building.

b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.

c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent sleeping units shall be permitted where each room is provided with direct access from each adjacent sleeping unit and with provisions for privacy.

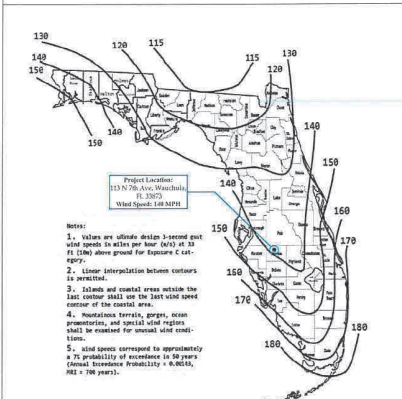
d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of restrooms required.

e. The minimum number of required drinking fountains shall comply with table 408.3 and the Florida Building Code, Accessibility.

f. Drinking fountains are not required for an occupant load of 15 or fewer.

g. For business and mercantile occupancies with an occupant load of 15 or fewer, service sinks shall not be required.

WIND MAP - RISK CATEGORY III



WIND MAP - CATEGORY II

	DOOR NUMBER
	WINDOW NUMBER
	KEY NOTE (APPLIES TO SHEET ONLY)
	ROOM NUMBER
	LOCATION INDICATOR
	ELEVATION MARKER
	ELEVATION
	LOCATION INDICATOR
	BUILDING ELEVATION
	SHEET NUMBER
	ELEVATION NUMBER
	BUILDING SECTION
	SHEET NUMBER
	DETAIL NUMBER
	DETAIL SECTION
	SHEET NUMBER



COOL AND COBB
 ENGINEERING COMPANY
 203 W. MARK ST
 AVON PARK, FL 33825
 OFFICE: (883) 697-2323
 FAX: (883) 697-2324
 mail@coolandcobb.com

JAMES "MASON" COBB, P.E.
 License No. 78600
 Friday, December 6, 2025

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY JAMES "MASON" COBB, P.E. ON 06/04/2025 AT 12:28 PM USING A DIGITAL SIGNATURE.

CONTRACTOR

CLIENT
 CLAY COBB
 PROJECT
 MADISON ADDITION
 1134th N. 7th AVE.
 WAUCHULA, FL 33873

BUILDING AREA

PHASE

DATE	REV #	DESCRIPTION OF REVISION

DRAWN BY: YD.
 CHECKED BY: J.M.C.
 SHEET # 02 OF 3

A1.0
 GENERAL NOTES

JOB #: 25-124-1499



COOL AND COBB
ENGINEERING COMPANY
203 W. MAIN ST
AVON PARK, FL 33825
OFFICE: (863) 657-2323
FAX: (863) 657-2324
mail@coolandcobb.com

SEAL

JAMES "MASON" COBB, P.E.
License No. 76603
Friday, December 5, 2025

THIS ITEM HAS BEEN
ELECTRONICALLY SIGNED BY
JAMES "MASON" COBB, P.E.
ON AND AFTER 12/5/25
USING A DIGITAL SIGNATURE
DEVICE. COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED UNLESS THE SIGNATURE IS
VERIFIED ON ANY ELECTRONIC COPY.

CONTRACTOR

CLIENT
CLAY COBB
SUBJECT
MADISON ADDITION
1134th N. 7th AVE
WAUCHULA, FL 33873

BUILDING AREA

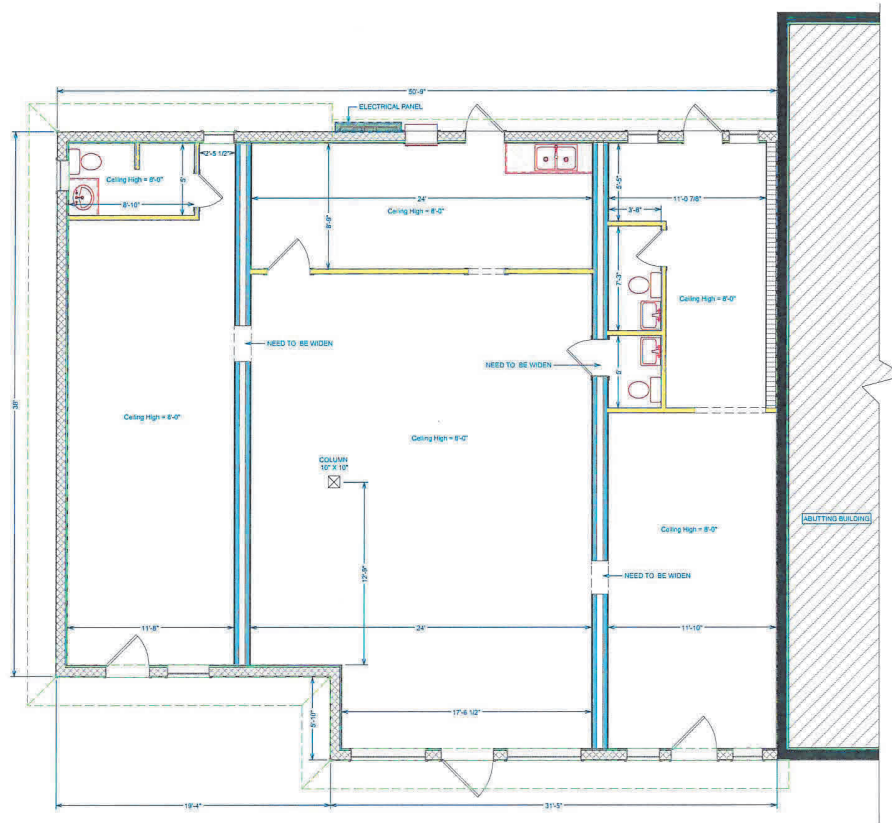
PHASE

REVISION	DATE	REV #	DESCRIPTION OF REVISION

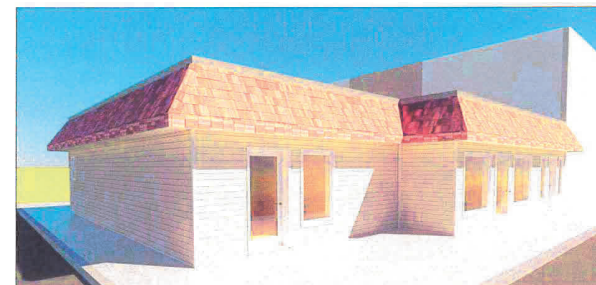
DRAWN BY: Y.D.
CHECKED BY: J.M.C.

