



MARCH 10, 2025 CITY COMMISSION MEETING AGENDA

Monday, March 10, 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

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

- 1.** Minutes for 2/3/2025 Commission Workshop and 2/10/2025 Commission Meeting

Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

- 2.** Proclamation 2025-01 Bubbles' Day

Recommended Action: Commission's Approval

- 3.** City of Wauchula Cemetery Discussion

ORDINANCES / PUBLIC HEARINGS

- 4.** Ordinance 2025-01 Hearing Procedures Regarding Dangerous Dogs - Second Reading - Public Hearing

Recommended Action: Commission's Approval

- 5.** Ordinance 2025-02 Solid Waste Rate Changes - Second Reading - Public Hearing

Recommended Action: Commission's Approval

- 6.** Ordinance 2025-03 Annexation of 0 US Highway 17 North - Second Reading - Public Hearing

Recommended Action: Commission's Approval

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

- 7.** Approval of Minutes for 12/9/2024 General Pension Board Meeting

Recommended Action: Board's Approval

8. Quarterly Pension Report

Recommended Action: Board's Approval

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

9. Approval of General Pension Board's Actions

Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

CONSENT AGENDA

11. Appointing Commissioner Anne Miller to the CFRPC Board

12. Swine & Wine Special Event Application

13. Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport Rotating Beacon and Tower Project

14. Resolution 2025-06 Right of Way Vacation

15. Surplus Equipment

Recommended Action: Commission's Approval on items 11-15

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

16. Approval of Minutes for 2/3/2025 CRA Workshop, and 2/10/2025 CRA Meeting

Recommended Action: Board's Approval

17. CRA RFP 24-05 Bid Award Recommendation

Recommended Action: Board's Approval

18. In-Fill Housing Funds

Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

19. Approval of CRA Board Actions

Recommended Action: Commission's Approval

REMINDERS

April 7, 2025 City Commission Workshop at 5:00 pm

April 14, 2025 City Commission Meeting at 6:00 pm

ADJOURNMENT

On Monday, February 3, 2025 at 5:00 p.m., the City of Wauchula Commission met for its regular scheduled workshop.

Nadaskay called the workshop to order.

Commissioners present were Anne Miller, Mayor Pro-Tem Russell Smith, Mayor Keith Nadaskay, Sherri Albritton, and Gary Smith.

Also present were City Manager Olivia Minshew, Assistant City Manager Sandee Braxton, Assistant Chief of Police Tom Fort, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman, Director of Project Management and Procurement Ward Grimes, City Attorney Kristie Hatcher-Bolin, Code Enforcement Officer Raina Bergens, and City Clerk Stephanie Camacho.

Nadaskay gave the virtual meeting statement.

Code Enforcement Updates

Bergens provided an overview of opened and closed code enforcement cases from 10/1/24-1/31/25, including property liens filed.

Food Truck Park Discussion

Long explained that, because the discussion regarding a potential food truck park in the downtown area was brought before the Commission at a previous meeting, Marisa Barmby with Central Florida Regional Planning Council researched this topic and prepared a presentation with a variety of ideas for consideration. Barmby presented the options to the Commission. There was much discussion on this topic.

Ordinance 2025-01 Hearing Procedures Regarding Dangerous Dogs

Fort presented the ordinance to adopt hearing procedures consistent with Florida Statutes pertaining to dangerous dog classifications. Fort explained there were incidents involving a resident's dog that presented a need to create the procedures.

Ordinance 2025-02 Solid Waste Rate Changes

Braxton presented the ordinance with rate modifications based on the direction previously given by the Commission. Braxton explained this ordinance included the City's 5-year rate schedule to ensure equitable pricing among all solid waste customer classes.

Resolution 2025-02 FDOT Maintenance Agreement

Minshew presented the resolution to renew the existing agreement with FDOT for the City to continue maintaining the right of way on US Highway 17 between Will Duke Road and KD Revell Road, and on Main Street from US Highway 17 to Griffin Road.

Quarterly Financial Report

Braxton presented the report to the Commission.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

Nadaskay closed the Commission workshop and opened the CRA workshop.

Krause Services Extension Request

Newman presented the request for the Board to consider extending the contract for lawncare services, per the terms of the agreement.

CRA RFQ 25-01 Professional Engineering Services

Newman presented the bid documents to the Board.

CRA RFQ 25-02 Professional Planning Services

Newman presented the bid documents to the Board.

With no further business to discuss, Nadaskay adjourned the workshop at 6:41 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk

On Monday, February 10, 2025 at 6:00 p.m., the City of Wauchula Commission met for its regular meeting in the Commission Chambers at 225 East Main Street, Suite 105, Wauchula.

Nadaskay called the meeting to order.

Commissioners present were Anne Miller, Mayor Pro-Tem Russell Smith, Mayor Keith Nadaskay, Sherri Albritton, and Gary Smith.

Also present were City Manager Olivia Minshew, Deputy City Manager John Eason, Assistant City Manager Sandee Braxton, Director of Project Management and Procurement Ward Grimes, Chief of Police Brandon Ball, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman, City Attorney Kristie Hatcher-Bolin, and City Clerk Stephanie Camacho.

Nadaskay declared a quorum.

Approval of Agenda

Miller motioned to approve the agenda as presented, seconded by G. Smith.
All were in favor. Motion carried.

Approval of Minutes from the January 6, 2025 Workshop and January 13, 2025 Meeting

G. Smith motioned to approve the minutes as presented, seconded by Albritton.
All were in favor. Motion carried.

Nadaskay gave the virtual meeting statement.

PUBLIC COMMENT – NON-AGENDA ITEMS

No comments.

ORDINANCES / PUBLIC HEARINGS

Ordinance 2025-17 Capital Improvement Element – Second Reading – Public Hearing

Nadaskay opened the public hearing. No discussion was presented. The public hearing was closed. Hatcher-Bolin read the ordinance by title. Albritton motioned to approve the ordinance, seconded by R. Smith. All were in favor. Motion carried.

Ordinance 2025-01 Hearing Procedures Regarding Dangerous Dogs – First Reading

Hatcher-Bolin read the ordinance by title. Albritton motioned to approve the ordinance, seconded by Miller. All were in favor. Motion carried.

Ordinance 2025-02 Solid Waste Rate Changes – First Reading

Hatcher-Bolin read the ordinance by title. R. Smith motioned to approve the ordinance, seconded by Albritton. All were in favor. Motion carried.

Ordinance 2025-03 Annexation of 0 US Highway 17 North – First Reading

Long explained the Hardee County Board of County Commissioners owned this property and requested to annex into the City limits for the purpose of receiving utilities for the future construction of a new sheriff's office administrative building. Hatcher-Bolin read the ordinance by title. G. Smith motioned to approve the ordinance, seconded by Miller. All were in favor. Motion carried.

CITY MANAGER/NON-CONSENT

Power Cost Adjustment

Minshew presented the January power cost adjustment.

Resolution 2025-03 Anti-Discrimination and Relocation Policy

Eason presented the resolution and explained this policy was a requirement in order to receive certain grant funding. Miller motioned to approve the resolution, seconded by Albritton. All were in favor. Motion carried.

Resolution 2025-04 PTGA Grant Agreement – Wauchula Municipal Airport

Eason presented the resolution and agreement to add an additional \$100,000 to the current agreement for wildlife and archeological studies. G. Smith motioned to approve the resolution, seconded by Albritton. All were in favor. Motion carried.

CFRPC Board Appointment

Minshew explained Neda Cobb was previously the board representative for the City, prior to her resignation from the Commission. Minshew stated that there was now a vacancy on the board and, if the City wanted to appoint another representative, CFRPC required it to be an elected official. There was some discussion about scheduling and the Commission opted to push this item to the March agenda in order to get more information regarding attendance requirements.

RIF Grant Agreement – Hogan Street Extension

Minshew presented the grant agreement to design and construct the Hogan Street extension. R. Smith motioned to approve the agreement, seconded by Albritton. All were in favor. Motion carried.

CONSENT AGENDA**Resolution 2025-02 FDOT Maintenance Agreement**

G. Smith motioned to approve the consent agenda as presented, seconded by Albritton. All were in favor. Motion carried.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

Nadaskay recessed the City Commission meeting and called to order the Wauchula Community Redevelopment Agency Board meeting**Approval of Minutes from the January 6, 2025 CRA Workshop and January 13, 2025 CRA Meeting**

G. Smith motioned to approve the minutes as presented, seconded by Miller. All were in favor. Motion carried.

Krause Services Extension Request

G. Smith motioned to approve the extension, seconded by Miller. All were in favor. Motion carried.

CRA RFQ 25-01 Professional Engineering Services

Miller motioned to approve CRA RFQ 25-01, seconded by Albritton. All were in favor. Motion carried.

CRA RFQ 25-02 Professional Planning Services

G. Smith motioned to approve CRA RFQ 25-02, seconded by Albritton. All were in favor. Motion carried.

In-Fill Housing

Newman introduced Sergio Jimenez with Rhino Construction and explained Jimenez wanted to build a multi-family residential building within the CRA district. Newman stated the CRA had funds earmarked for in-fill housing for the Seminole Street Park project however, it was likely that project would not happen within this budget year, which would make those dollars available for another project. Jimenez gave an overview of the project idea and requested the Board consider earmarking funds for it. There was much discussion regarding this project and the Board decided to push this item to the March workshop, giving Jimenez and staff time to get more information for questions they had.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board meeting and reconvened the City Commission Meeting

Approval of the Wauchula Community Redevelopment Agency Board's Actions

G. Smith motioned to approve the Wauchula Community Redevelopment Agency Board's actions, seconded by Albritton. All were in favor. Motion carried.

PUBLIC COMMENT

Gary Delatorre was present and addressed the Commission. He stated the customer service at City of Wauchula was poor. Delatorre stated he called about an issue and was told there was nothing that could be done. Delatorre stated he owned a property at 906 S. 6th Ave and asked to have the utilities reconnected a few years ago after a hurricane. He claimed the utilities were not connected and he had been charged monthly ever since. He also stated he owned a property on Highway 17, south of Ace Hardware, where he had given a vendor permission to have a yard sale. Delatorre states it was private property and the vendor was told to leave or would be removed if they came back. Delatorre also said he put storage containers of that property years ago and was told to remove them or be fined but then KFC ended up with containers on their property. He also noted this was a 2.7 acre property.

Minshew spoke regarding the container issue, stating the containers in the area of KFC were not allowed to be there and currently had an active code enforcement case. Regarding the vendor, Minshew stated they were advertising on Facebook as a flea market and soliciting other vendors for a weekly occurrence of said flea market. Minshew stated the land development code had specific requirements for events defined as flea markets, one requirement being the size of the property had to be a minimum of 5 acres. Minshew also stated Delatorre asked about this type of use years ago and was sent a letter at that time explaining why flea markets would not be allowed on that property. Regarding the utility issue, Minshew stated the power line was pulled after Hurricane Ian but that the property had not had power for quite some time. Minshew explained City policy was, once the property was without power for a certain amount of time, an electrical inspection was required before it could be reinstated. Minshew stated water and sewer services were never turned off or unavailable and that a notification had been sent at some point to alert the customer of a possible water leak. Minshew stated the customer had only been charged for the water and sewer services that were on, not power.

With no further business to discuss, Nadaskay adjourned the Commission Meeting at 8:18 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk

Declaring April 12, 2025 as “Bubbles’ Day”

WHEREAS, the day of April 12, 2025, is set aside and recognized as Bubbles’ Day to honor chimpanzee Bubbles’ 20th anniversary of his permanent sanctuary home at the Center for Great Apes; and

WHEREAS, the Center for Great Apes has been an accredited sanctuary for over 30 years, providing lifetime care for rescued chimpanzees and orangutans while contributing significantly to the city of Wauchula and Hardee County’s economy by employing nearly 50 full-time staff members and generating \$3.5 million in annual revenue; and

WHEREAS, Bubbles’ presence at the sanctuary has drawn worldwide attention, elevating the Center for Great Apes and the City of Wauchula in Hardee County to international recognition as a leader in the care and protection of great apes; and

WHEREAS, the Center for Great Apes has welcomed thousands of visitors and members, further supporting local tourism and economic growth while fostering education and advocacy for the welfare of great apes; and

WHEREAS, April 12, 2025, marks 20 years since Bubbles arrived at the Center for Great Apes, making it a significant milestone in his life and an opportunity to celebrate his journey, resilience, and impact on the world;

NOW THEREFORE BE IT RESOLVED that the City of Wauchula Commission hereby proclaims April 12, 2025, as Bubbles’ Day to encourage citizens to recognize the importance of sanctuaries, responsible animal welfare, and the inspiring story of Bubbles the chimpanzee.

ADOPTED AND PROCLAIMED this 10th day of March, 2025 at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney



February 20, 2025

Orangutans

Allie	Kiki
Archie	Linus
Bailey	Louie
BamBam	Mari
Cahaya	Pebbles
Christopher	Pongo
Chuckie	Popi
Connie	Pumpkin
Geri	Radcliffe
Hanna	Sandra
Harry	Sinbad
Jam	Sunshine
Jethro	Tango
Keagan	

Chimpanzees

Angel	Kenzy
Bella	Kerry
Bentley	Kodua
Billy	Larry
Bo	Maggie
Boma	Marco
Brooks	Maude
Bubbles	Mikayla
Butch	Mowgli
Candy	Murray
Chipper	Mystery
Chloe	Natsu
Crystal	Noelle
Daisy	Oopsie
Ellie	Ripley
Ewok	Sabina
Hannah	Sha Sha
Jeeter	Stryker
Josh	Tammy
Kenya	

The Honorable Richard Keith Nadasky, Jr.
Mayor of Wauchula, Florida
126 South 7th Avenue
Wauchula, FL 33873

Dear Mayor Nadasky and City Commissioners,

I am writing to request your support in officially designating April 12th as **Bubbles Day** in recognition of the extraordinary journey and impact of Chimpanzee Bubbles, who has become a true ambassador for his species.

Born in a research laboratory, Bubbles was subjected to the pet and entertainment industries (owned by pop star Michael Jackson) before finding a permanent and loving home at the Center for Great Apes in 2005. This year marks 20 years of Bubbles' retirement at the sanctuary, where he continues to inspire individuals worldwide through his story. His arrival at the Center for Great Apes has brought unparalleled attention to our sanctuary and the essential work we do.

For over 30 years, the Center for Great Apes has been a proud, accredited sanctuary dedicated to the care of rescued great apes. Located right here in Hardee County, the Center has attracted thousands of members and visitors to our community. As a vital local organization, we employ nearly 50 full-time staff members and generate \$3.5 million in annual revenue, making a significant contribution to the local economy.

By proclaiming April 12th as Bubbles Day, you honor not only his remarkable story but also the broader efforts to advocate for animal welfare, education, and conservation. It would be a meaningful recognition of the sanctuary's contribution to the community and the global stage.

Thank you for considering this request. I would be happy to provide any additional information you may need.