SHEET # 3 OF 3

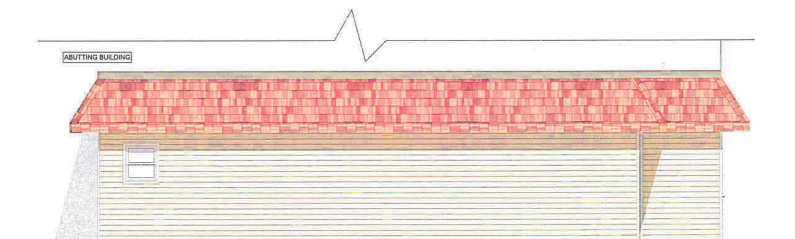
A1.1
EXISTING
CONDITIONS
FLOOR PLAN
JOB #: 25-124-1459



EXISTING CONDITIONS
SCALE: 1/4" = 1'-0"



EXISTING 3D FRONT VIEW



EXISTING LEFT ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING FRONT ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING REAR ELEVATION
SCALE: 1/4" = 1'-0"



COOL AND COBB
ENGINEERING COMPANY
203 W. MAIN ST
AVON PARK, FL 33825
OFFICE (888) 837-2323
FAX (888) 657-2324
mcc@coolandcobb.com

SEAL

JAMES "MASON" COBB, P.E.
License No. 78603
Friday, December 5, 2025

THIS ITEM HAS BEEN
ELECTRONICALLY SIGNED BY
JAMES "MASON" COBB, P.E.
ON FRIDAY, DECEMBER 5, 2025
USING A DIGITAL SIGNATURE
DEVICE. COPIES OF THIS DOCUMENT
AND NOT CONSIDERED A LEGAL
DRAWING UNLESS THE ORIGINAL
DRAWING OR AN ELECTRONIC COPY IS
PRESENT.

CONTRACTOR

CLIENT
CLAY COBB
PROJECT
MADISON ADDITION
113th N, 7th AVE.
WAUCHULA, FL 33873

BUILDING AREA

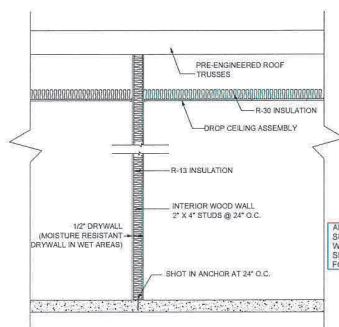
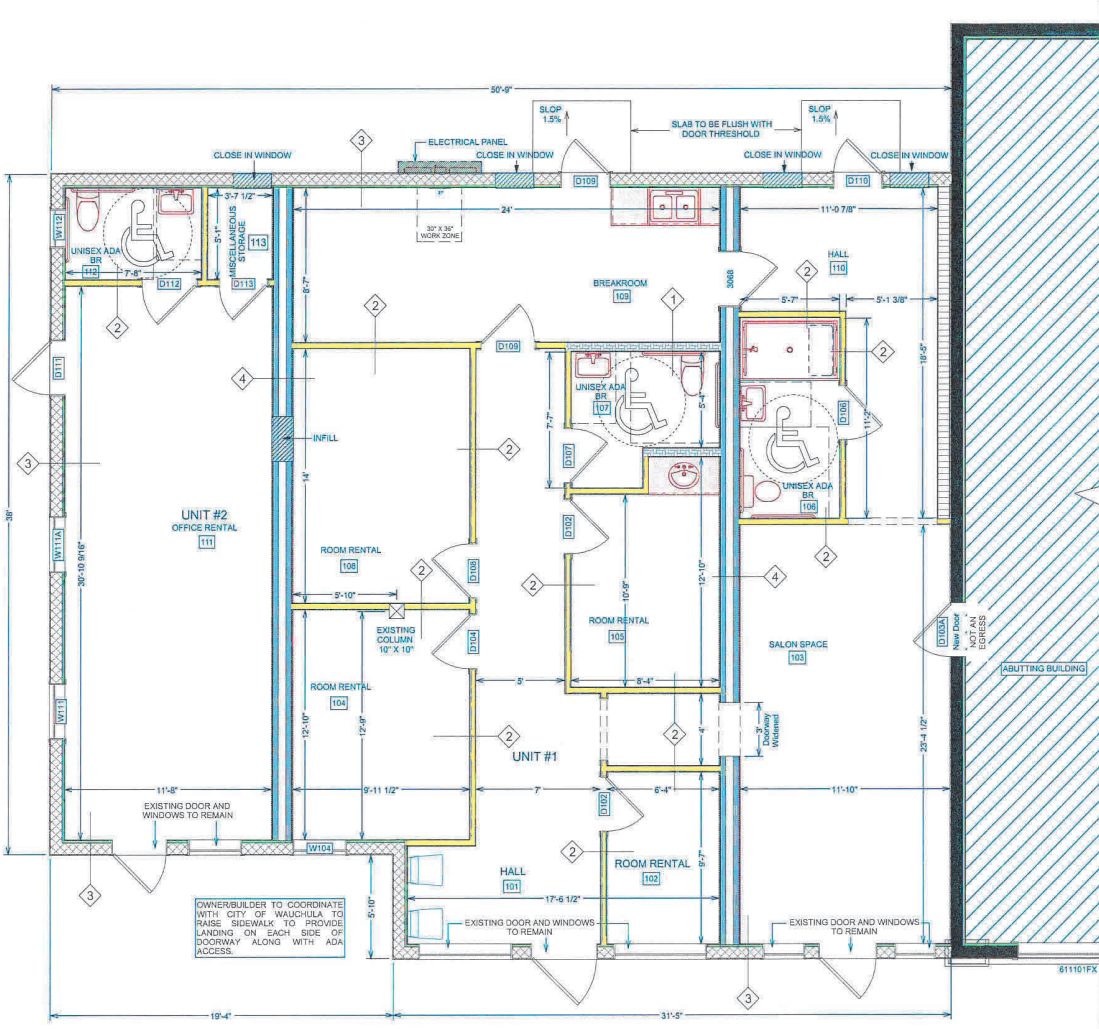
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REVISIONS

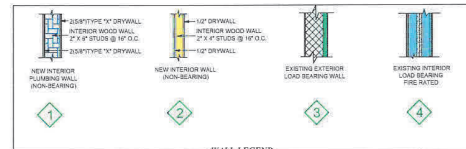
DATE	REV #	DESCRIPTION OF REVISION

DRAWN BY: YD.
CHECKED BY: J.M.C.
SHEET # 4 OF 8

A1.2
FLOOR
PLAN



TYP. INTERIOR NO LOAD
BEARING PARTITION
SCALE: 1/2" = 1'-0"



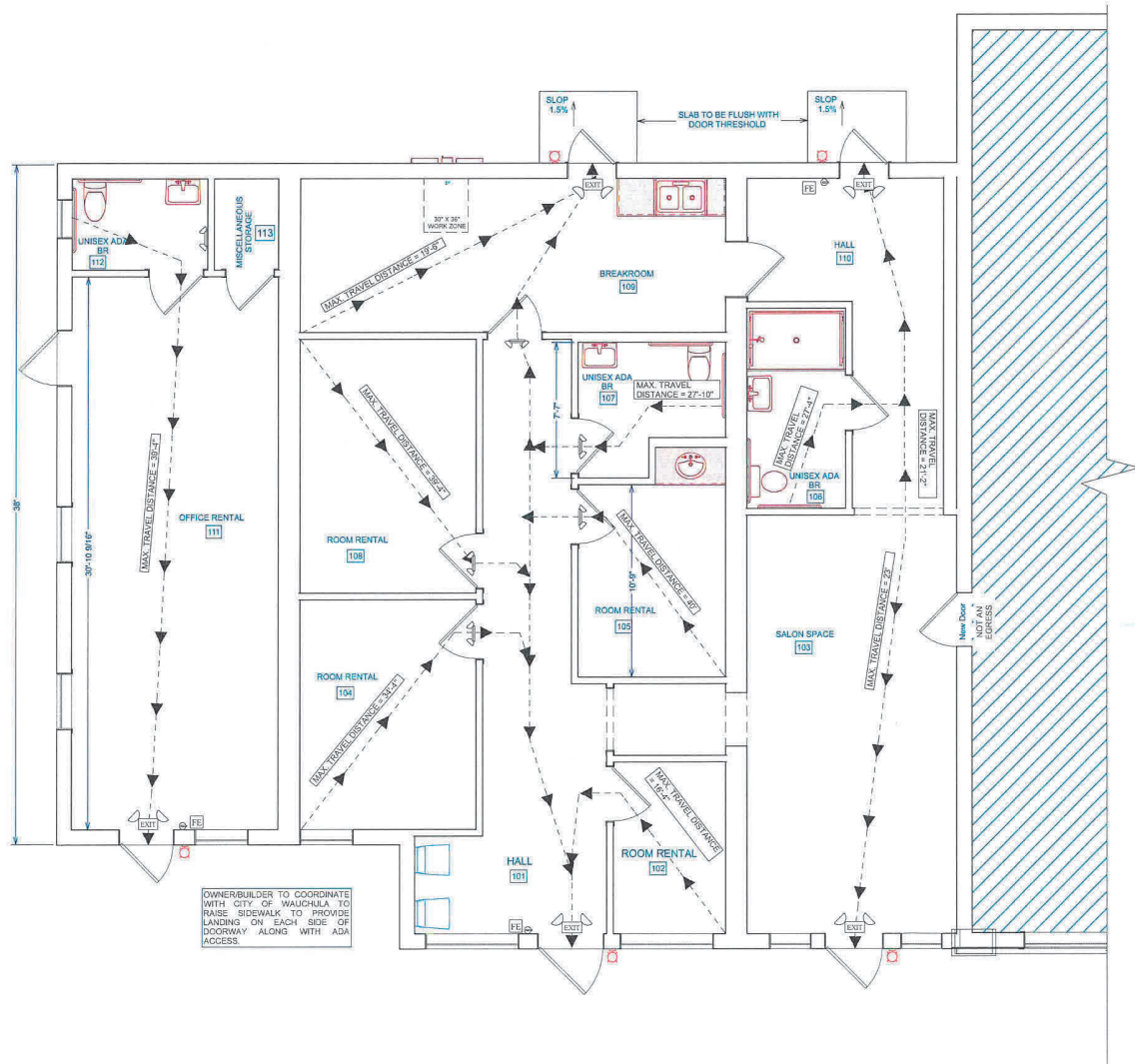
DOOR NOTES:

- SEPARATE ANY DISSIMILAR METALS WITH BITUMINOUS PAINT OR FELT PAPER.
- PROVIDE BITUMINOUS COATING AT ALL HOLLOW METAL DOOR FRAMES THAT ARE IN CONCRETE AND GROUT FILLED.
- PROVIDE SEALANT AROUND ALL FRAMES.
- DOUBLE STUDS MINIMUM SHALL BE INSTALLED AT ALL STUD OPENINGS.
- IN STUD CONSTRUCTION WALLS, ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- REFER TO DOOR SCHEDULE FOR FIRE RATING OF DOORS.
- REFER TO SPECIFICATIONS FOR DOOR AND FRAME CONSTRUCTION, AND FINISHES.
- DOOR AND FRAME PAINT SHALL BE KYNAR 500 PAINT SYSTEM, PAINTED AT THE FACTORY.
- COLOR TO BE SELECTED OWNER'S REPRESENTATIVE AND COORDINATED WITH CONTRACTOR.
- EXTERIOR DOORS SHALL MEET REQUIREMENTS OF MIAMI-DADE N.O.A. OR FLORIDA PRODUCT APPROVAL FOR HWZ AND WIND SPEED PRESSURES ON STRUCTURAL DRAWINGS. CONTRACTOR TO PROVIDE N.O.A. OR FLORIDA PRODUCT APPROVAL.
- CONTRACTOR SHALL HIRE A DOOR HARDWARE SPECIALIST AND PROVIDE A COMPLETE LIST OF HARDWARE FOR ALL DOORS. CONTRACTOR TO PROVIDE ALL HARDWARE NECESSARY TO MEET THE DESIGN INTENT, TO BE FULLY FUNCTIONAL, AND MEET ALL APPLICABLE CODES.
- REFER TO DOOR HARDWARE SPECIFICATION FOR HARDWARE GROUPS.
- ALL RATED DOORS SHALL BE EQUIPPED WITH SELF CLOSING DEVICES AND COMPLY WITH NFPA 80.
- THRESHOLD AT HANDICAPPED ACCESSIBLE DOORS SHALL NOT EXCESS 1/2" MAX. RISE DIFFERENTIAL.
- ALL TOILET DOORS SHALL HAVE SELF CLOSING DEVICES.
- HANDLES, PULLS, LATCHES AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE, FIG. 11-4.13.9. ALL DOOR HANDLES TO BE LEVER TYPE & ACCESSIBLE HEIGHTS PER A.D.A. REQUIREMENTS.
- LOCKS SHALL COMPLY WITH NFPA 101 7.2.1.5.1 & 7.2.1.5.2 AND SHALL BE OPENED READILY FROM THE EGRESS SIDE.
- GC TO COORDINATE APPROPRIATE THRESHOLD DETAIL FROM DOOR DETAIL SHEET WITH FLOOR FINISHES ON EACH SIDE OF INTERIOR DOOR.

PROPOSED FLOOR PLAN
SCALE: 5/16" = 1'-0"

NOTE: CONTRACTOR TO VERIFY ROUGH OPENING REQUIREMENTS FOR ACTUAL WINDOW. DIMENSIONS SHOWN ARE FOR REFERENCE ONLY.

- [D103A] 3068 90 MIN FIRE DOOR WITH DOUBLE CYLINDER DEADBOLT, ADA PASSAGE HANDLE SET (NOT AN EGRESS)
- [D102-D104-D105-D108-D109] 3068 SOLID CORE WOOD DOOR WITH WOOD FRAME WITH ADA OFFICE LOCK HARDWARE SET
- [D106-D107-D112] 3068 SOLID CORE WOOD DOOR WITH WOOD FRAME (HARDWARE TO BE ADA COMPLIANT, PRIVACY LOCK HARDWARE SET)
- [D113] 2868 SOLID CORE WOOD DOOR WITH WOOD FRAME WITH CLASSROOM LOCKSET HARDWARE SET
- [D111] 3086 STOREFRONT HANDLE WITH ALUMINUM FRAME, KEYED DEADBOLT, DOOR CLOSER (BY OWNER/BUILDER)
- [W104] 3068 FIXED TEMPERED GLASS WINDOW WITH ALUMINUM FRAME (BY OWNER/BUILDER)
- [W111-W111A] 3253 FIXED TEMPERED GLASS WINDOW WITH ALUMINUM FRAME (BY OWNER/BUILDER)



LIFE SAFETY PLAN
SCALE: 5/16" = 1'-0"

OCCUPANCY CALCULATIONS

BUSINESS STORAGE	2082 S.F. / 150 S.F. = 14 PERSONS
	24 S.F. / 300 S.F. = 1 PERSONS
TOTAL	15 PERSONS

EXIT ACCESS TRAVEL DISTANCE: 200 FEET MAXIMUM (PER FLORIDA BUILDING CODE, TABLE 1017.2)

COMMON PATH OF TRAVEL: NOT TO EXCEED 75 FEET. (PER FLORIDA BUILDING CODE, TABLE 1006.2.1)

DEAD END: 20 FEET MAXIMUM BUSINESS (PER FLORIDA BUILDING CODE 1020.5)

LIFE SAFETY NOTES:
MAXIMUM TRAVEL DISTANCE = 40'

MAXIMUM OCCUPANCY = 15 OCCUPANTS
OCCUPANT COUNT - BASED UPON TABLE 1004.5 - 2023 FLORIDA BUILDING CODE.
OCCUPANCY CLASSIFICATION: GROUP-B
CONSTRUCTION TYPE: VB

NON-SPRINKLED
FIRE ALARM NOT REQUIRED

FIRE EXTINGUISHERS MUST MEET SECTION 906 OF THE 2023 FLORIDA BUILDING CODE

FIRE EXTINGUISHER REQUIREMENTS (ORDINARY HAZARD)

CLASS "A" FIRE HAZARDS (NFPA 1, TABLE 13.6.3.3.1.1)	
BUILDING AREA (MAX. AREA PER UNIT OF "A" REQUIRED UNITS OF "A")	2
2100 Sq. Ft.	
3 EXTINGUISHERS PROVIDED	
CLASS "B" FIRE HAZARDS (NFPA 1, TABLE 13.6.3.3.1.1)	
MAX. TRAVEL DISTANCE TO EXTINGUISHER = 40' (10-B-C)	

LEGEND

FE	FIRE EXTINGUISHER - 2A:10BC
FEC	FIRE EXTINGUISHER CABINET - 2A:10BC EXTINGUISHER
EL	EMERGENCY LIGHT & BATTERY BACKUP
ES	EMERGENCY EXIT SIGN w/ EMERGENCY LIGHTS & BATTERY BACKUP
---	EGRESS TRAVEL PATH