Sincerely,

Diane Beatty, CFRE
Director of Development
Center for Great Apes
diane@centerforgreatapes.org

126 S. 7th Avenue
Wauchula, FL 33873



Phone (863) 773-3535
Fax (863) 773-0773

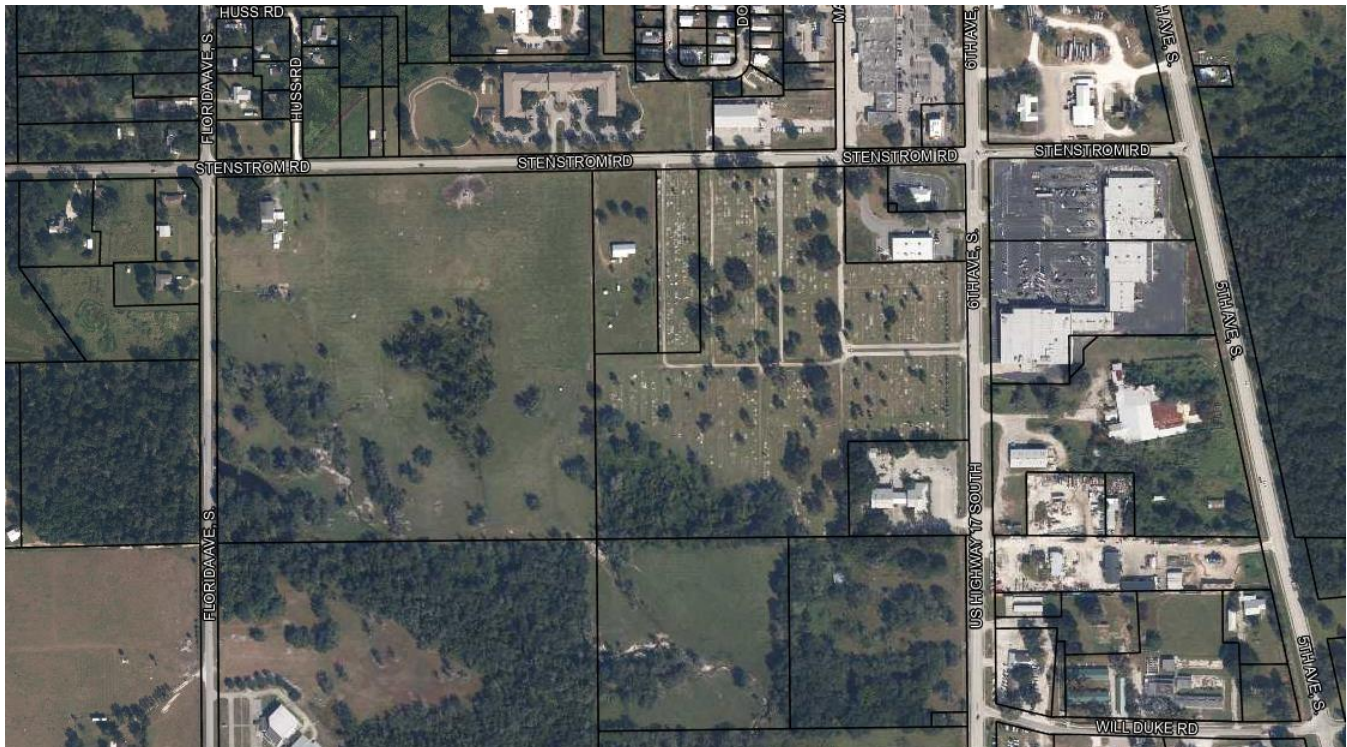
City of Wauchula Cemetery has approximately 8200 lots – all have been sold
City of Bowling Green Cemetery has approximately 3500 lots – with 1895 lots available for sale
Hardee BOCC owns Magnolia Cemetery, operated by a committee – with lots available for sale
Zolfo Springs does not own a cemetery
There are approximately 18 other cemeteries that are privately managed in Hardee County.

Approximately 35% of Florida cities own/operate a cemetery.

The wooded area in the cemetery has flooded historically and is not ideal for further development. There is a 3.36-acre parcel with a single-family home on it adjacent to the cemetery listed for sale for \$350,000. Looking at vacant land sales in the area during 2024, the average price per acre is about \$35,000. You can get approximately 400 plots per acre.

Our most recent selling price was \$600 per plot. Bowling Green charges \$900 per plot for city residents and \$1200 per plot for non-residents.

Our maintenance costs are \$240,000 annually or approximately \$10,000 per acre. While revenue remains fixed, operating costs continue to rise.



ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES, SPECIFICALLY, TO REPEAL AND REPLACE SECTION 4-3, "DANGEROUS DOGS," OF CHAPTER 4 OF THE CODE OF ORDINANCES, TO MAINTAIN CONSISTENCY WITH CHAPTER 767, FLORIDA STATUTES, INCLUDING ADOPTING DEFINITIONS AND HEARING PROCEDURES CONSISTENT WITH CHAPTER 767, FLORIDA STATUTES, REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, THE CORRECTION OF SCRIVENERS' ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorizes cities in the State of Florida to adopt regulations in the interest of the public health, safety, and the general welfare of the public; and

WHEREAS, Chapter 767, Florida Statutes, provides that animal control authorities, acting alone or in concert with other local government units, shall enforce the animal control laws of the city, county, and state, including those pertaining to dangerous dogs; and

WHEREAS, Section 767.14, Florida Statutes, provides that Chapter 767 does not limit local governments from adopting ordinances to address the safety and welfare concerns caused by attacks on persons or domestic animals, placing further restrictions or requirements on owners of dogs who have bitten or attacked persons or domestic animals, or developing procedures and criteria to implement Chapter 767, provided that such ordinances do not regulate on the basis of an animal's breed, weight, or size, and provided that such ordinances do not lessen the provisions of Chapter 767; and

WHEREAS, ordinances regulating the keeping, care, custody, and control of animals within the municipal limits are a valid exercise of the police powers delegated to the City to protect and maintain the health, safety, and welfare of the community and to abate nuisances; and

WHEREAS, the City of Wauchula Code of Ordinances, specifically Section 4-3 of Chapter 4, addresses dangerous dogs covered in Chapter 767; and

WHEREAS, the City Commission finds it is in the best interest of the community's health, safety, and welfare to repeal and replace Section 4-3 of Chapter 4 of the Code of Ordinances with the provisions below to maintain consistency with the most current amendments to Chapter 767, Florida Statutes, and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose, provides appropriate means of animal protection and control, and is in the best interest of the public health, safety, and welfare of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS AND INTENT. The above-stated recitals to this Ordinance are hereby incorporated into this Ordinance by the Commission as its legislative findings and the Commission's intent regarding this Ordinance.

SECTION 2. REPEAL OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," in Chapter 4, Code of Ordinances of the City of Wauchula, is hereby repealed in its entirety.

SECTION 3. REPLACEMENT OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," is hereby replaced in its entirety with the following:

Section 4-3, Dangerous Dogs-, Definitions, Investigation, and Hearing Procedures

(a) Definitions. The Definitions contained in Chapter 767, Florida Statutes, as may be amended from time to time, are expressly incorporated into and made a part of this Section as if fully stated herein, and shall include, but not be limited to the following:

- (1) "Animal control officer" means any individual employed, contracted with, or appointed by an animal control authority, including but not limited to, Hardee County Animal Control, Hardee County Sheriff's Office, or Wauchula Police Department, for the purpose of aiding in the enforcement of Chapter 767, Florida Statutes, or this Ordinance.
- (2) "Dangerous dog" means any dog that according to the records of the appropriate authority:
 - a. Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - b. Has more than once severely injured or killed a domestic animal while off the Owner's property; or
 - c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.
- (3) "Insurance" means an insurance policy providing coverage in the minimum amount of \$100,000 that provides liability insurance for damage to persons and property caused by the dangerous dog. The

insurance shall be provided by an insurance company authorized to do business in the State of Florida, and the Owner shall provide the Wauchula Police Department evidence of a certificate of insurance and a copy of the endorsement.

- (4) "Owner" means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.
- (5) "Proper enclosure of a dangerous dog" means, while on the Owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.
- (6) "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.
- (7) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(b) Classification of dog as dangerous; notice and hearing procedures; confinement of dog; appeal; exemptions.

- (1) An animal control officer shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the Owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
- a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The Owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

b. An animal that is the subject of a dangerous dog investigation which is not impounded must be humanely and safely confined by the Owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control officer. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its Owner or a family member, or who, at the time of the attack or bite, was engaged in or attempting to engage in criminal activity. .

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control officer shall present his factual findings, in writing, and all evidence the animal control officer has collected, to the Chief of Police or his designee. Based on the written factual findings and evidence the animal control officer has presented, the Chief of Police or his designee shall make an initial determination, in writing, as to whether there is sufficient cause to classify the dog as dangerous, and if sufficient cause is found, as to the appropriate penalty under subsection (5). The Chief of Police or his designee shall afford the Owner an opportunity for a hearing before the City's hearing officer prior to making a final determination regarding the classification or penalty. The Chief of Police or his designee shall provide written notification of the sufficient cause finding and proposed penalty to the Owner by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may file a written request for a hearing before the City's hearing officer regarding the dangerous dog classification, penalty, or both, within 7 calendar days after the Owner's receipt of the notification of the sufficient cause finding and proposed penalty. If the Owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the Owner. The hearing officer shall conduct a de novo hearing to receive evidence and testimony. All testimony at the hearing must be

under oath and must be recorded. The hearing officer must review any photographs, videos, or other evidence presented. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings. The hearing officer must issue a final administrative order that including findings as to the determination that the Owner's dog should be classified as a dangerous dog under Chapter 767, Florida Statutes, and proposed penalty within 21 days of the hearing. Such decision shall be in the form of a written order recorded with the city clerk. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the Chief or Police or his designee as to such matter shall become final.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Chief of Police or his designee shall provide a written final order to the Owner by registered mail, certified hand delivery or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the Owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) a. Except as otherwise provided in paragraph b., below, the Owner of a dog classified as a dangerous dog shall:

1. Within 30 days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the Wauchula Police Department, and renew the certificate annually. The fee for the issuance of a certificate of registration is \$240.00, and the fee for annual renewals required by this section is \$240.00. If the dog has been impounded during the pendency of dangerous dog investigation and remains impounded at the time the final order is issued, the Owner must obtain a certificate of registration, including paying the registration fee, and pay all boarding costs and other fees incurred in keeping the animal pending any hearing or appeal before the Wauchula Police Department will release the dog to the Owner. The Wauchula Police Department shall issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to sufficient evidence of:

(i) A current certificate of rabies vaccination for the dog.

(ii) Proof of a Proper Enclosure to confine a dangerous dog and the posting of the premises with a clearly visible

warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. Wauchula Police Department must inspect and approve of the form and placement of the signs on the property before issuance of the registration and any renewals. The Owner must also provide proof of ownership of the property on which the Proper Enclosure is located, or proof of permission from the Owner of the property on which the Proper Enclosure is located.

(iii) Proof of Insurance as defined in this Ordinance.

(iv) Proof that the dog has been surgically sterilized by a licensed veterinarian.

(v) Proof of permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

2. Additionally, the Owner must immediately notify the Wauchula Police Department when the dog:

(i) Is loose or unconfined.

(ii) Has bitten a human being or attacked another animal.

(iii) Is sold, given away, or dies.

(iv) Is moved to another address.

Before a dangerous dog is sold or given away, the Owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the Owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

3. A dog classified as dangerous must not be outside of a proper enclosure unless the dog is muzzled and securely restrained by a chain or leash of not more than four feet and under control of a competent person over the age of 18. No dog classified as dangerous may be chained, tethered, or otherwise tied to any inanimate object, such as a tree, post, or building that is outside of its proper enclosure. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The Owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the

immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

b. If a dog is classified as a dangerous dog due to an incident that causes severe injury, as defined in Chapter 767, Florida Statutes, to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner as permitted by section 767.12(5)(b), Florida Statutes, as may be amended.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(c) Attack or bite by a dog that previously has been classified as a Dangerous Dog, impoundment, destruction.

If a dog that previously has been classified as a dangerous dog bites a person or domestic animal without provocation, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and the dog shall be euthanized in a humane and expeditious manner ten business days after written notice is provided to the Owner. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(d) Death of a human by dog, impoundment, destruction.

If a dog attacks and causes the death of a human, regardless of whether that dog previously has been classified as a dangerous dog, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after written notice to the Owner, the dog shall be euthanized in a humane and expeditious manner after ten business days. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs

and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(e) Additional charges

Nothing in this Ordinance shall preclude criminal charges under Florida law.

(f) Offspring of impounded dogs

If a dog who is impounded under this Ordinance gives birth to offspring during the impoundment, the Wauchula Police Department shall provide the Owner written notice that the offspring have been born. The Owner shall be entitled to claim the puppies when, in the judgment of the animal control authority, the puppies are appropriately weaned. The Owner may claim the offspring within 14 days of receipt of the notice that the offspring are weaned and ready to be claimed, in advance, by cash or certified check payable to the City of Wauchula, the estimated cost to board the puppies and the mother, including payment of any associated medical costs or fees. If the puppies are not claimed during the 14-day period, then they shall be considered abandoned and ownership shall revert to the Wauchula Police Department.

(g) Violations of this Ordinance

A person who violates any provision of this Ordinance commits a noncriminal infraction, punishable by a fine of \$500.

SECTION 4. SEVERABILITY. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end, the provisions of this ordinance are hereby declared severable.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCLUSION IN THE CODE. It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances, including the Unified Land Development Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its enactment.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the _____ day of _____, 2025.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

/40126/1#52536313 v1

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO SOLID WASTE COLLECTION AND DISPOSAL; AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES (THE “CITY CODE”); AMENDING CHAPTER 22 IN THE WAUCHULA CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of Chapter 166, Florida Statutes, and for the health and welfare of its citizens, the City of Wauchula, Florida (the “City”) provides solid waste collection and disposal services to all the residents and businesses of the City; and

WHEREAS, the City has recently completed a comprehensive solid waste collection and disposal rate study dated October 5, 2024; and

WHEREAS, the rate study recommends that the City adopt revisions to all solid waste rates in order to support a fleet replacement schedule necessary for the City to sustain the level of solid waste collection and disposal service it provides to residents and businesses; and

WHEREAS, with the support of the rate study, City staff has calculated a rate schedule over the next 5 years to ensure equitable pricing among all solid waste customer classes; and

WHEREAS, the City has scheduled and conducted the necessary public hearing and followed the other procedures set forth in section 166.041(3), Fla. Stat., in order to consider public comment, the rate study, and other competent, substantial evidence; and

WHEREAS, in the exercise of its authority the Commission has determined that it is in the best interests of the City to adopt the recommendations from the solid waste collection and disposal rate study, including changes to both the level of rates and the rate structure; and

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

SECTION 1. PURPOSE. The provisions set forth in the recitals to this Ordinance (whereas clauses) are true and correct and are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

SECTION 2. AMENDMENT TO SEC. 22-87, CITY CODE. Section 22-87 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec. 22-87. Solid waste rates.

- (1) ~~Beginning October 1, 2019, the residential solid waste collection fee shall be \$25.39 per month, and the residential solid waste disposal fee shall be \$9.19 per month. These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates. Beginning October 1, 2019, for a second City-issued cart, the residential solid waste collection fee shall be \$15.30 and the disposal fee shall be \$5.54 per month. The monthly fees for residential City solid waste services shall be as follows:~~

<u>Residential:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$27.62</u>	<u>\$25.82</u>	<u>\$24.02</u>	<u>\$22.23</u>	<u>\$20.43</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$13.81</u>	<u>\$12.91</u>	<u>\$12.01</u>	<u>\$11.11</u>	<u>\$10.21</u>

These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates.

- (2) ~~Beginning October 1, 2013, the commercial solid waste collection fee shall be \$25.39 per month. The monthly fees for commercial City solid waste services shall be as follows:~~

<u>Commercial:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$33.95</u>	<u>\$33.29</u>	<u>\$32.64</u>	<u>\$31.98</u>	<u>\$31.33</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$16.97</u>	<u>\$16.65</u>	<u>\$16.32</u>	<u>\$15.99</u>	<u>\$15.66</u>

- (3) ~~Beginning October 1, 2013, the commercial solid waste disposal fee shall be as follows:~~

~~_____ C-1 (0—3,000 sq. ft.) _____ \$12.16~~
~~_____ C-2 (3,000—10,000 sq. ft.) \$42.55~~
~~_____ C-3 (10,001—20,000 sq. ft.) _____ \$91.17~~
~~_____ C-4 (20,001 sq. ft. and up) \$182.34~~

- (3) (4) ~~Beginning October 1, 2013, t~~The monthly collection fee for dumpster-type containers shall be as follows:

<u>All Size Containers:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
Any size container c Collected 1 time each week	\$ 34.87 <u>\$43.21</u>	<u>\$48.20</u>	<u>\$53.18</u>	<u>\$58.17</u>	<u>\$63.15</u>
Any size container c Collected 2 times each week	\$ 69.74 <u>\$86.42</u>	<u>\$96.39</u>	<u>\$106.36</u>	<u>\$116.34</u>	<u>\$126.31</u>
Any size container c Collected 3 times each week	\$ 104.61 <u>\$129.63</u>	<u>\$144.59</u>	<u>\$159.55</u>	<u>\$174.50</u>	<u>\$189.46</u>
Any size container c Collected 4 times each week	\$ 139.48 <u>\$172.84</u>	<u>\$192.78</u>	<u>\$212.73</u>	<u>\$232.67</u>	<u>\$252.62</u>
Any size container c Collected 5 times each week	\$ 174.35 <u>\$216.05</u>	<u>\$240.97</u>	<u>\$265.90</u>	<u>\$290.82</u>	<u>\$315.75</u>
Any size container c Collected 6 times each week	\$ 209.22 <u>\$259.26</u>	<u>\$289.17</u>	<u>\$319.08</u>	<u>\$348.99</u>	<u>\$378.90</u>

(4) ~~Beginning October 1, 2013, t~~The monthly solid waste disposal fee for dumpster-type containers shall be as follows:

	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
2 yard container collected 1 time each week	\$ 8.51 <u>\$28.81</u>	<u>\$32.13</u>	<u>\$35.45</u>	<u>\$38.77</u>	<u>\$42.09</u>
2 yard container collected 2 times each week	\$17.03 <u>\$57.59</u>	<u>\$64.23</u>	<u>\$70.88</u>	<u>\$77.52</u>	<u>\$84.16</u>
2 yard container collected 3 times each week	\$25.54 <u>\$86.35</u>	<u>\$96.32</u>	<u>\$106.29</u>	<u>\$116.26</u>	<u>\$126.23</u>
2 yard container collected 4 times each week	\$ 34.05 <u>\$115.13</u>	<u>\$128.42</u>	<u>\$141.72</u>	<u>\$155.01</u>	<u>\$168.31</u>
2 yard container collected 5 times each week	\$ 42.57 <u>\$143.93</u>	<u>\$160.55</u>	<u>\$177.17</u>	<u>\$193.79</u>	<u>\$210.41</u>
2 yard container collected 6 times each week	\$ 51.08 <u>\$172.72</u>	<u>\$192.66</u>	<u>\$212.61</u>	<u>\$232.55</u>	<u>\$252.49</u>
4 yard container collected 1 time each week	\$ 17.03 <u>\$46.66</u>	<u>\$55.32</u>	<u>\$63.97</u>	<u>\$72.63</u>	<u>\$81.28</u>
4 yard container collected 2 times each week	\$ 34.05 <u>\$93.23</u>	<u>\$110.56</u>	<u>\$127.89</u>	<u>\$145.22</u>	<u>\$162.55</u>
4 yard container collected 3 times each week	\$ 51.08 <u>\$139.88</u>	<u>\$165.87</u>	<u>\$191.86</u>	<u>\$217.84</u>	<u>\$243.83</u>
4 yard container collected 4 times each week	\$ 68.11 <u>\$186.48</u>	<u>\$221.13</u>	<u>\$255.79</u>	<u>\$290.44</u>	<u>\$325.10</u>
4 yard container collected 5 times each week	\$ 85.13 <u>\$233.09</u>	<u>\$276.42</u>	<u>\$319.74</u>	<u>\$363.07</u>	<u>\$406.39</u>

4 yard container collected 6 times each week	\$ 102.16 <u>\$279.73</u>	<u>\$331.72</u>	<u>\$383.70</u>	<u>\$435.69</u>	<u>\$487.68</u>
6 yard container collected 1 time each week	\$ 25.54 <u>\$64.48</u>	<u>\$78.48</u>	<u>\$92.48</u>	<u>\$106.48</u>	<u>\$120.48</u>
6 yard container collected 2 times each week	\$ 51.08 <u>\$128.93</u>	<u>\$156.93</u>	<u>\$184.94</u>	<u>\$212.94</u>	<u>\$240.95</u>
6 yard container collected 3 times each week	\$ 76.62 <u>\$193.37</u>	<u>\$235.38</u>	<u>\$277.39</u>	<u>\$319.40</u>	<u>\$361.41</u>
6 yard container collected 4 times each week	\$ 102.16 <u>\$257.83</u>	<u>\$313.84</u>	<u>\$369.86</u>	<u>\$425.87</u>	<u>\$481.89</u>
6 yard container collected 5 times each week	\$ 127.70 <u>\$322.29</u>	<u>\$392.31</u>	<u>\$462.34</u>	<u>\$532.36</u>	<u>\$602.38</u>
6 yard container collected 6 times each week	\$ 153.24 <u>\$386.77</u>	<u>\$470.79</u>	<u>\$554.81</u>	<u>\$638.84</u>	<u>\$722.86</u>
8 yard container collected 1 time each week	\$ 34.05 <u>\$82.31</u>	<u>\$101.65</u>	<u>\$120.99</u>	<u>\$140.33</u>	<u>\$159.67</u>
8 yard container collected 2 times each week	\$ 68.11 <u>\$164.58</u>	<u>\$203.27</u>	<u>\$241.96</u>	<u>\$280.65</u>	<u>\$319.33</u>
8 yard container collected 3 times each week	\$ 102.16 <u>\$246.88</u>	<u>\$304.91</u>	<u>\$362.94</u>	<u>\$420.97</u>	<u>\$479.00</u>
8 yard container collected 4 times each week	\$ 136.21 <u>\$329.19</u>	<u>\$406.56</u>	<u>\$483.93</u>	<u>\$561.30</u>	<u>\$638.67</u>
8 yard container collected 5 times each week	\$ 170.27 <u>\$411.48</u>	<u>\$508.20</u>	<u>\$604.93</u>	<u>\$701.65</u>	<u>\$798.37</u>
8 yard container collected 6 times each week	\$ 204.32 <u>\$493.77</u>	<u>\$609.84</u>	<u>\$725.90</u>	<u>\$841.97</u>	<u>\$958.04</u>

(5) ~~Beginning October 1, 2013, the monthly solid waste disposal fee for dumpster type containers shall be as follows:~~

~~2 yard container collected 1 time each week — \$ 8.51~~
~~2 yard container collected 2 times each week — \$ 17.03~~
~~2 yard container collected 3 times each week — \$ 25.54~~
~~2 yard container collected 4 times each week — \$ 34.05~~
~~2 yard container collected 5 times each week — \$ 42.57~~
~~2 yard container collected 6 times each week — \$ 51.08~~
~~4 yard container collected 1 time each week — \$ 17.03~~
~~4 yard container collected 2 times each week — \$ 34.05~~
~~4 yard container collected 3 times each week — \$ 51.08~~
~~4 yard container collected 4 times each week — \$ 68.11~~
~~4 yard container collected 5 times each week — \$ 85.13~~
~~4 yard container collected 6 times each week — \$ 102.16~~
~~6 yard container collected 1 time each week — \$ 25.54~~

~~6 yard container collected 2 times each week \$ 51.08~~
~~6 yard container collected 3 times each week \$ 76.62~~
~~6 yard container collected 4 times each week \$ 102.16~~
~~6 yard container collected 5 times each week \$ 127.70~~
~~6 yard container collected 6 times each week \$ 153.24~~
~~8 yard container collected 1 time each week \$ 34.05~~
~~8 yard container collected 2 times each week \$ 68.11~~
~~8 yard container collected 3 times each week \$ 102.16~~
~~8 yard container collected 4 times each week \$ 136.21~~
~~8 yard container collected 5 times each week \$ 170.27~~
~~8 yard container collected 6 times each week \$ 204.32~~

~~(5)(6)~~ Any Every customer who shares a dumpster shall pay either the monthly fees a minimum charge per month for collection and disposal, per Sections 22-87 (1) (2) and (2) (3) respectively, or shall pay the customer's proportionate share of the total monthly charges for the dumpster based on the number of users of the shared dumpster, whichever sum is greater if more than this amount, each.

~~(6)(7)~~ The use of solid waste collection services, including dumpster or other garbage and trash collection receptacles, shall be limited to the person(s) paying the monthly fee for the garbage collection service for such dumpster or receptacle. Any person, resident or nonresident, who disposes of solid waste by placing it in a dumpster or other receptacle at a location within the municipal limits for which that person does not pay the appropriate periodic fee for the garbage collection services shall be guilty of a violation of this Code. The City can install dumpster locks, upon customer request, for \$150.00 per lock.

SECTION 3. AMENDMENT TO SEC. 22-88, CITY CODE. Section 22-88 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec 22-88. - Indexing of City solid waste rates.

Effective October 1 of each year, beginning October 1, 2014~~29~~, the solid waste disposal and collection charges identified herein shall be increased by the greater of 3.0 percent or the annual change in the US Consumer Price Index - Garbage and Trash Collection Series (Series ID CUUR0000SEHG02, or any such successor series) as measured during the month of May.

SECTION 4. SEVERABILITY. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provision of this ordinance are hereby declared severable.

SECTION 5. CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The provisions of this Ordinance shall be included and incorporated within the Code of Ordinances of the City of Wauchula.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect April 1, 2025.

This ordinance was moved for approval by Commissioner _____ . The motion was seconded by Commissioner _____ , and upon being put to a vote, the vote was as follows:

Commissioner Richard Keith Nadaskay, Jr.	_____	insert yes or no
Commissioner Russell Graylin Smith	_____	insert yes or no
Commissioner Gary D. Smith	_____	insert yes or no
Commissioner Sherri Albritton	_____	insert yes or no
Commissioner Anne Miller	_____	insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 10th day of March, 2025; that the first reading of said ordinance was held on the 10th day of February, 2025; that the public hearings were held on the 10th day of February, 2025; and on the 10th day of March, 2025; and that the second and final reading of said ordinances was held on the 10th day of March, 2025.

Stephanie Camacho, City Clerk

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 35.18 ACRES LOCATED ALONG US HIGHWAY 17 NB (PARCEL NUMBERS 3-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000) AS FURTHER IDENTIFIED IN EXHIBIT “A” HEREOF, INTO THE INCORPORATED LIMITS OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION, THE MAILING OF CERTIFIED NOTICE TO THE COUNTY, AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR HARDEE COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF HARDEE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 171 Florida Statutes, authorizes and empowers incorporated municipalities of the State of Florida to annex into the incorporated limits of said municipalities unincorporated areas of the county in which said municipalities are located, provided certain criteria are followed; and

WHEREAS, The Hardee County Board of County Commissioners (BOCC), owner of the hereinafter described land located within the unincorporated area of Hardee County, Florida (the “County”) has requested, consented to, and petitioned the City of Wauchula (“City”) to annex said land into the incorporated limits of the City, pursuant to the criteria of Section 171.044, Florida Statutes; and

WHEREAS, the City Commission hereby finds and determines that said land is contiguous, reasonably compact, and urban in character as defined in Section 171.031, Florida Statutes; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general

circulation notifying the public of this proposed ordinance and of public hearings to be held at City Hall in the City of Wauchula; and

WHEREAS, in the exercise of its authority, the City Commission of the City has determined it is in the best interest of the public health, safety and general welfare of the City and its residents to annex said land into the incorporated limits thereof.

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

Section 1. Annexation of Property. The “BOCC property”, pursuant to Section 171.044, Florida Statutes shall be and is hereby annexed into the incorporated limits of the City of Wauchula, Florida, and the boundary lines of the municipality shall be redefined to include the property described in Exhibit “A” attached to and incorporated into this ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

Section 3. Notice of Proposed Annexation. Notice of the proposed annexation shall be published at least once each week for two consecutive weeks in a newspaper published in Hardee County, Florida, before final passage. A certified copy of this Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Hardee County, Florida, and with the Department of State, of the State of Florida, within seven (7) days after the adoption of this Ordinance. Not fewer than 10 days prior to publishing or posting the ordinance notice required under state statute, the City Commission shall provide a copy of the notice, via certified mail, to the Board of the County Commissioners of Hardee County, Florida.

Section 4. Land Use and Zoning. The said property shall, upon annexation, remain subject to the County’s land use plan and zoning or subdivision regulations until the City adopts a

comprehensive plan amendment that includes the property annexed. The City is simultaneously processing plan amendment and rezoning requests from the owner.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All other ordinances which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Effective Date. The ordinance shall take effective immediately upon adoption by the City Commission of the City of Wauchula, Florida.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this ____ day of March 10, 2025.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this _____ day of _____, 2025. This ordinance was moved for approval by Commissioner _____. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Anne Miller	_____ insert yes or no
Commissioner Sherri Albritton	_____ insert yes or no
Commissioner Richard Keith Nadaskay, Jr.	_____ insert yes or no
Commissioner Gary D. Smith	_____ insert yes or no
Commissioner Russell Graylin Smith	_____ insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

EXHIBIT "A": LEGAL DESCRIPTION AND MAP

Legal 1:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, LESS Railroad right-of-way. AND the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, LESS the North 245.00 feet of the East 190.00 feet thereof and subject to road right of way. All in Section 33 Township 33 South, Range 25 East, Hardee County, Florida.

Legal 2:

All that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying Easterly of U.S. Highway 17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East Hardee County, Florida.

Together with:

A portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence S $00^{\circ}26'27''$ E, a distance of 564.72 feet to a point on the Easterly right of way line of U.S Highway No. 17; thence S $12^{\circ}12'02''$ E along said Easterly right of way line, a distance of 65.31 feet; thence N $89^{\circ}51'58''$ E, a distance of 100.66 feet; thence North $12^{\circ}12'02''$ W, a distance of 318.75 feet; thence N $89^{\circ}51'58''$ E a distance of 351.21 feet; thence S $12^{\circ}12'02''$ E, a distance of 352.25 feet to a point on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $89^{\circ}52'21''$ E along said South line, a distance of 851.31 feet to the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $00^{\circ}10'38''$ W along the East line of the Southeast $\frac{1}{4}$ of said Section 33, a distance of 661.79 feet to the Northeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, thence S $89^{\circ}51'20''$ W along the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, distance of 1327.75 feet to the Point of Beginning.
LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

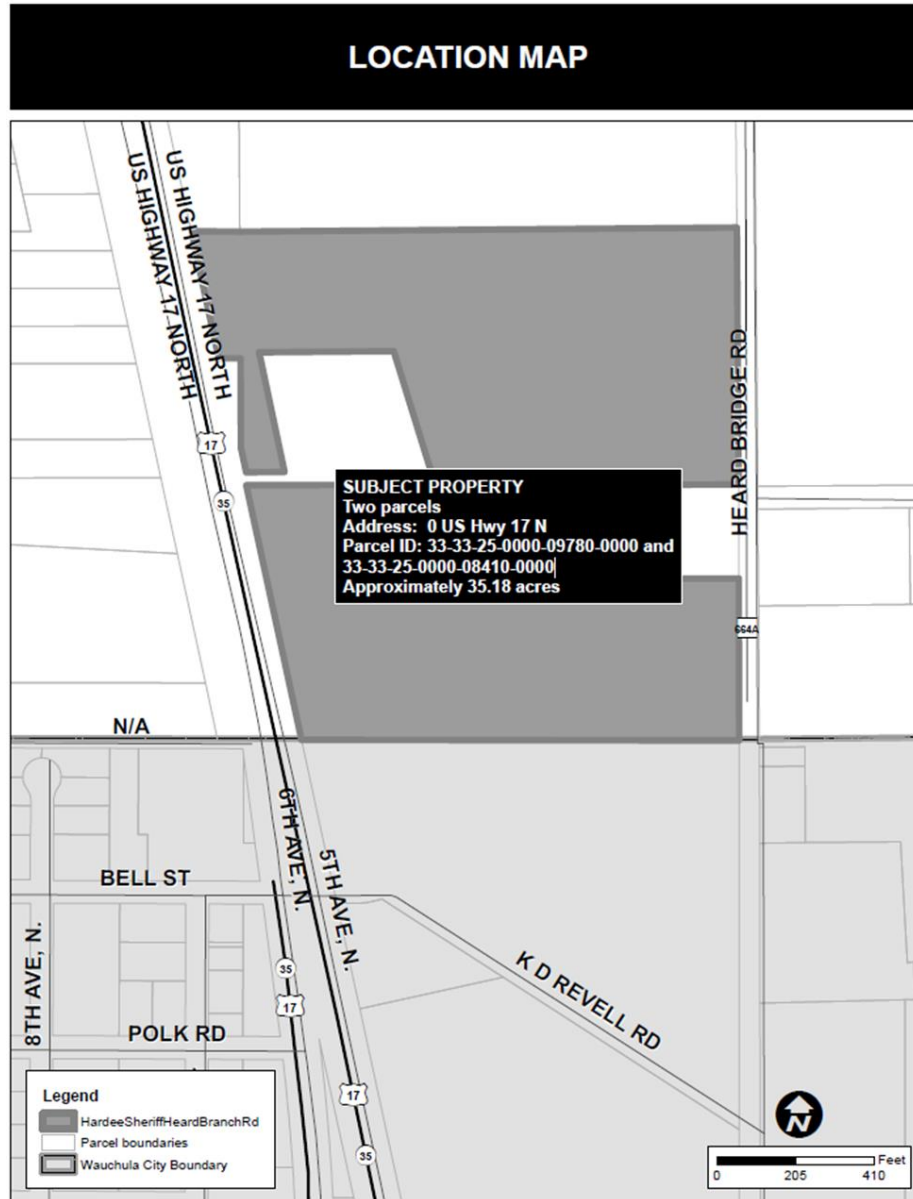
BEING MORE PARTICULARLY DESCRIBED AS:

A parcel of land being a portion of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}51'51''$ West along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, 116.37 feet to the intersection with the Easterly right-of-way line of State Road 35 (U.S. 17), as depicted on the Florida Department of Transportation right-of-way Map Section Number 06010-2532; thence South $12^{\circ}13'13''$ East along said Easterly right-of-way line 324.83 feet to the intersection with the North line of the South 247.67 feet of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence North $89^{\circ}32'11''$ East, 51.54 feet to the East line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Said Section 33, thence South $00^{\circ}25'51''$ East along said East line, 247.86 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South $12^{\circ}10'44''$ East along said Easterly right-of-way-line, 65.31 feet to the intersection with the North line of "Parcel 121" as described in Official Records Book 642, pages 1234 through 1238, Public Records of Hardee County, Florida; thence North $89^{\circ}52'52''$ East along said North Line 100.66 feet to the Westerly line of said "Parcel 121", thence North $12^{\circ}11'38''$ West along said Westerly line 318.75 feet to the North line of said "Parcel 121"; thence North $89^{\circ}52'22''$ East along said North line, 351.21 feet to the Northeast corner of said "Parcel 121"; thence South $12^{\circ}11'38''$ East along the Easterly line of said "Parcel 121", 352.25 feet to the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}52'22''$ West along said South line, 452.14 feet

to the intersection with said Easterly right-of-way line of State Road 35 (U.S.17); thence South 12°10'44" East along said Easterly right-of-way line, 675.89 feet to the South line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°55'20" East along said South line, 1128.01 feet to the intersection with the West right-of-way line of Heard Bridge Road, having a 70 foot right-of-way based on the right-of-way notecard provided by Hardee County Public Works Division; thence North 00°10'43" West along said West right-of-way line 416.87 feet to the South line the north 245.00 feet of the Southeast ¼ of the Southeast ¼; thence South 89°59'05" West along said South line, 149.29 feet to the West line of the East 190.00 feet of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 00°19'06" West along said West line, 244.64 feet to the South line of the North ½ of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°53'15" East along said South line, 149.89 feet to the intersection with said West right-of-way line of Heard Bridge Road; thence North 00°10'43" West along said West right-of-way line 661.92 feet to the intersection with the North line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence South 89°52'41" W along said North line, 1292.85 feet to the POINT OF BEGINNING.