EMERGENCY LIGHT NOTES

- WHERE MAINTENANCE OF ILLUMINATION DEPENDS ON CHANGING FROM ONE ENERGY SOURCE TO ANOTHER, A DELAY OF NOT MORE THAN 10 SECONDS SHALL BE PERMITTED.
- EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A MINIMUM OF 1 1/2 HOURS IN THE EVENT OF FAILURE OF NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS NOT LESS THAN AN AVERAGE OF 1 FT-CANDLE (10.8 LUX) AND, AT ANY POINT, NOT LESS THAN 0.1 FT-CANDLE (1.1 LUX), MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO NOT LESS THAN AVERAGE OF 0.6 FT-CANDLE (6.5 LUX) AND, AT ANY POINT, NOT LESS THAN 0.06 FT-CANDLE (0.65 LUX) AT THE END OF 1 1/2 HOURS. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED.
- NEW EMERGENCY POWER SYSTEMS FOR EMERGENCY LIGHTING SHALL BE AT LEAST TYPE 10, CLASS 1.5, LEVEL 1, IN ACCORDANCE WITH NFPA 110, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS.
- THE EMERGENCY LIGHTING SYSTEM SHALL BE ARRANGED TO PROVIDE THE REQUIRED ILLUMINATION AUTOMATICALLY IN THE EVENT OF ANY INTERRUPTION OF NORMAL LIGHTING DUE TO ANY OF THE FOLLOWING:
 - FAILURE OF A PUBLIC UTILITY OR OTHER OUTSIDE ELECTRICAL POWER SUPPLY
 - OPENING OF A CIRCUIT BREAKER OR FUSE
 - MANUAL ACT(S), INCLUDING ACCIDENTAL OPENING OF A SWITCH CONTROLLING NORMAL LIGHTING FACILITIES.
- UNIT EQUIPMENT AND BATTERY SYSTEMS FOR EMERGENCY LUMINARIES SHALL BE LISTED TO ANSI/UL 924, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS.
- EXISTING BATTERY-OPERATED EMERGENCY LIGHTS SHALL USE ONLY RELIABLE TYPES OF RECHARGEABLE BATTERIES PROVIDED WITH SUITABLE FACILITIES FOR MAINTAINING THEM IN PROPERLY CHARGED CONDITION. BATTERIES USED IN SUCH LIGHTS OR UNITS SHALL BE APPROVED FOR THEIR INTENDED USE AND SHALL COMPLY WITH NFPA 70, NATIONAL ELECTRICAL CODE.

COOL AND COBB ENGINEERING COMPANY
203 W. MAIN ST.
AVON PARK, FL 33825
OFFICE: (863) 857-3333
FAX: (863) 857-3324
mail@coolandcobb.com

CONTRACTOR
CLAY COBB
PROJECT
MADISON ADDITION
113th N, 7th AVE
WAUCHULA, FL 33873

REVISION	DATE	DESCRIPTION OF REVISION

DRAWN BY: Y.D.
CHECKED BY: J.M.C.
SHEET # OF #S: A1.4
A1.4
LIFE SAFETY PLAN
JOB #: 23-124-149



WAUCHULA COMMUNITY REDEVELOPMENT AGENCY REVITALIZATION GRANT

GRANT CYCLE OPEN
FEB 16 - APR 10, 2026

PROGRAM PURPOSE

RESTORE AND IMPROVE
COMMERCIAL BUILDINGS
WITHIN THE WCRA DISTRICT
TO IMPROVE THE AREA IN
WAYS THAT CONTRIBUTE
TO THE PHYSICAL,
ECONOMIC, SOCIAL, AND
AESTHETIC WELL-BEING
OF THE CITY OF
WAUCHULA.

Grant Packet:
WWW.CITYOFWAUCHULA.COM



TIF PROGRAM PROJECTION

Bay Street Subdivision

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED	PROJ TIF YR 1	PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	PROJ TIF YR 6	PROJ TIF YR 7	PROJ TIF YR 8	PROJ TIF YR 9
CITY	\$86.48	\$98,685.00	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59
HC	\$167.97	\$135,432.00	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83
TOTAL COLLECTED			\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42
TOTAL PAID TO PROJ @ 50%			\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71
TOTAL REMAINING IN CRA FUND			\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71

PROJ TIF YR 10	PROJ TIF YR 11	PROJ TIF YR 12	PROJ TIF YR 13	PROJ TIF YR 14	PROJ TIF YR 15	PROJ TIF YR 15	TOTALS
\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$1,322,188.43
\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$1,566,014.07
\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$2,888,202.49
\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$50,357.83	\$1,716,628.50
\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$171,811.59	\$1,444,101.25

1997 taxable value - \$17,228
 Current taxable value - \$16,915
 Post Const taxable value - \$17,100,000
 Projected Infrastructure Bond Value - \$2,288,838
 Projected Award Cap (75%) - \$1,716,628.50

Applicant Name: John Raymond

Mailing Address: 3321 Main Street, Zolfo Springs, FL 33890

Business Name: Bay Street Wauchula Holdings LLC

Property Owner Name: Bay Street Wauchula Holdings LLC

Property Address: E Bay St, Wauchula, FL 33873

Applicants Phone Number: 864-903-3471 Email: jraymond@national-development.com

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Process section of the Information and Application packet.

I acknowledge that I have read and understand the program details and requirements.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the award will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

<u>John Raymond</u>	<u><i>John Raymond</i></u>	<u>1/16/2026</u>
Print Name of Applicant	Applicant Signature	Date

<u>John Raymond</u>	<u><i>John Raymond</i></u>	<u>1/16/2026</u>
Print Name of Property Owner	Property Owner Signature	Date

Staff Notes: _____

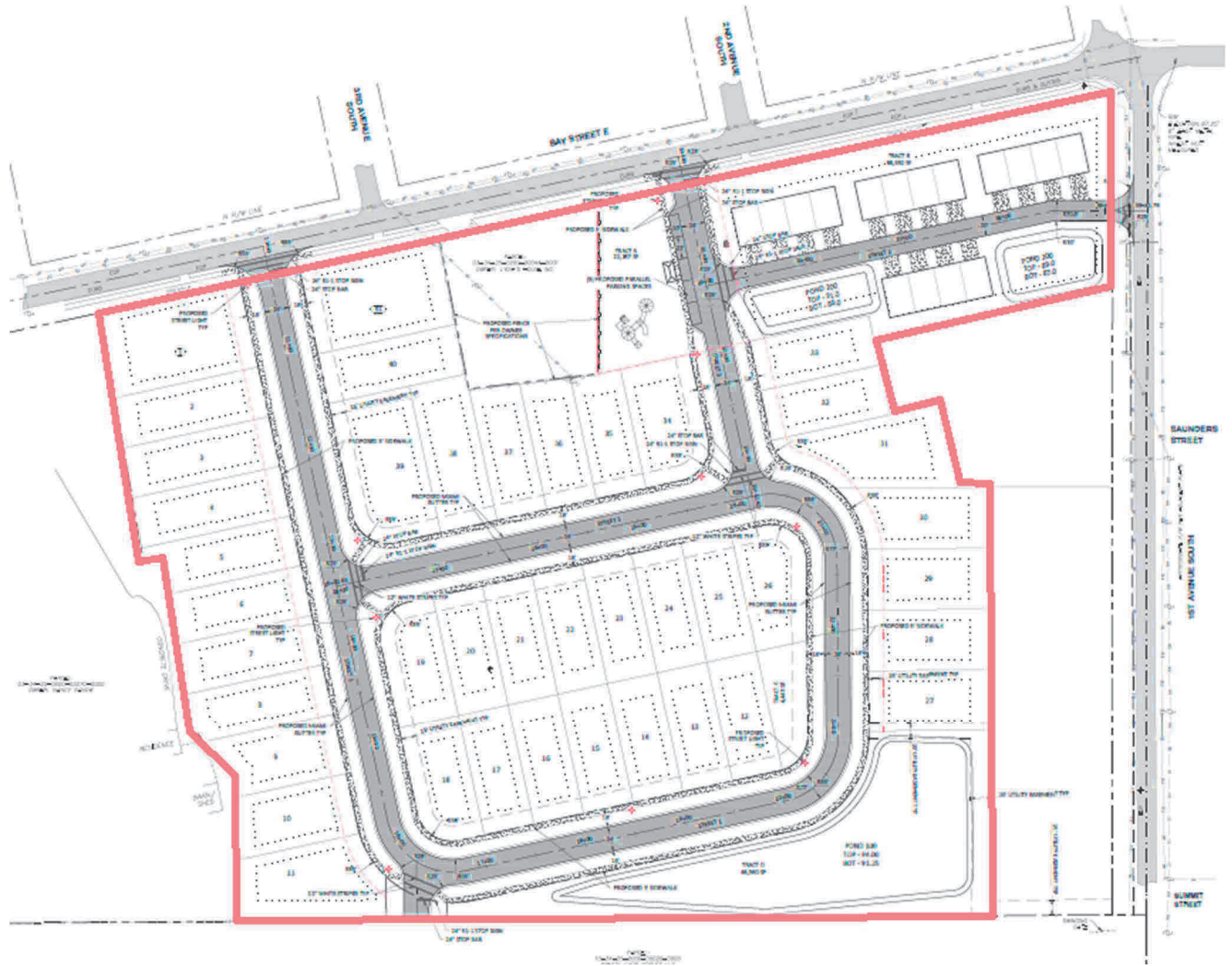
Project Plans/Description

Bay Street Subdivision (formal name TBD) will feature 41 single-family home products in a variety of styles built by local and regional home builders as well as 16 townhomes. Prices will range from the low \$200's to upper \$300's.

The goal of the community is to highlight the character of Wauchula and use a variety of design features to celebrate the history of the city and acknowledge a path of growth. Our goal is to provide timeless designs that far exceed that of builder grade. Below is a list of planned features that will be utilized. Every home will draw from this list to create much needed variety in the community. Our goal is to incorporate all elements in section a. (i.-vi.)

- Varying elevations and both one- and two-story homes
- Front and rear porches on homes
- Multiple materials used for facades (stucco, Hardie board, shingle, etc.)
- Sidewalks
- Altering rooflines and materials
- Community Park (private)

Site Plan



Sample Homes







Current Assessed Value

Map



Certified Values

	2025 Final Values
Building Value	\$0
Extra Features Value	\$0
Land Value	\$0
Land Agricultural Value	\$16,915
Agricultural (Market) Value	\$168,740
Just (Market) Value	\$168,740
Assessed Value	\$16,915
Exempt Value	\$0
Taxable Value	\$16,915
Maximum Save Our Homes Portability/Non-Homestead Cap	\$0

Bay Street - Infrastructure Budget

2/4/2026

Infrastructure Budget		
Infrastructure Specific Design & Diligence Costs	\$	145,000
Infrastructure Carry Costs	\$	79,304
Infrastructure Hard Costs	\$	2,064,535
TOTAL INFRASTRUCTURE BUDGET	\$	2,288,838

			Total Budget
Infrastructure Specific Design & Diligence Costs			
	Due Diligence	Environmental	\$ 5,000
	Due Diligence	Soil Borings/Testing	\$ 15,000
	Due Diligence	Survey	\$ 25,000
	Design Costs	Engineering - Civil/Site	\$ 100,000
Total - Infrastructure Specific Design & Diligence Costs			\$ 145,000
Infrastructure Carry Costs			
	Construction Loan	Construction Loan Interest	\$ 38,384
	Legal	Owner Legal	\$ 25,000
	Soft Cost Contingency	Soft Cost Contingency	\$ 15,919
Total - Infrastructure Carry Costs			\$ 79,304
Infrastructure Hard Costs			
	Construction	Earthwork	\$ 529,411
	Construction	Paving in Public ROW	\$ 495,813
	Construction	Utilities - Water	\$ 241,000
	Construction	Utilities - Sanitary	\$ 335,000
	Construction	Utilities - Water/Fire	\$ 240,000
	Construction	Utilities - Electric/Low Voltage	\$ 125,000
	Hard Cost Contingency	Hard Cost Contingency	\$ 98,311
Total - Infrastructure Hard Costs			\$ 2,064,535
TOTAL INFRASTRUCTURE BUDGET			\$ 2,288,838