Parcel No. 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000



On Monday, December 9, 2024, the City of Wauchula General Pension Board, met for a scheduled meeting in the Commission Chambers at 225 East Main Street, Suite 105, Wauchula.

Board Members present were Mayor Pro-Tem Neda Cobb, Russell Smith, Mayor Keith Nadaskay, Sherri Albritton and Gary Smith.

Nadaskay recessed the City Commission meeting and called to order the meeting of the Board of Directors of the General Pension

Approval of Minutes for September 9, 2024 General Pension Board Meeting

R. Smith motioned to approve the minutes as presented, seconded by G. Smith. All were in favor. Motion carried.

Quarterly Pension Report

Braxton presented the pension report to the Board. G. Smith motioned to approve the report, seconded by Albritton. All were in favor. Motion carried.

Detailed Accounting Report

Braxton presented the accounting report to the Board. Albritton motioned to approve the report, seconded by Cobb. All were in favor. Motion carried.

COLA Impact Statement

Braxton presented the impact statement to the Board for ordinance 2024-10. G. Smith motioned to approve the impact statement, seconded by Albritton. All were in favor. Motion carried.

126 S. 7th Ave
Wauchula, FL 33873



(863) 773-3131
(863) 773-0773 Fax

Item # 8.

March 10, 2025

GENERAL EMPLOYEE PENSION AND
OTHER POST-EMPLOYMENT BENEFITS (OPEB) FUND
MEETING DURING REGULAR COMMISSION MEETING BEGINNING AT 6:00 PM
225 E MAIN STREET, WAUCHULA, FL

2ND QUARTER MEETING FOR FY 2024 - 2025

REVIEW OF FUND ACTIVITY

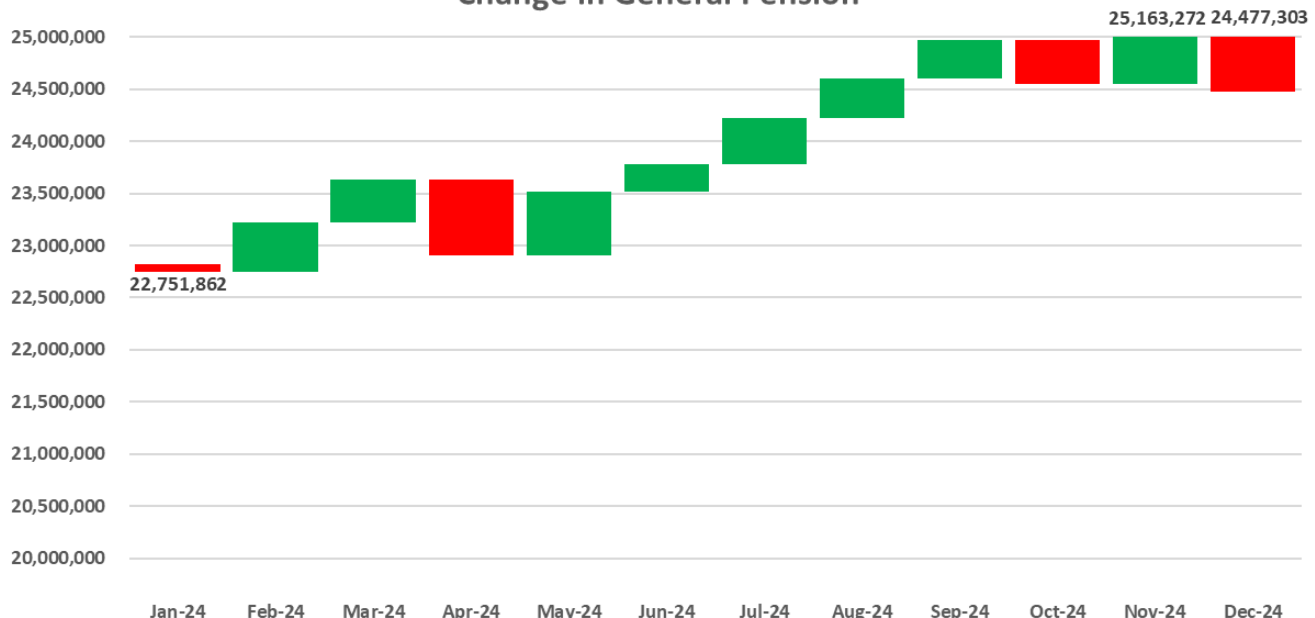
General Employee Pension Fund Reporting through Quarter 1 2024–2025

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	286,616	(524,079)	(249,796)	(10,881)	(498,140)	24,477,303
2nd Quarter						
3rd Quarter						
4th Quarter						
Total	286,616	(524,079)	(249,796)	(10,881)	(498,140)	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	2.03%				2.03%
Broad Market HQ Bond Fund	-3.10%				-3.10%
Large Cap Equity	0.59%				5.90%
Diversified Small to Mid Cap Portfolio	-2.96%				-2.96%
International Equity Portfolio	-5.01%				-5.01%
Core Plus Fixed Income Fund	-2.70%				-2.70%
Core Real Estate	0.49%				0.49%
Total Portfolio	-2.13%				-2.13%

Change in General Pension

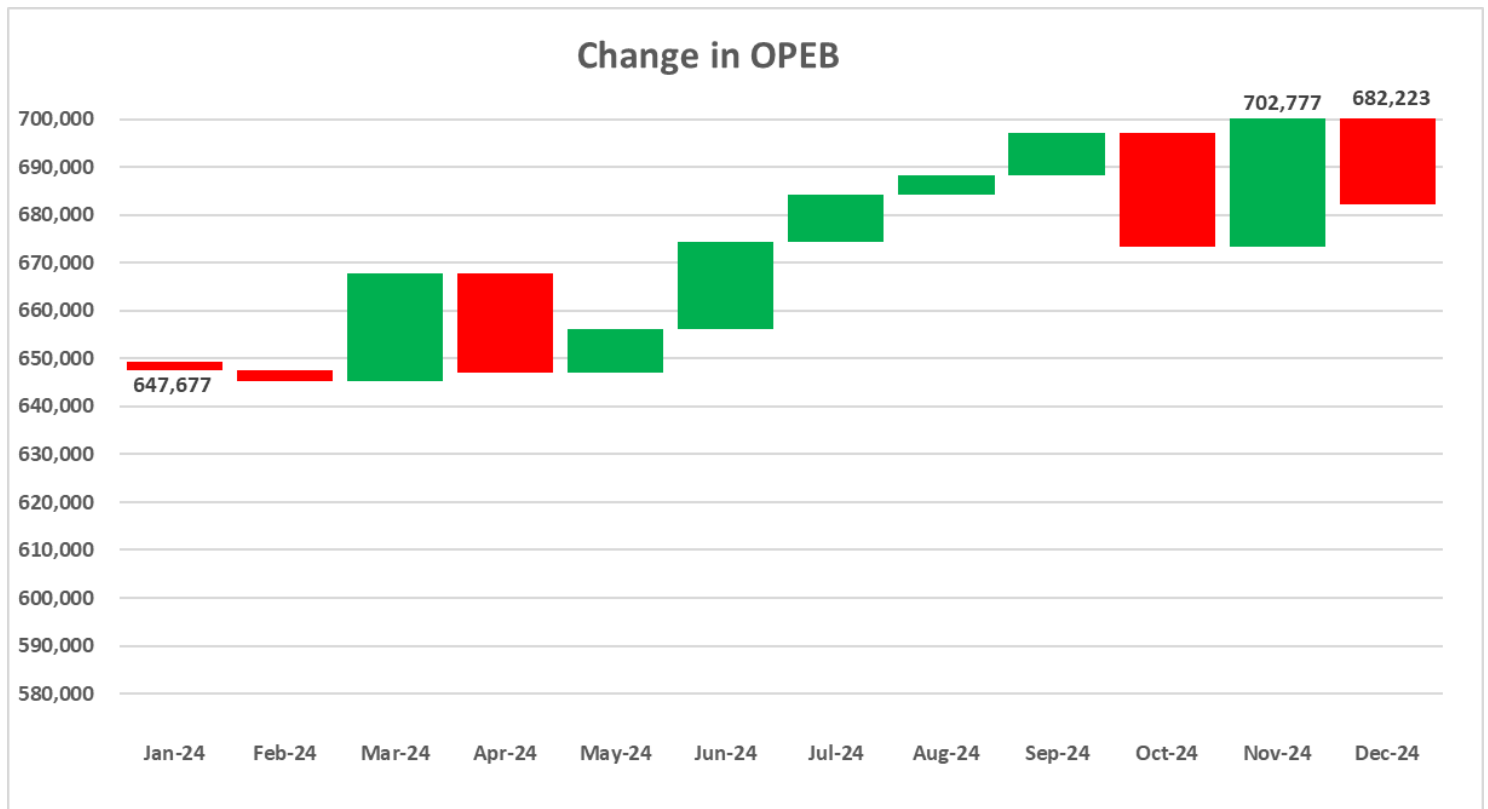


Other Post-Employment Benefits Fund Reporting through Quarter 1 2024–2025

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	42,313	(15,328)	(41,361)	(674)	(15,050)	682,223
2nd Quarter						
3rd Quarter						
4th Quarter						
Total	42,313	(15,328)	(41,361)	(674)	(15,050)	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	3.88%				3.88%
Broad Market HQ Bond Fund	-3.10%				-3.10%
Large Cap Equity	0.59%				0.59%
Diversified Small to Mid Cap Portfolio	-2.96%				-2.96%
International Equity Portfolio	-5.01%				-5.01%
Core Plus Fixed Income Fund	-2.70%				-2.70%
Core Real Estate	0.49%				0.49%
Total Portfolio	-2.16%				-2.16%



Plan Information for Quarter Ending

December 31, 2024

Wauchula General



Beginning Balance	\$24,975,443.57	Cash	\$244,773.05	1.0%
Contributions	\$286,615.98	Broad Market HQ Bond Fund	\$3,500,254.36	14.3%
Earnings	(\$524,078.90)	Core Plus Fixed Income	\$3,622,640.88	14.8%
Distributions	(\$249,796.04)	Diversified Large Cap	\$6,266,189.63	25.6%
Expenses	(\$10,881.36)	Diversified Small to Mid Cap	\$3,500,254.36	14.3%
Other	\$0.00	International Equity	\$5,066,801.77	20.7%
Ending Balance	<u>\$24,477,303.25</u>	Core Real Estate	\$2,276,389.20	9.3%

301 S. Bronough Street
P.O. Box 1757
Tallahassee, FL 32302
(800) 342 - 8112

Wauchula General

Plan Account Statement for 10/01/2024 to 12/31/2024

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
\$24,975,443.57	\$286,615.98	(\$524,078.90)	(\$249,796.04)	(\$10,881.36)	\$0.00	\$24,477,303.25

Transaction Detail

Contributions

Contribution Detail							Rollover Detail				
Date	Payroll Ending	Employer	EE Pre-Tax	EE After-Tax	State Excise	Subtotal	Date	Participant	EE Pre-Tax Rollover	EE After Tax Rollover	Total
10/04/2024	09/27/2024	\$0.00	\$13,404.88	\$0.00	\$0.00	\$13,404.88	Total				\$0.00
10/04/2024	09/27/2024	\$44,705.20	\$0.00	\$0.00	\$0.00	\$44,705.20					
10/18/2024	10/09/2024	\$17,374.12	\$0.00	\$0.00	\$0.00	\$17,374.12					
10/18/2024	10/09/2024	\$0.00	\$15,568.32	\$0.00	\$0.00	\$15,568.32					
10/30/2024	10/25/2024	\$0.00	\$20,516.57	\$0.00	\$0.00	\$20,516.57					
10/30/2024	10/25/2024	\$22,896.47	\$0.00	\$0.00	\$0.00	\$22,896.47					
11/13/2024	11/08/2024	\$0.00	\$15,089.89	\$0.00	\$0.00	\$15,089.89					
11/13/2024	11/08/2024	\$16,840.34	\$0.00	\$0.00	\$0.00	\$16,840.34					
11/13/2024	11/05/2024	\$0.00	\$146.94	\$0.00	\$0.00	\$146.94					
11/13/2024	11/05/2024	\$163.99	\$0.00	\$0.00	\$0.00	\$163.99					
11/19/2024	11/13/2024	\$0.00	\$4,944.83	\$0.00	\$0.00	\$4,944.83					
11/19/2024	11/13/2024	\$5,518.42	\$0.00	\$0.00	\$0.00	\$5,518.42					
12/02/2024	11/22/2024	\$0.00	\$15,811.03	\$0.00	\$0.00	\$15,811.03					
12/02/2024	11/22/2024	\$17,645.07	\$0.00	\$0.00	\$0.00	\$17,645.07					
12/02/2024	11/19/2024	\$0.00	\$130.60	\$0.00	\$0.00	\$130.60					
12/02/2024	11/19/2024	\$145.80	\$0.00	\$0.00	\$0.00	\$145.80					
12/06/2024	09/30/2024	\$10,222.38	\$0.00	\$0.00	\$0.00	\$10,222.38					
12/17/2024	12/06/2024	\$0.00	\$15,193.57	\$0.00	\$0.00	\$15,193.57					
12/17/2024	12/06/2024	\$16,955.97	\$0.00	\$0.00	\$0.00	\$16,955.97					
12/30/2024	12/20/2024	\$0.00	\$15,756.93	\$0.00	\$0.00	\$15,756.93					
12/30/2024	12/20/2024	\$17,584.66	\$0.00	\$0.00	\$0.00	\$17,584.66					
Total						\$286,615.98					

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
10/01/2024	R-2024-Quarterly4-064	VENDOR: FMPTF/ DETAIL: 09/30/2024 Quarterly Fees	(\$8,868.86)
10/01/2024	R2025-ANNL-060	VENDOR: FMPTF/ DETAIL: 2023-2024 Annual Administration Fee (1000)	(\$1,000.00)
11/26/2024	R-2025-11-00056	VENDOR: FMPTF/ DETAIL: Inv No 316-1024 Impact statement for ordinance 2024-10	(\$1,012.50)
Total			(\$10,881.36)

Other

Date	Description	Amount
Total		\$0.00

Earnings / (Losses)

Date	Amount
10/31/2024	(\$467,031.97)
11/30/2024	\$660,965.00
12/31/2024	(\$718,011.83)