Bay Street - Project Budget

2/4/2026

Infrastructure Budget		
Acquisition and General Development Costs	\$	512,500
Infrastructure Specific Design & Diligence Costs	\$	145,000
Infrastructure Carry Costs	\$	79,304
Infrastructure Hard Costs	\$	2,064,535
TOTAL PROJECT BUDGET	\$	2,801,338

				Total Budget
Acquisition and General Development Costs				
Acquisition Costs	Building	Building Purchase Price		\$ -
Acquisition Costs	Land	Land Purchase Price		\$ 460,000
Financial Costs	Legal	Lender Legal		\$ 10,000
Financial Costs	Construction Loan	Closing Costs_CL		\$ 25,000
General Development Costs	Due Diligence	Accounting Fees		\$ 10,000
General Development Costs	Due Diligence	Appraisal		\$ 7,500
Total - Acquisition and General Development Costs				\$ 512,500
Infrastructure Specific Design & Diligence Costs				
	Due Diligence	Environmental		\$ 5,000
	Due Diligence	Soil Borings/Testing		\$ 15,000
	Due Diligence	Survey		\$ 25,000
	Design Costs	Engineering - Civil/Site		\$ 100,000
Total - Infrastructure Specific Design & Diligence Costs				\$ 145,000
Infrastructure Carry Costs				
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	Construction	Utilities - Water/Fire		\$ 240,000
	Construction	Utilities - Electric/Low Voltage		\$ 125,000
	Hard Cost Contingency	Hard Cost Contingency		\$ 98,311
Total - Infrastructure Hard Costs				\$ 2,064,535
TOTAL INFRASTRUCTURE COSTS				\$ 2,288,838
TOTAL PROJECT BUDGET (INFRASTRUCTURE PLUS ACQUISITION AND GENERAL DEVELOPMENT COSTS)				\$ 2,801,338
Less: Acquisition Costs				\$ (460,000)
TOTAL INFRASTRUCTURE COSTS				\$ 2,341,338

Project Timeline

- Q2 2025: Closed on Land
- Q4 2025: Civil Engineering Plans Complete
- Q1 2026: Permits Received
- Q2 2026: Construction to Begin
- Q2 2027: Site Work Complete
- Q3 2027: First Homes to begin Construction

Infrastructure Bond

The proposed TIF Infrastructure Bond will support the construction of critical public infrastructure improvements necessary to serve the project site and the surrounding area. These improvements are designed to enhance public safety, improve connectivity, and support long-term economic development within the CRA.

Infrastructure improvements to be funded through the bond include the following:

- **Public Water Lines:** Installation of new public water lines to provide adequate domestic and fire protection service to the project.
- **Sanitary Sewer Lines:** Construction of new public sanitary sewer lines and related infrastructure to serve the development.
- **Storm Sewer & Drainage Improvements:** Installation of public storm sewer systems, including underground piping, inlets, outfalls, and retention/detention ponds designed to manage on-site and off-site stormwater runoff in compliance with City and regulatory requirements.
- **Roadway Improvements:** Construction of public roads necessary to provide adequate access to and through the site, including pavement, subgrade, curbing, and associated roadway infrastructure.
- **Sidewalks:** Installation of public sidewalks to improve pedestrian accessibility and safety within the project area and to adjacent streets.
- **Street Lighting:** Installation of public street lighting to enhance safety and visibility.
- **Landscaping & Parks:** Landscaping improvements within public rights-of-way and common areas, including trees, plantings, sodding and greenspace.

The applicant is prepared to provide a Surety Bond, as well as a Payment and Performance Bond, in a form acceptable to the City, to guarantee the

completion of the public infrastructure improvements in accordance with approved plans and applicable requirements. An example bond from the Applicant's recent single family development in Zolfo Springs, FL ("Casa San Alfonso") is attached for reference.

The TIF Infrastructure Bond will be provided upon approval by the CRA and the project's senior lender as part of the overall loan closing process.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Marmer Construction, Inc.
3321 US Highway 27 South
Sebring, FL 33870

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Mailing Address for Notices

605 Highway 169 North, Suite 800

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

San Alfonso Housing, Inc.
1000 Pinebrook Road
Venice, FL 34285

CONSTRUCTION CONTRACT

Date: March 8, 2022

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Description:
(Name and location)

Casa San Alfonso/ Construction of a new Apartment Project: (21) single family homes, (1) Clubhouse, all associated Amenities and all related site work/ 3207 School House Road, Zolfo Springs, Florida 33890

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Marmer Construction, Inc.

SURETY

Company: *(Corporate Seal)*
Atlantic Specialty Insurance Company

Signature: _____

Name and Title:

Signature: _____

Name and Title: Kevin R. Wojtowicz
Attorney-in-Fact
& FL Licensed Agent



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Nielson, Wojtowicz, Neu & Associates
1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
800-965-9597

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
PDS Architecture, Inc.
12800 University Drive, Suite 402
Fort Myers, FL 33907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

DRAFT

§ 16 Modifications to this bond are as follows:

Rider Adding Additional Obligees is attached hereto and incorporated herein by reference.

DRAFT

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____ NA
Name and Title:
Address

Signature: _____ NA
Name and Title:
Address

THIS BOND HEREBY IS AMENDED
SO THAT THE PROVISION AD LIMITATION OF
SECTION 713.23 FLORIDA STATUTES ARE INCORPORATED
AND HEREIN BY REFERENCE.

Item # 17.