301 S. Bronough Street
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Wauchula General

Plan Account Statement for 10/01/2024 to 12/31/2024

Total				(\$524,078.90)		
Distributions						
Lump Sum Detail				Recurring Payment Detail		
Date	Participant	Type	Amount	Date	Participant	Amount
10/11/2024	Marvella Albarran	Lump Sum	(\$2,010.06)	10/01/2024	Aguilar , Jeannie	(\$2,220.06)
11/22/2024	David Lopez	Lump Sum	(\$375.84)	10/01/2024	Allen, Stanley	(\$1,097.14)
11/22/2024	Tristan Hall	Lump Sum	(\$382.35)	10/01/2024	Atchley, Terry	(\$3,720.78)
11/08/2024	Owen Skinner	Lump Sum	(\$14,198.75)	10/01/2024	Beattie , Maria	(\$673.50)
Total			(\$16,967.00)	10/01/2024	Braddock, James A.	(\$2,324.54)
				10/01/2024	Brown, Mavis	(\$100.00)
				10/01/2024	Brown, Randall	(\$1,321.77)
				10/01/2024	Burton , Jean	(\$112.95)
				10/01/2024	Carlton, Freddie	(\$778.26)
				10/01/2024	Chestnut, Sandra L.	(\$2,179.33)
				10/01/2024	Cogburn, Shirley	(\$100.00)
				10/01/2024	Conerly, Jerry	(\$100.00)
				10/01/2024	Dulanski Jr, John C	(\$918.65)
				10/01/2024	Dupree, Suzanne	(\$100.00)
				10/01/2024	Ellis, Donnie	(\$1,701.88)
				10/01/2024	Flippin, Michael	(\$617.95)
				10/01/2024	Gibbs, Susan K.	(\$1,647.76)
				10/01/2024	Gibney, John	(\$1,250.16)
				10/01/2024	Grimes, Fayree	(\$100.00)
				10/01/2024	Ham, Mathew	(\$1,242.66)
				10/01/2024	Harris, Thomas R.	(\$2,832.80)
				10/01/2024	Harsh, Victoria L.	(\$2,193.39)
				10/01/2024	Hartley, James	(\$1,819.05)
				10/01/2024	Heine, Michael	(\$4,876.43)
				10/01/2024	Johnson, Billy	(\$1,715.41)
				10/01/2024	Kilpatrick, Donald	(\$1,768.46)
				10/01/2024	Lake, Dennis	(\$2,613.00)
				10/01/2024	Limoges, Kyle	(\$728.68)
				10/01/2024	Maddox, Andrew	(\$5,086.29)
				10/01/2024	McClellan , Beverly Smith	(\$2,773.02)
				10/01/2024	Minear, James	(\$1,749.58)
				10/01/2024	Morris, Alfred	(\$3,622.32)
				10/01/2024	Morris, Robert W.	(\$4,955.53)
				10/01/2024	Norwood, Charles	(\$100.00)
				10/01/2024	Osteen, Claude	(\$3,700.85)
				10/01/2024	Osteen, Kenneth	(\$3,100.14)
				10/01/2024	Outley , Bessie	(\$1,654.49)
				10/01/2024	Pearson, Conrad	(\$733.92)
				10/01/2024	Pearson, Tammy	(\$1,036.14)
				10/01/2024	Quackenbush, Bernard	(\$883.18)
				10/01/2024	Russell , Mary Sue	(\$934.86)
				10/01/2024	Snyder, Virginia	(\$2,368.45)
				10/01/2024	Stanford, Margie	(\$672.30)
				10/01/2024	Svendsen, Theresa A	(\$2,795.22)
				10/01/2024	Willis, Mark A.	(\$1,003.00)
				11/01/2024	Aguilar , Jeannie	(\$2,220.06)
				11/01/2024	Allen, Stanley	(\$1,097.14)

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301 S. Bronough Street
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Wauchula General

Plan Account Statement for 10/01/2024 to 12/31/2024

11/01/2024	Atchley, Terry	(\$3,720.78)
11/01/2024	Beattie , Maria	(\$673.50)
11/01/2024	Braddock, James A.	(\$2,324.54)
11/01/2024	Brown, Mavis	(\$100.00)
11/01/2024	Brown, Randall	(\$1,321.77)
11/01/2024	Burton , Jean	(\$112.95)
11/01/2024	Carlton, Freddie	(\$778.26)
11/01/2024	Chestnut, Sandra L.	(\$2,179.33)
11/01/2024	Cogburn, Shirley	(\$100.00)
11/01/2024	Conerly, Jerry	(\$100.00)
11/01/2024	Dulanski Jr, John C	(\$918.65)
11/01/2024	Dupree, Suzanne	(\$100.00)
11/01/2024	Ellis, Donnie	(\$1,701.88)
11/01/2024	Flippin, Michael	(\$617.95)
11/01/2024	Gibbs, Susan K.	(\$1,647.76)
11/01/2024	Gibney, John	(\$1,250.16)
11/01/2024	Grimes, Fayree	(\$100.00)
11/01/2024	Ham, Mathew	(\$621.33)
11/01/2024	Harris, Thomas R.	(\$2,832.80)
11/01/2024	Harsh, Victoria L.	(\$2,193.39)
11/01/2024	Hartley, James	(\$1,819.05)
11/01/2024	Heine, Michael	(\$4,876.43)
11/01/2024	Johnson, Billy	(\$1,715.41)
11/01/2024	Kilpatrick, Donald	(\$1,768.46)
11/01/2024	Lake, Dennis	(\$2,613.00)
11/01/2024	Limoges, Kyle	(\$728.68)
11/01/2024	Maddox, Andrew	(\$5,086.29)
11/01/2024	McClellan , Beverly Smith	(\$2,773.02)
11/01/2024	Minear, James	(\$1,749.58)
11/01/2024	Morris, Alfred	(\$3,622.32)
11/01/2024	Morris, Robert W.	(\$4,955.53)
11/01/2024	Norwood, Charles	(\$100.00)
11/01/2024	Osteen, Claude	(\$3,700.85)
11/01/2024	Osteen, Kenneth	(\$3,100.14)
11/01/2024	Outley , Bessie	(\$1,654.49)
11/01/2024	Pearson, Conrad	(\$733.92)
11/01/2024	Pearson, Tammy	(\$1,036.14)
11/01/2024	Quackenbush, Bernard	(\$883.18)
11/01/2024	Russell , Mary Sue	(\$934.86)
11/01/2024	Snyder, Virginia	(\$2,368.45)
11/01/2024	Stanford, Margie	(\$672.30)
11/01/2024	Svendsen, Theresa A	(\$2,795.22)
11/01/2024	Willis, Mark A.	(\$1,003.00)
12/01/2024	Aguilar , Jeannie	(\$2,220.06)
12/01/2024	Allen, Stanley	(\$1,097.14)
12/01/2024	Atchley, Terry	(\$3,720.78)
12/01/2024	Beattie , Maria	(\$673.50)
12/01/2024	Braddock, James A.	(\$2,324.54)
12/01/2024	Brown, Mavis	(\$100.00)
12/01/2024	Brown, Randall	(\$1,321.77)
12/01/2024	Burton , Jean	(\$112.95)
12/01/2024	Carlton, Freddie	(\$778.26)
12/01/2024	Chestnut, Sandra L.	(\$2,179.33)
12/01/2024	Cogburn, Shirley	(\$100.00)

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Wauchula General

Plan Account Statement for 10/01/2024 to 12/31/2024

12/01/2024	Conerly, Jerry	(\$100.00)
12/01/2024	Dulanski Jr, John C	(\$918.65)
12/01/2024	Dupree, Suzanne	(\$100.00)
12/01/2024	Ellis, Donnie	(\$1,701.88)
12/01/2024	Flippin, Michael	(\$617.95)
12/01/2024	Gibbs, Susan K.	(\$1,647.76)
12/01/2024	Gibney, John	(\$1,250.16)
12/01/2024	Grimes, Fayree	(\$100.00)
12/01/2024	Ham, Mathew	(\$621.33)
12/01/2024	Harris, Thomas R.	(\$2,832.80)
12/01/2024	Harsh, Victoria L.	(\$2,193.39)
12/01/2024	Hartley, James	(\$1,819.05)
12/01/2024	Heine, Michael	(\$4,876.43)
12/01/2024	Johnson, Billy	(\$1,715.41)
12/01/2024	Kilpatrick, Donald	(\$1,768.46)
12/01/2024	Lake, Dennis	(\$2,613.00)
12/01/2024	Limoges, Kyle	(\$728.68)
12/01/2024	Maddox, Andrew	(\$5,086.29)
12/01/2024	McClellan , Beverly Smith	(\$2,773.02)
12/01/2024	Minear, James	(\$1,749.58)
12/01/2024	Morris, Alfred	(\$3,622.32)
12/01/2024	Morris, Robert W.	(\$4,955.53)
12/01/2024	Norwood, Charles	(\$100.00)
12/01/2024	Osteen, Claude	(\$3,700.85)
12/01/2024	Osteen, Kenneth	(\$3,100.14)
12/01/2024	Outley , Bessie	(\$1,654.49)
12/01/2024	Pearson, Conrad	(\$733.92)
12/01/2024	Pearson, Tammy	(\$1,036.14)
12/01/2024	Quackenbush, Bernard	(\$883.18)
12/01/2024	Russell , Mary Sue	(\$934.86)
12/01/2024	Snyder, Virginia	(\$2,368.45)
12/01/2024	Stanford, Margie	(\$672.30)
12/01/2024	Svensden, Theresa A	(\$2,795.22)
12/01/2024	Willis, Mark A.	(\$1,003.00)
Total		(\$232,829.04)

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation
Executive Summary
As of December 31, 2024

60% Equity Allocation

- The FOMC reduced the Federal Funds target rate by 50 bps to 4.25% - 4.75% in the fourth quarter, as expected. However the committee's economic projections signaled a hawkish bias towards only two rate cuts in 2025. Equity markets were lower in December as markets reacted to the hawkish Fed projections. Small cap stocks lagged as the risk from higher than expected rates offset the prior month's optimism over potential benefits from election results. The US Treasury curve steepened in December with longer-term bond rates rising as markets came around to the view that rates are likely to remain well above pre-pandemic levels in 2025. Real estate returns were positive in the 4th quarter for the first time since 3rd quarter of 2022. All sectors but Offices produced positive returns in the quarter. The 60% Equity Allocation slightly trailed the Target Index in the fourth quarter, falling 2.1% vs. down 1.7% for the index.
- This allocation has earned an 8.7% return over the past year, and has nearly matched the performance of the Target Index over the past 3 years (up 1.9% vs. up 2.0%).
- Over the past 10 years, this allocation is up 6.6% on average annually. While this performance is slightly behind the target index (up 6.8%) the risk-controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund continued to perform in line with the Bloomberg US Aggregate A+ Index in the fourth quarter (down both down 3.1%). The Fund has continued to benefit from its exposure to the ABS sector and security selection within the MBS sector. The past 5 years, the Fund has achieved nearly 30 basis points of excess return on average annually relative to the benchmark.
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund provided downside protection in the fourth quarter relative to the Bloomberg Multiverse, down 2.7% vs. down 5.0%. The fund benefited from continuing to hold an overweight to ABS and CMBS, and the lower relative quality of its holdings. Strong security selection within the Industrials, Financials and agency MBS sectors continues to move the Fund forward. The fund has outpaced the benchmark by over 580 basis points over the past year.
- In the 10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 1.4% on average annually, ahead of the benchmark (up 0.4%).

FMIvT Diversified Large Cap Equity Portfolio

- The fund is allocated 60% to the SSgA S&P 500 Fund, and 20% each to the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund. This fund provides investors with exposure to core, value, and growth opportunities within the US large cap equity marketplace. The SSgA S&P 500 Fund replaced Intech in the fourth quarter 2023.
- U.S. equities continued to produce strong results in the fourth quarter with solid earnings and momentum continuing to drive US large cap returns, but volatility has increased as investors are increasingly wary of the elevated valuations for the large cap tech names that have propelled the rally. The underweight to the information technology and consumer discretionary sectors, and thus, being underweight to the Magnificent 7, continues to be biggest driver in the recent underperformance for the Diversified Large Cap Equity Portfolio.
- Despite the near term difficulties, the Diversified Large Cap Equity portfolio has achieved a 12.2% on average annually over the past 5 years.

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation
Executive Summary
As of December 31, 2024

FMIvT Diversified Small to Mid Cap Equity Fund

- SMID cap stocks lagged as the risk from higher than expected rates offset the optimism over potential benefits from election results. SMID cap earnings growth has been roughly flat over the last 3 years, and the Fund needs to see the high quality companies held deliver on earnings growth. Despite underperforming in the fourth quarter, the Fund has outpaced the benchmark by 390 basis points over the past 3 years.
- This strategy has generated very strong results over the past 10 years, rising 12.3% on average annually compared with 8.9% for the benchmark. Furthermore, the fund ranked in the top 4th percentile of its peer group, with a more modest risk profile and very strong risk-adjusted returns.

FMIvT International Equity Portfolio

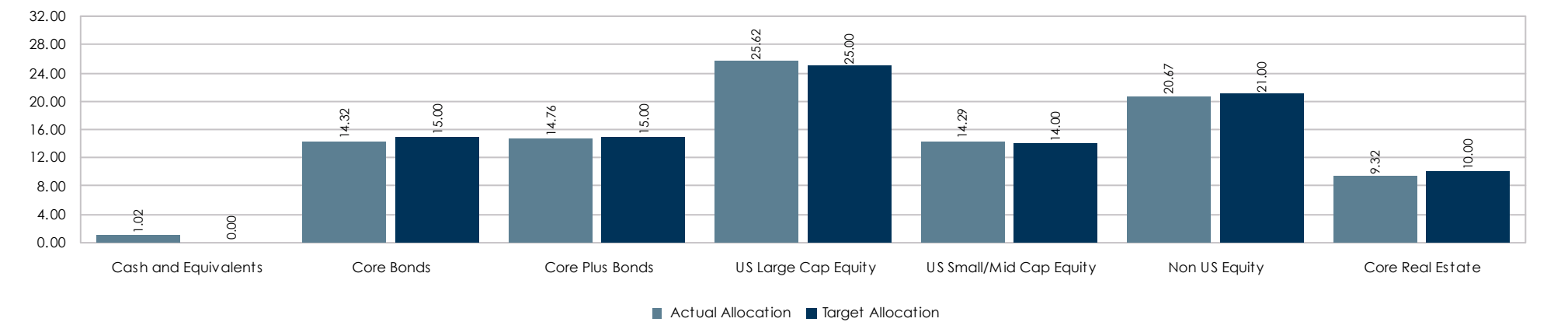
- The FMIvT International Equity Portfolio's momentum continued to slow in the 4th quarter with the fund falling 5.0% vs. down 7.6% for the MSCI ACWI ex US – Net benchmark. Stock picking in industrials and financials drove performance the most in the 4th quarter. The fund has outperformed the benchmark over the past year (up 6.6% vs. up 5.5%).
- While lagging on a 3 year basis, the portfolio has nearly matched the benchmark over the past 5 years (up 4.0% vs. up 4.1%).
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

FMIvT Core Real Estate Portfolio

- In early 2023, a \$50 million redemption was submitted in order to rebalance the portfolio with the proceeds scheduled to be paid out over several quarters. This will reduce the total commitment to \$100 million once all the proceeds are received.
- While falling just 1.0% over the trailing one year, the FMIvT Core Real Estate portfolio significantly outperformed the benchmark (down 2.3%) with the large allocation to industrial and apartment properties providing the biggest boost. The office sector has continued to drag on performance with corporate work from home policies increasing vacancies.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 3 years and has achieved over 180 basis points of excess return over the benchmark over the past 5 years.

Total Portfolio

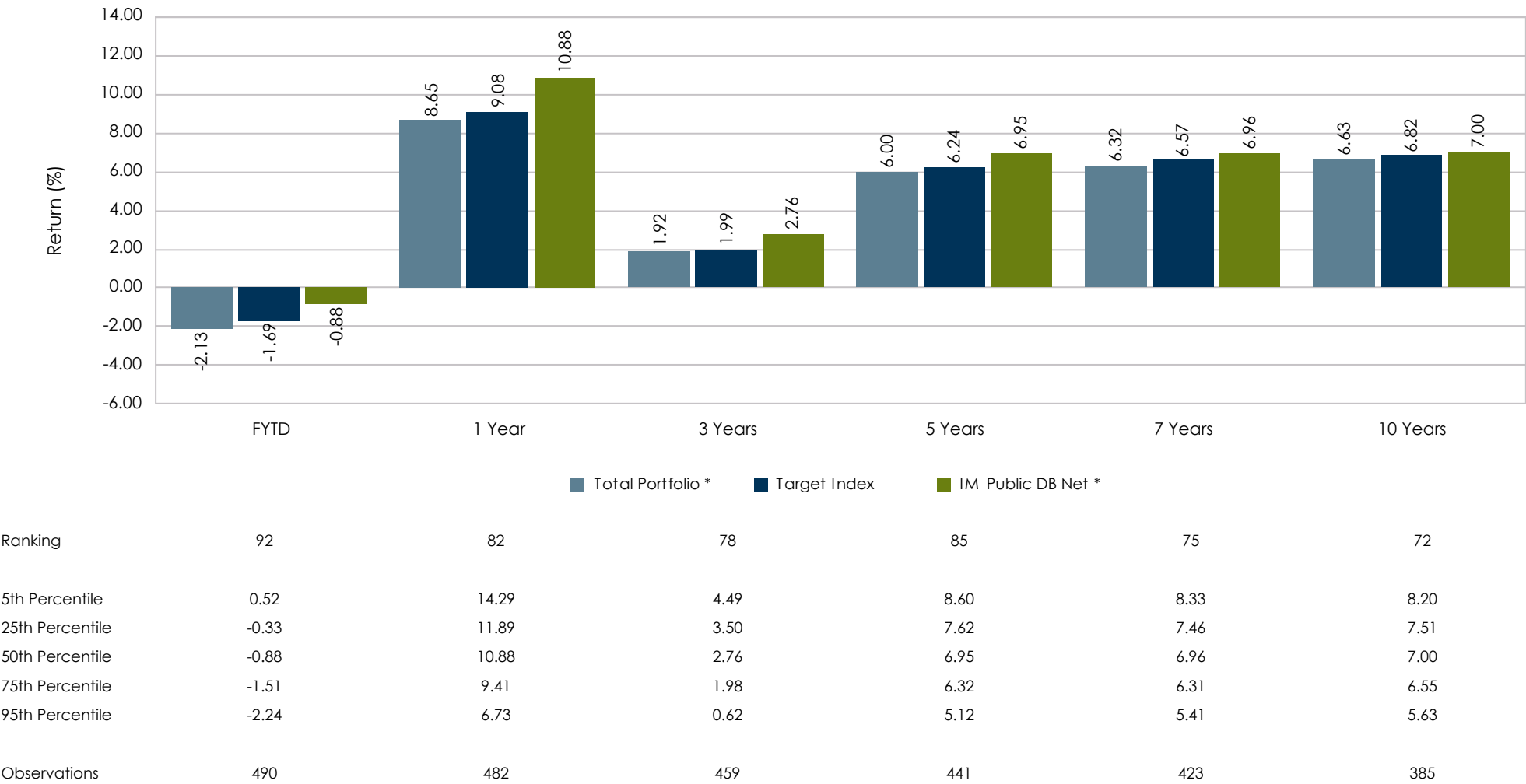
For the Period Ending December 31, 2024



	Market Value (\$000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	623,868	100.00	100.00	
Cash and Equivalents	6,334	1.02	0.00	1.02
Fixed Income	181,419	29.08	30.00	-0.92
Core Bonds	89,353	14.32	15.00	-0.68
Core Plus Bonds	92,066	14.76	15.00	-0.24
Equity	377,943	60.58	60.00	0.58
US Equity	248,985	39.91	39.00	0.91
US Large Cap Equity	159,820	25.62	25.00	0.62
US Small/Mid Cap Equity	89,165	14.29	14.00	0.29
Non US Equity	128,958	20.67	21.00	-0.33
Core Real Estate	58,172	9.32	10.00	-0.68

Total Portfolio

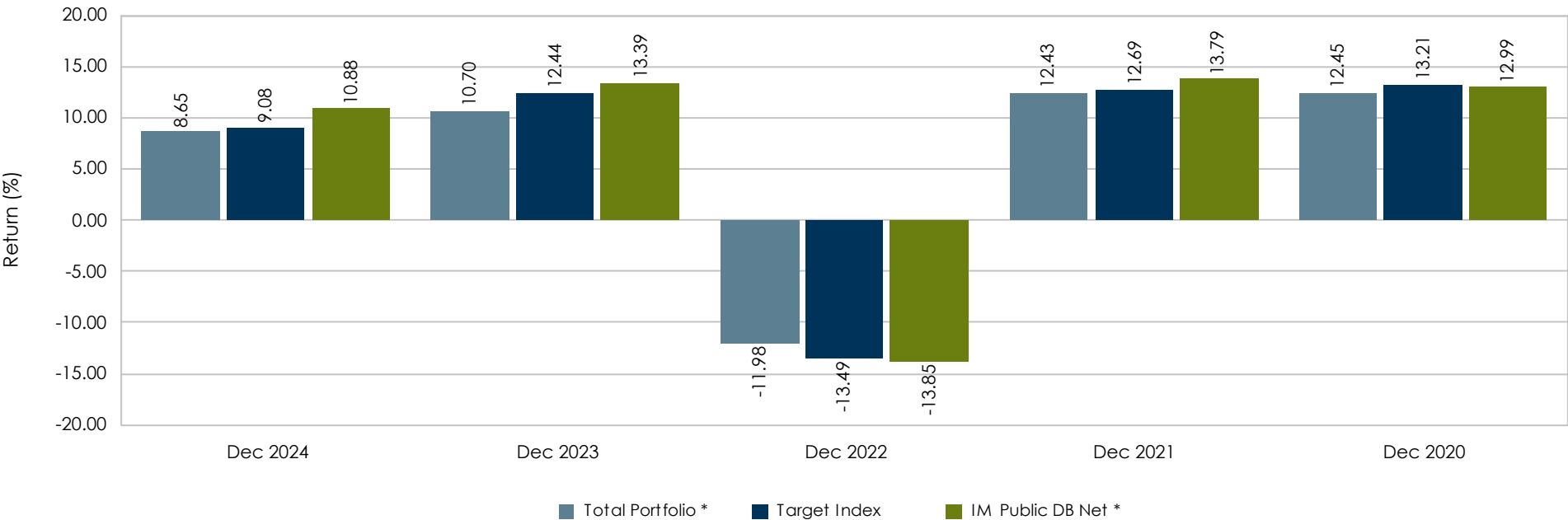
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Total Portfolio

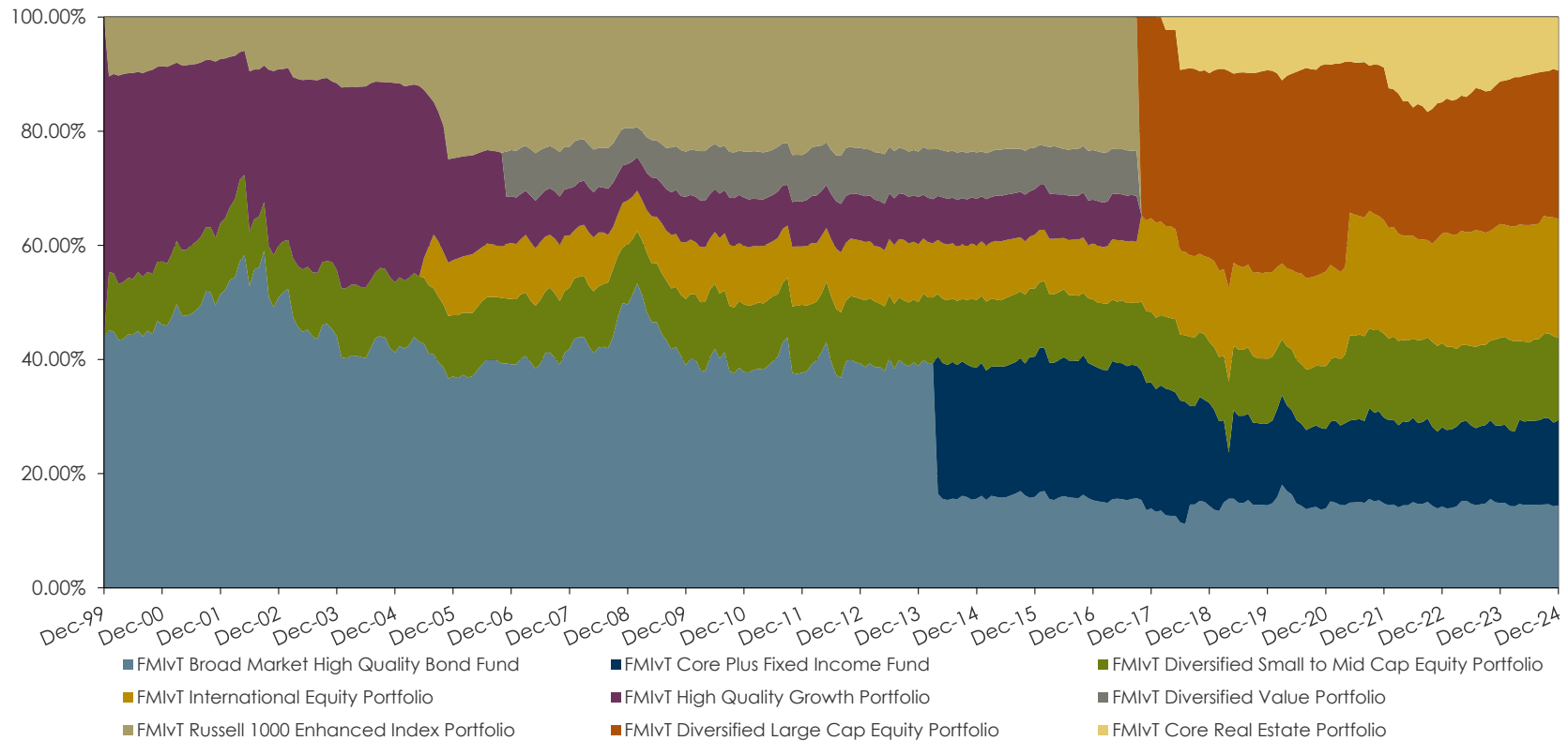
For the One Year Periods Ending December



Ranking	82	85	26	72	57
5th Percentile	14.29	18.06	-8.04	17.83	17.91
25th Percentile	11.89	15.05	-11.91	15.29	15.26
50th Percentile	10.88	13.39	-13.85	13.79	12.99
75th Percentile	9.41	11.61	-15.41	12.19	11.04
95th Percentile	6.73	8.45	-17.47	9.56	7.49
Observations	482	547	539	559	596

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Total Portfolio Historical Manager Allocation



January 1998: Initial allocation to Broad Market HQ Bond and HQ Growth Equity only.

January 2000: Added exposure to Small Cap markets and passive Large Cap.

February 2004: Increased equity portfolio exposure through reduction in the Broad Market HQ Bond Fund.

May 2005: Added International exposure; increased the Large Core allocation to reduce the Fund's growth bias.

November 2006: Added Large Cap Value allocation to balance the style exposure.

April 2014: Added Core Plus Fixed Income.

October 2017: FMIvT Diversified Large Cap Equity Portfolio was created, which combines the large cap core, value, and growth portfolios.

March 2018: Added Core Real Estate Portfolio.

Performance vs. Objectives

For the Periods Ending December 31, 2024

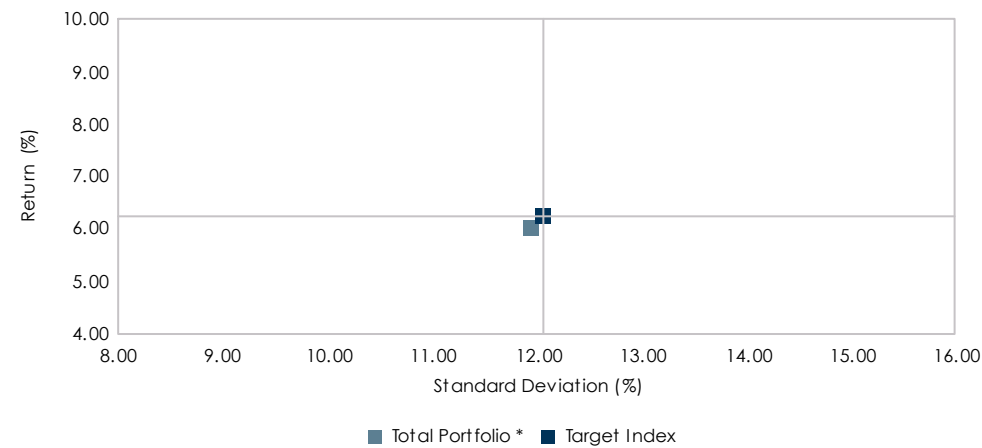
	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
■ The Total Portfolio's annualized total return should exceed the total return of the Target Index.	6.24		6.00 *		No	6.82		6.63 *		No
■ The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe.	6.95 *	50th	6.00 *	85th	No	7.00 *	50th	6.63 *	72nd	No

Performance and Statistics are calculated using monthly return data. * Indicates net of fee data.
Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
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Total Portfolio

For the Periods Ending December 31, 2024

5 Year Risk / Return



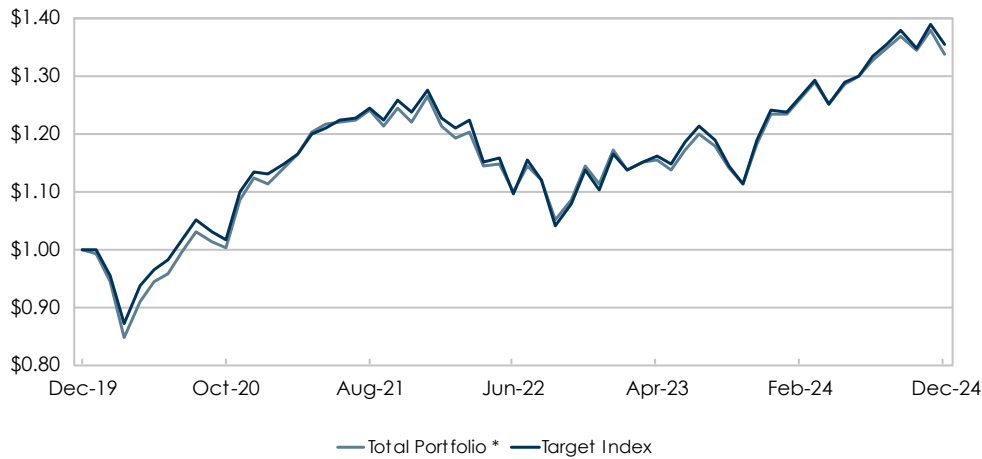
5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	6.00	6.24
Standard Deviation (%)	11.95	12.06
Sharpe Ratio	0.30	0.31

Benchmark Relative Statistics

Beta	0.98
Up Capture (%)	98.36
Down Capture (%)	99.67

5 Year Growth of a Dollar



5 Year Return Analysis

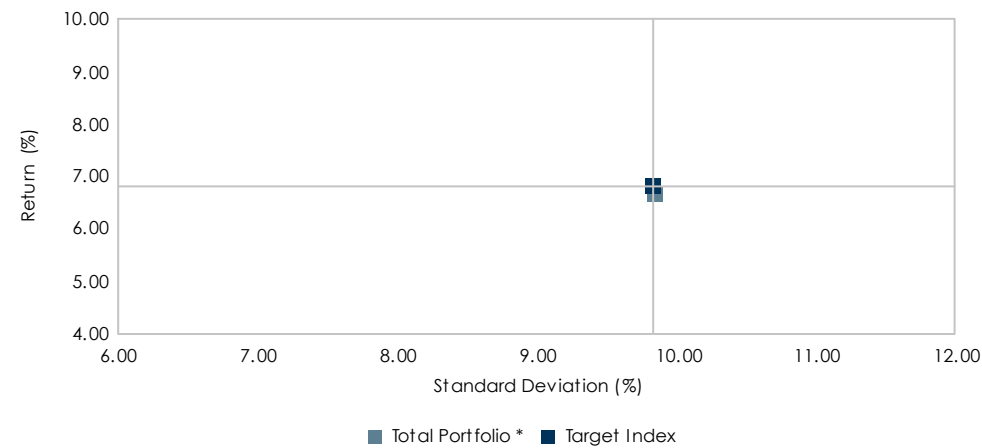
	Total Portfolio *	Target Index
Number of Months	60	60
Highest Monthly Return (%)	8.19	7.83
Lowest Monthly Return (%)	-10.21	-8.86
Number of Positive Months	37	36
Number of Negative Months	23	24
% of Positive Months	61.67	60.00

* Performance is calculated using net of fee returns.
Statistics are calculated using monthly return data.
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Total Portfolio

For the Periods Ending December 31, 2024

10 Year Risk / Return



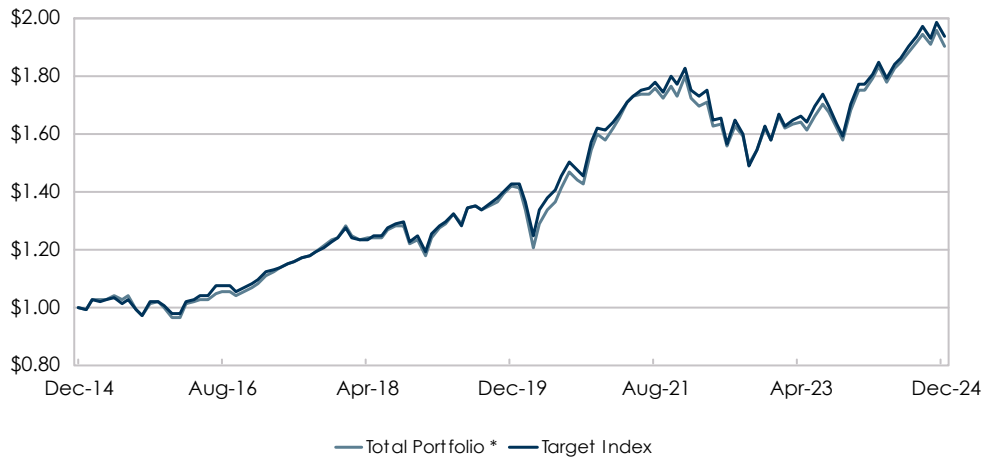
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	6.63	6.82
Standard Deviation (%)	9.85	9.84
Sharpe Ratio	0.50	0.52