Bond No. 800104860

UNCONDITIONAL PAYMENT BOND Document A312™ – 2010



Conforms with The American Institute of Architects AIA Document 312

UNCONDITIONAL Payment Bond

CONTRACTOR:
(Name, legal status and address)

Marmer Construction, Inc.
3321 US Highway 27 South
Sebring, FL 33870

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

605 Highway 169 North, Suite 800

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

San Alfonso Housing, Inc.
1000 Pinebrook Road
Venice, FL 34285

CONSTRUCTION CONTRACT
Date: March 8, 2022

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Description:
(Name and location)

Casa San Alfonso/ Construction of a new Apartment Project: (21) single family homes, (1) Clubhouse, all associated Amenities and all related site work/ 3207 School House Road, Zolfo Springs, Florida 33890

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Marmer Construction, Inc.

SURETY
Company: *(Corporate Seal)*
Atlantic Specialty Insurance Company

Signature: _____

Name
and Title:

Signature: _____

Name
and Title: Kevin R. Wojtowicz
Attorney-in-Fact
& FL Licensed Agent



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Nielson, Wojtowicz, Neu & Associates
1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
800-965-9597

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
PDS Architecture, Inc.
12800 University Drive, Suite 402
Fort Myers, FL 33907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Rider Adding Additional Obligees is attached hereto and incorporated herein by reference.

THIS BOND HEREBY IS AMENDED
SO THAT THE PROVISION AD LIMITATION OF
SECTION 713.23 FLORIDA STATUTES ARE INCORPORATED
AND HEREIN BY REFERENCE.



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____ NA
Name and Title:
Address

Signature: _____ NA
Name and Title:
Address



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RIDER ADDING ADDITIONAL OBLIGEEES

TO BE ATTACHED TO and form a part of Bond No. 800104860, dated the _____ day of _____, _____, issued by **ATLANTIC SPECIALTY INSURANCE COMPANY, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441** as Surety, on behalf of _____
Marmar Construction, Inc. as Principal, in favor of _____
San Alfonso Housing, Inc. as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add _____
Neighborhood Lending Partners of Florida, Inc. - 3615 Spruce Street, Tampa FL 33607

Florida Housing Finance Corporation, its successors and assigns as their interest may appear, 227 No. Bronough St., Suite 5000, Tallahassee, FL 32301, as an Additional Obligee(s).
Town of Zolfo Springs - 104 Fifth Street West, Zolfo Springs, FL 33890

PROVIDED HOWEVER, there shall be no liability under this bond to the Additional Obligees, or any of them, unless the said Additional Obligees, or any of them, shall make payments to the Principal in accordance with the terms of said contract as to payments, and shall perform all of the other material obligations to be performed under said contract at the time and in the manner therein set forth which has not been remedied or waived; all of the acts of one Additional Obligee being binding on the other.

In no event shall the Surety be liable in the aggregate to the Additional Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Additional Obligee may be made by its check issued jointly to all.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this _____ day of _____, _____.

Marmar Construction, Inc.

Witness

BY: _____
Principal
(SEAL)

ITS: _____
Atlantic Specialty Insurance Company

Witness Margaret A. Schulz

BY: _____
Attorney-In-Fact Kevin R. Wojtowicz
(SEAL)



ACKNOWLEDGMENT BY ADDITIONAL OBLIGEEES

The Additional Obligee hereby acknowledge that this agreement is subject to the precedent condition that the Additional Obligee shall have no right of action against the Principal or the Surety except such as the Owner him/herself would have if suing and shall be subject to all offsets and defenses however arising which would be available against the Owner.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all.

WITNESS the following signatures and seals this _____ day of _____, _____.

(Obligee) San Alfonso Housing, Inc.

BY: _____

WITNESS: _____ (SEAL)

(Obligee) Neighborhood Lending Partners of Florida, Inc.

BY: _____



WITNESS: _____ (SEAL)

(Obligee) Florida Housing Finance Corporation, its successors and assigns as their interest may appear

BY: _____

WITNESS: _____ (SEAL)

(Obligee) Town of Zolfo Springs

BY: _____



WITNESS: _____ (SEAL)

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Tracey C. Brown, Jessica Pamela Reno, Kevin R. Wojtowicz, Devin J. Phillips, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

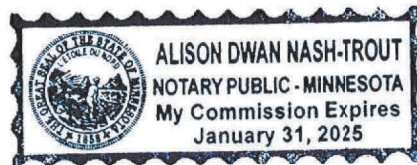
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.



This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary

Subdivision Performance Bond Site Improvements

KNOW ALL PERSONS BY THESE PRESENTS that we, San Alfonso Housing, Inc, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under the laws of the state of Texas and duly licensed to conduct a general surety business in the state of FL, as Surety, are held and firmly bound unto Town of Zolfo Springs, as Obligee, in the sum of One Million Eight Hundred Thirty Nine Thousand One Hundred Eleven Dollars (\$ 1,839,111.00) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement (the "Agreement") with said Obligee relating to a subdivision identified as: Casa San Alfonso.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
3. In the event of a default by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
4. This bond covers installation of site improvements, and does not cover on-going maintenance of completed site improvements. This bond will not respond to any liability that arises from design defects or efficiency guarantees.
5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this 26th day of July, 2022.

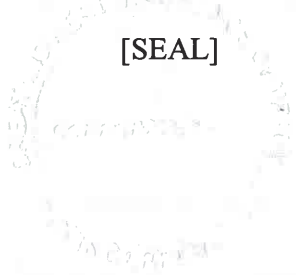
Principal

San Alfonso Housing, Inc

Frank J Dewane
Signature of Authorized Officer
PRESIDENT FRANK J DEWANE
Print Name & Title

Great Midwest Insurance Company

Brett Rosenhaus
Signature of Attorney-in-Fact
Brett Rosenhaus, Attorney-in-Fact
Print Name



[SEAL]

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

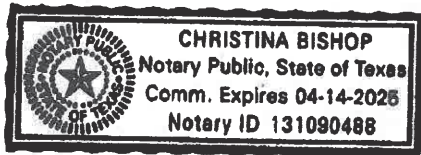


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of July, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.