Benchmark Relative Statistics

Beta	0.99
Up Capture (%)	99.50
Down Capture (%)	100.84

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	8.19	7.83
Lowest Monthly Return (%)	-10.21	-8.86
Number of Positive Months	79	82
Number of Negative Months	41	38
% of Positive Months	65.83	68.33

* Performance is calculated using net of fee returns.
Statistics are calculated using monthly return data.
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Rates of Return Summary

For the Periods Ending December 31, 2024

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Total Portfolio * ¹	623,868	100.00	-2.13	8.65	1.92	6.00	6.32	6.63
Target Index ²			-1.69	9.08	1.99	6.24	6.57	6.82
Cash and Equivalents	6,334	1.02						
FMPTF Operating	4,358	0.70						
FMPTF Capital City *	1,976	0.32	2.03	7.53	--	--	--	--
US T-Bills 90 Day			1.17	5.25	3.89	2.46	2.35	1.77
Fixed Income	181,419	29.08						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	89,353	14.32	-3.10	1.35	-1.95	-0.20	0.88	0.98
Bloomberg US Aggregate A+			-3.10	1.04	-2.46	-0.48	0.77	1.12
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * ³	92,066	14.76	-2.70	4.47	-0.47	0.24	0.80	1.42
Bloomberg Multiverse			-4.96	-1.34	-4.22	-1.77	-0.48	0.35
Equity	377,943	60.58						
US Equity	248,985	39.91						
US Large Cap Equity * ⁴	159,820	25.62	0.59	18.56	5.83	12.23	11.99	11.40
Russell 1000			2.75	24.51	8.41	14.28	13.58	12.87
FMIvT Diversified Large Cap Equity Portfolio *	159,820	25.62	0.59	18.57	5.84	12.22	11.99	--
Russell 1000			2.75	24.51	8.41	14.28	13.58	12.87
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * ⁵	89,165	14.29	-2.96	13.75	6.33	10.20	11.00	12.34
SMID Benchmark ⁶			0.62	12.00	2.39	8.77	8.33	8.85
Non-US Equity								
FMIvT International Equity Portfolio * ⁷	128,958	20.67	-5.01	6.60	-0.74	4.03	3.61	4.84
MSCI ACWI ex US NetDiv			-7.60	5.53	0.82	4.10	3.53	4.80

FYTD: Fiscal year ending September.

* Net of fee return data.

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Rates of Return Summary

For the Periods Ending December 31, 2024

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Core Real Estate	58,172	9.32						
FMIvT Core Real Estate Portfolio * ⁸	58,172	9.32	0.49	-0.96	-0.47	3.84	--	--
<i>NFI ODCE Net</i>			0.96	-2.27	-3.14	1.99	3.08	4.94

Notes:

- ¹ Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.
- ² Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
- ³ The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.
- ⁴ Represents the FMPTF Large Cap Equity Composite net of fees returns.
- ⁵ Custom Index consists of the Russell 2500 beginning June 1, 2010 and prior to that the Russell 2000.
- ⁶ SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.
- ⁷ Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.
- ⁸ The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

Florida Municipal Investment Trust
Protecting Florida Investment Act - Quarterly Disclosure
As of December 31, 2024

This Disclosure is intended to provide information with respect to Chapter 175 and 185 Police and Fire Plan's required disclosure of direct or indirect holdings in any "scrutinized companies" as defined in the FSBA PFIA Quarterly Report for Quarter 4 2024.

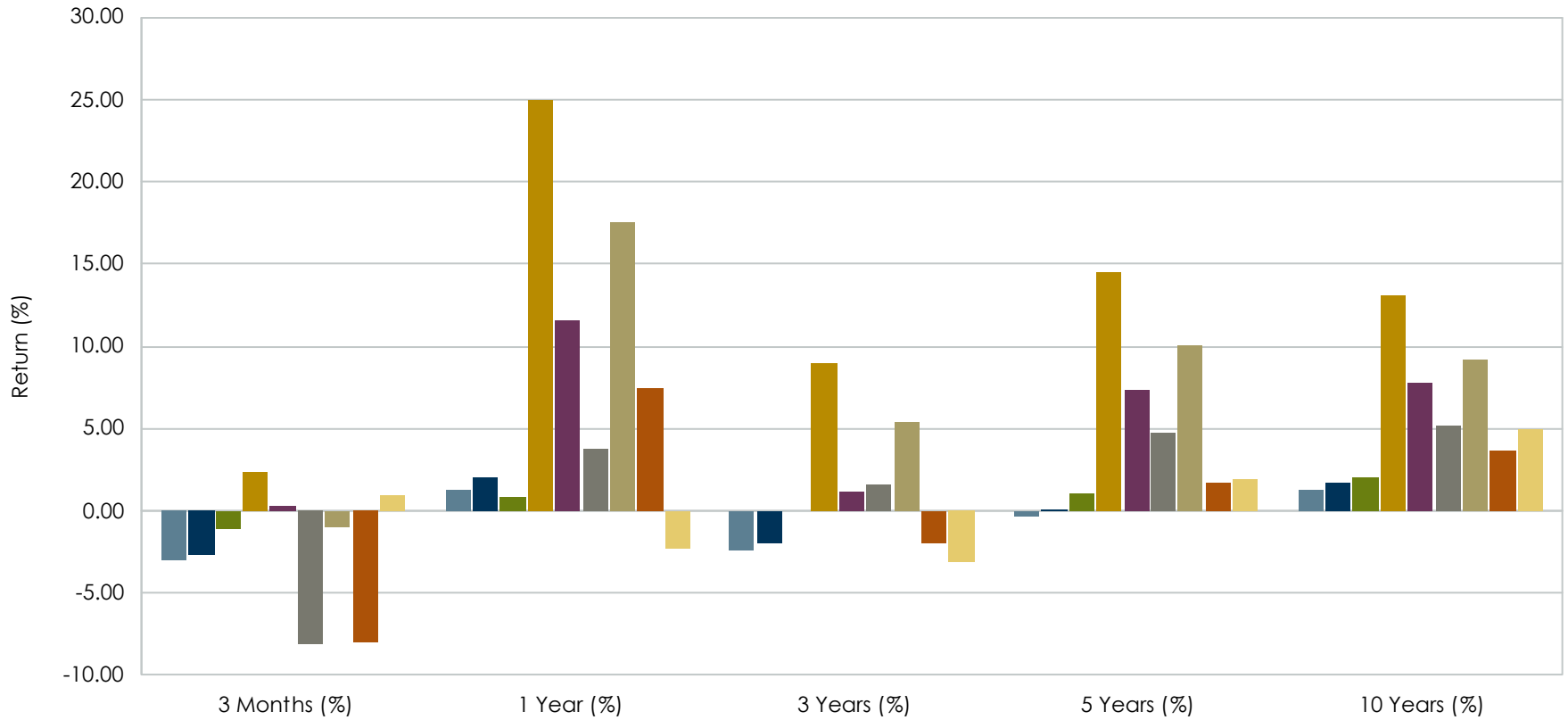
It is important to note that individual Police and Fire Plans have no direct interests in any scrutinized companies. Police and Fire Plans hold an interest in the Florida Municipal Pension Trust Fund. It is also important to note that the Florida Municipal Pension Trust Fund has no direct interests in any scrutinized companies as all of its interests are invested in the Florida Municipal Investment Trust.

The Florida Municipal Investment Trust is the only entity that could possibly have direct interests in any scrutinized companies. ACG has reviewed the **Protecting Florida's Investments Act (PFIA) Quarterly Report- December 17, 2024** that is available on the Florida SBA website. We have reviewed the list of companies appearing in **Tables 1 and 3- Scrutinized Companies with Activities in Sudan and Iran**, and compared these lists to securities of companies held directly by the Florida Municipal Investment Trust. As of 12/31/2024, the Florida Municipal Investment Trust had no direct interest in securities on the above referenced lists.

ACG also requested that investment managers, who manage commingled funds that are owned by the Florida Municipal Investment Trust, review the **Protecting Florida's Investments Act (PFIA) Quarterly Report- December 17, 2024** and disclose whether the Florida Municipal Investment Trust may hold any scrutinized companies indirectly through investment in their respective commingled funds. The FMLvT International Equity Portfolio owns units in the Allspring Emerging Markets Large-Mid Cap Equity Fund. The Allspring Emerging Markets Large-Mid Cap Equity Fund holds **Sberbank of Russia PJSC**, which represents 0.00% of their respective portion of the FMLvT International Equity Portfolio and **Unilever Indonesia TBK PT**, which represents 0.21% of their respective portion of the FMLvT International Equity Portfolio. All other managers have confirmed that they do not hold any of these securities.

Market Environment

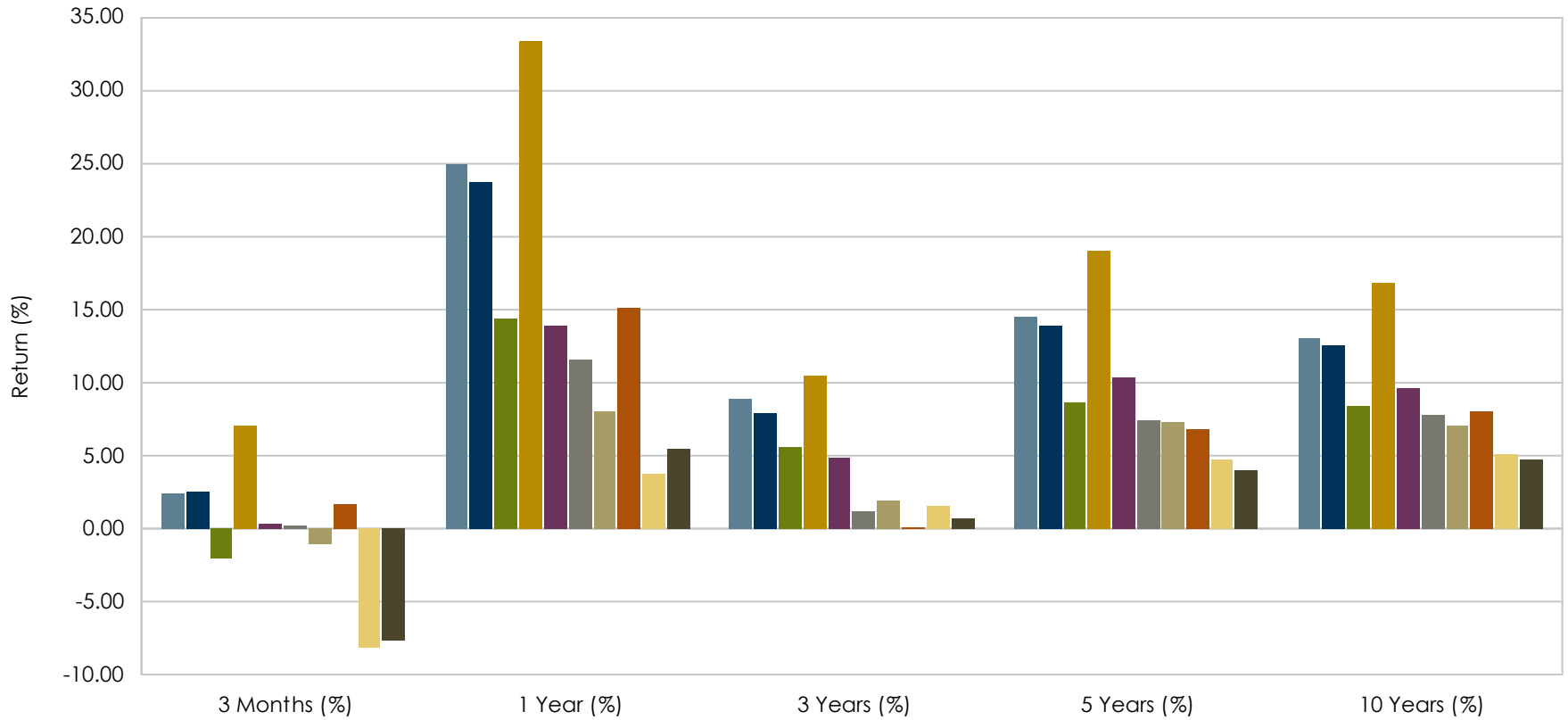
For the Periods Ending December 31, 2024



Bloomberg US Aggregate	-3.06	1.25	-2.41	-0.33	1.35
Bloomberg Universal	-2.73	2.04	-1.95	0.06	1.73
Bloomberg 1-15 Yr Municipal	-1.06	0.88	-0.04	1.08	2.04
S&P 500	2.41	25.02	8.94	14.53	13.10
Russell 2000	0.33	11.54	1.24	7.40	7.82
MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI ACWI NetDiv	-0.99	17.49	5.44	10.06	9.23
MSCI EM NetDiv	-8.01	7.50	-1.92	1.70	3.64
NFI ODCE Net	0.96	-2.27	-3.14	1.99	4.94

Equity Index Returns

For the Periods Ending December 31, 2024

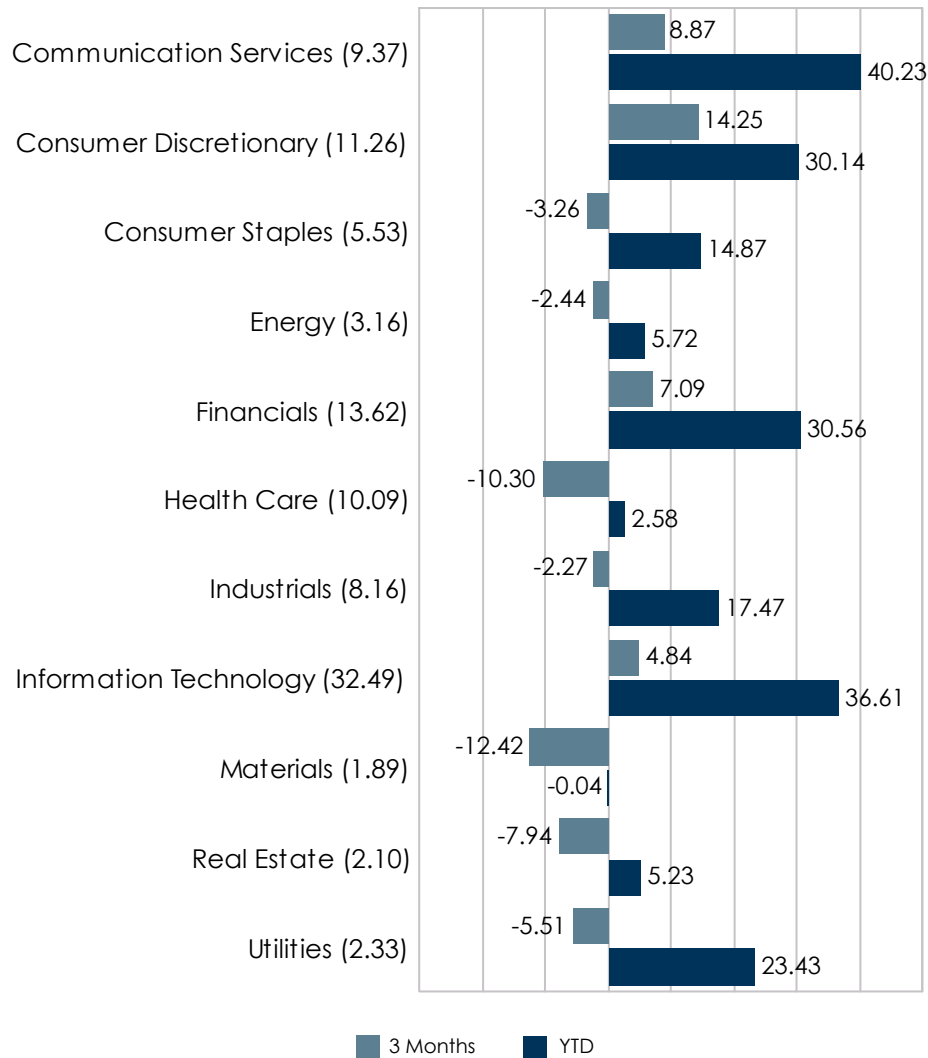


S&P 500	2.41	25.02	8.94	14.53	13.10
Russell 3000	2.63	23.81	8.01	13.86	12.55
Russell 1000 Value	-1.98	14.37	5.63	8.68	8.49
Russell 1000 Growth	7.07	33.36	10.47	18.96	16.78
S&P Mid Cap 400	0.34	13.93	4.87	10.34	9.68
Russell 2000	0.33	11.54	1.24	7.40	7.82
Russell 2000 Value	-1.06	8.05	1.94	7.29	7.14
Russell 2000 Growth	1.70	15.15	0.21	6.86	8.09
MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI ACWI ex US NetDiv	-7.60	5.53	0.82	4.10	4.80

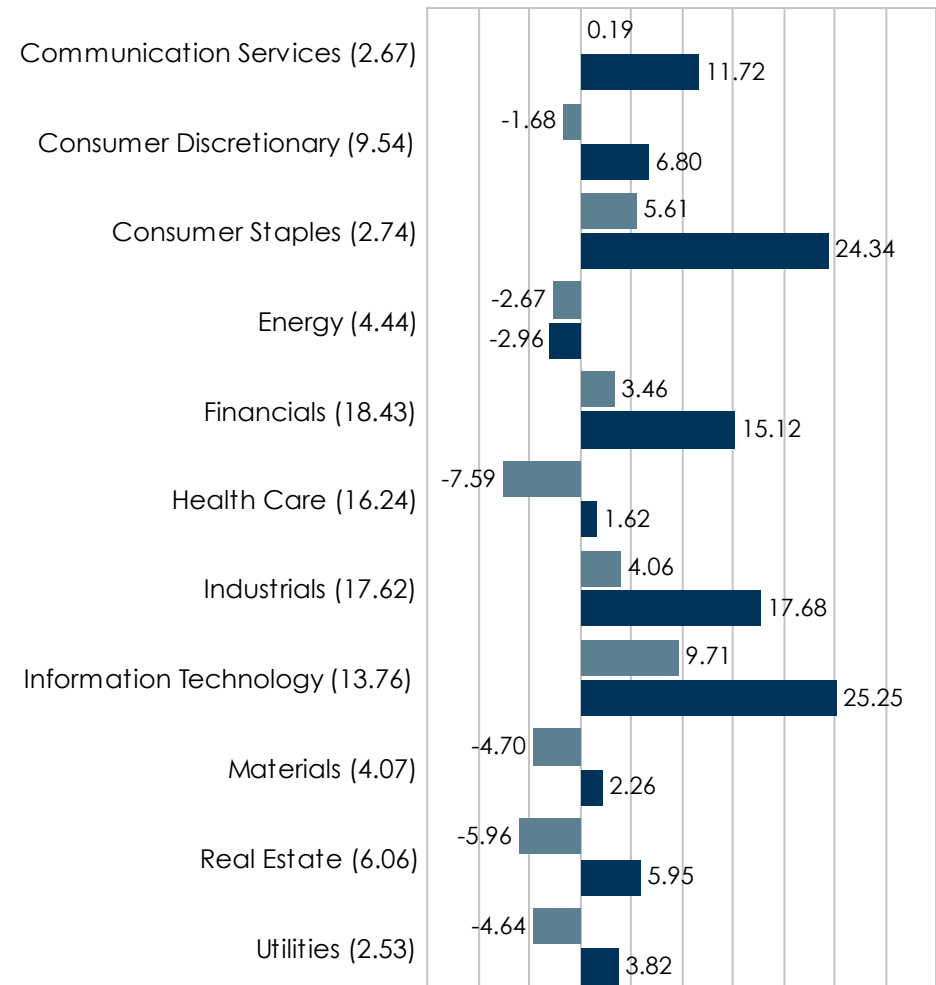
US Markets - Performance Breakdown

For the Periods Ending December 31, 2024

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



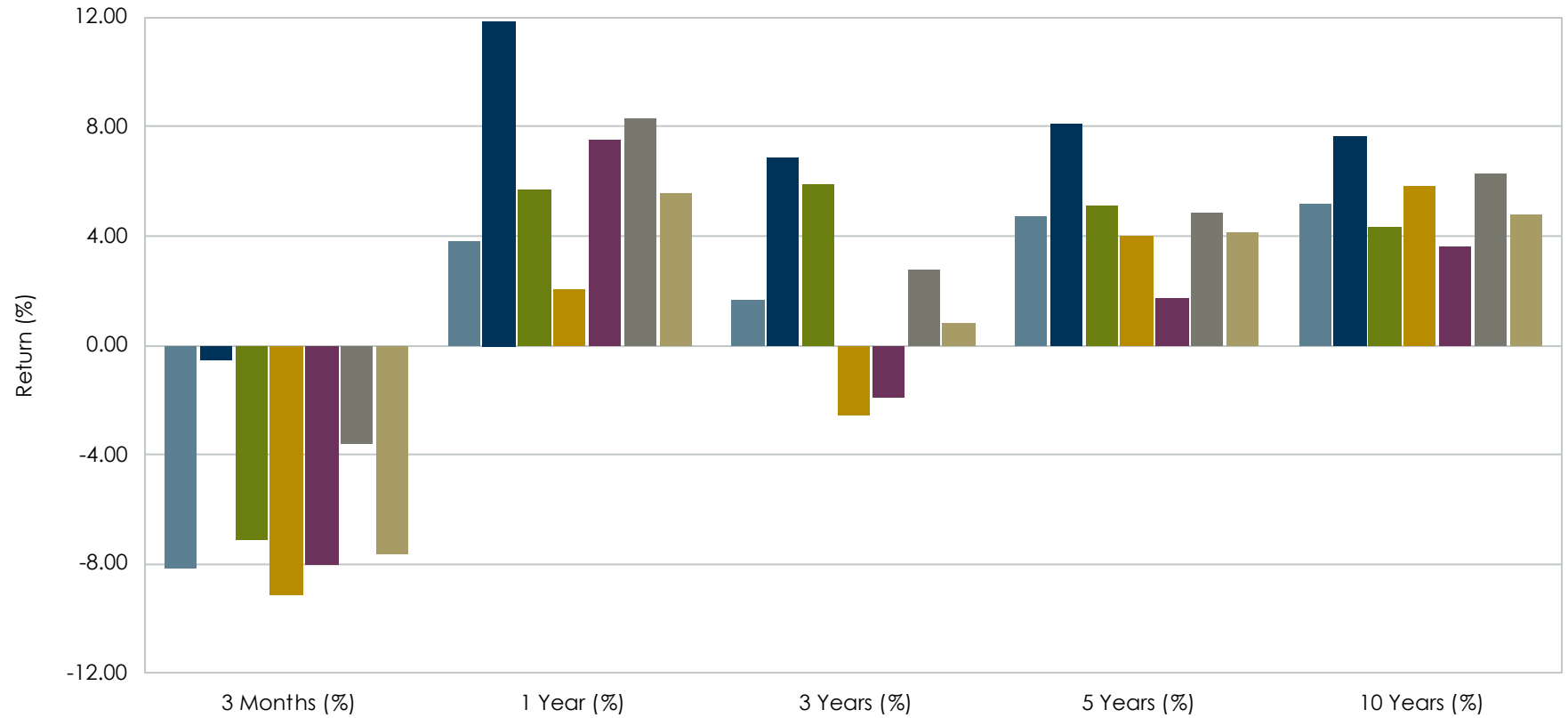
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending December 31, 2024

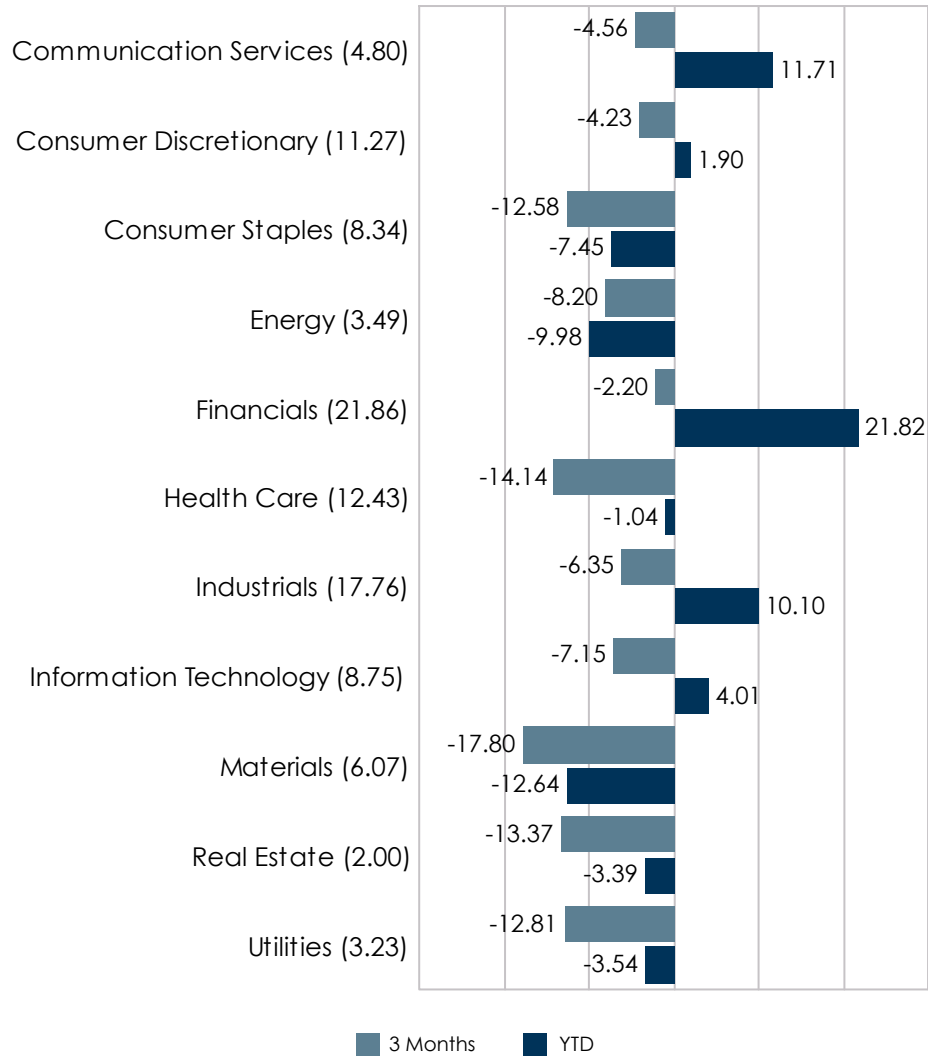


MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI EAFE Local Currency	-0.57	11.84	6.87	8.07	7.66
MSCI EAFE Value NetDiv	-7.12	5.68	5.88	5.09	4.31
MSCI EAFE Growth NetDiv	-9.10	2.05	-2.58	4.00	5.84
MSCI EM NetDiv	-8.01	7.50	-1.92	1.70	3.64
MSCI Japan NetDiv	-3.60	8.31	2.80	4.81	6.25
MSCI ACWI ex US NetDiv	-7.60	5.53	0.82	4.10	4.80

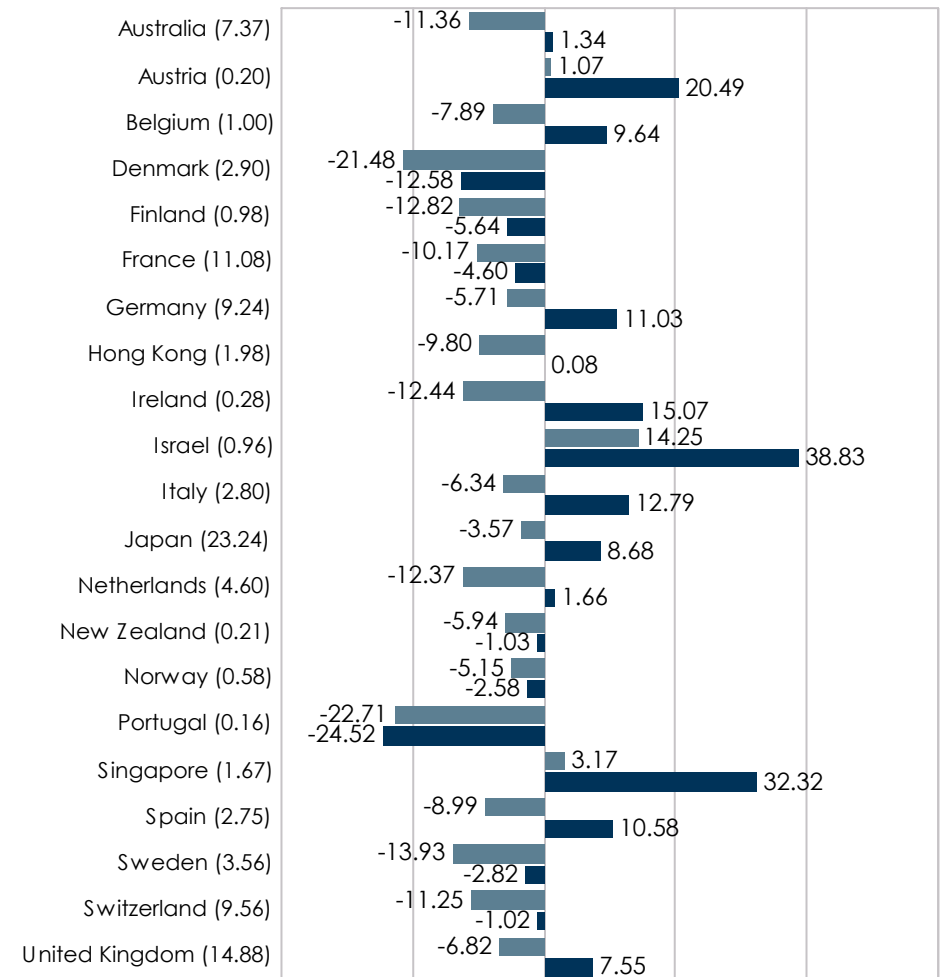
Non-US Equity - Performance Breakdown

For the Periods Ending December 31, 2024

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)



Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

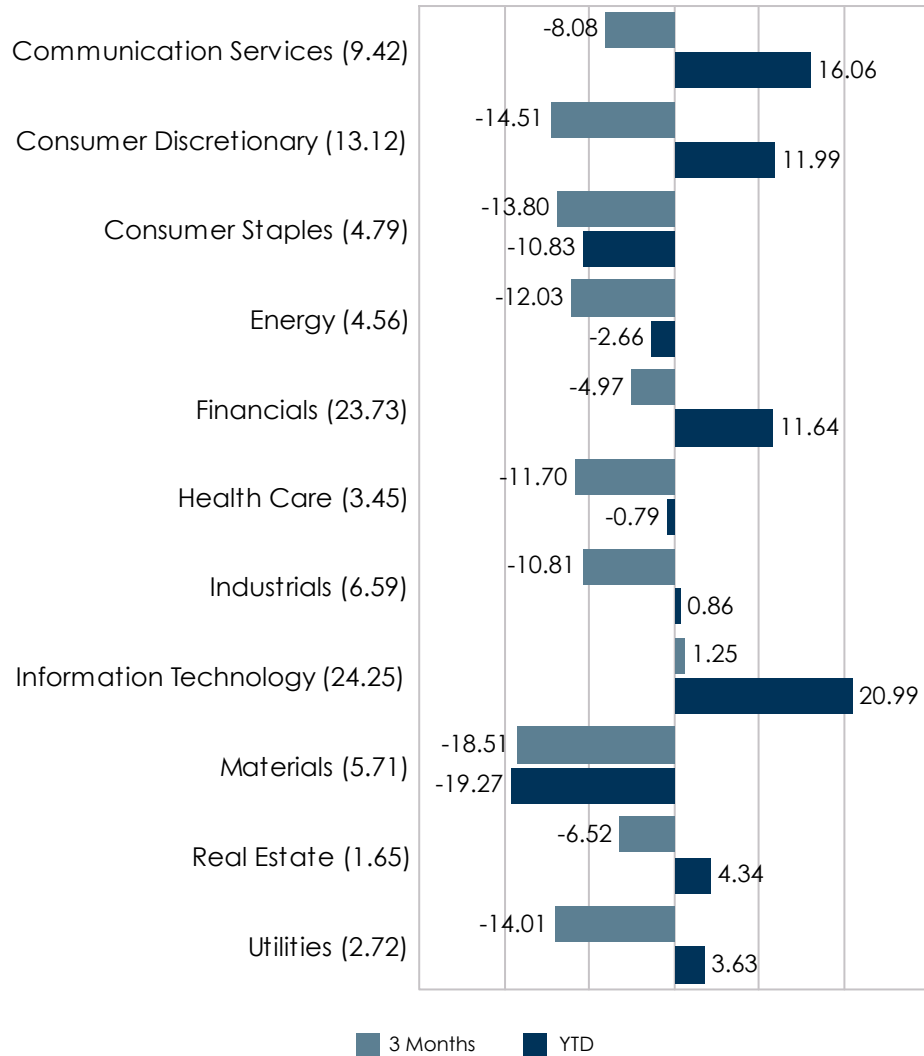
Source: ACG Research, Bloomberg

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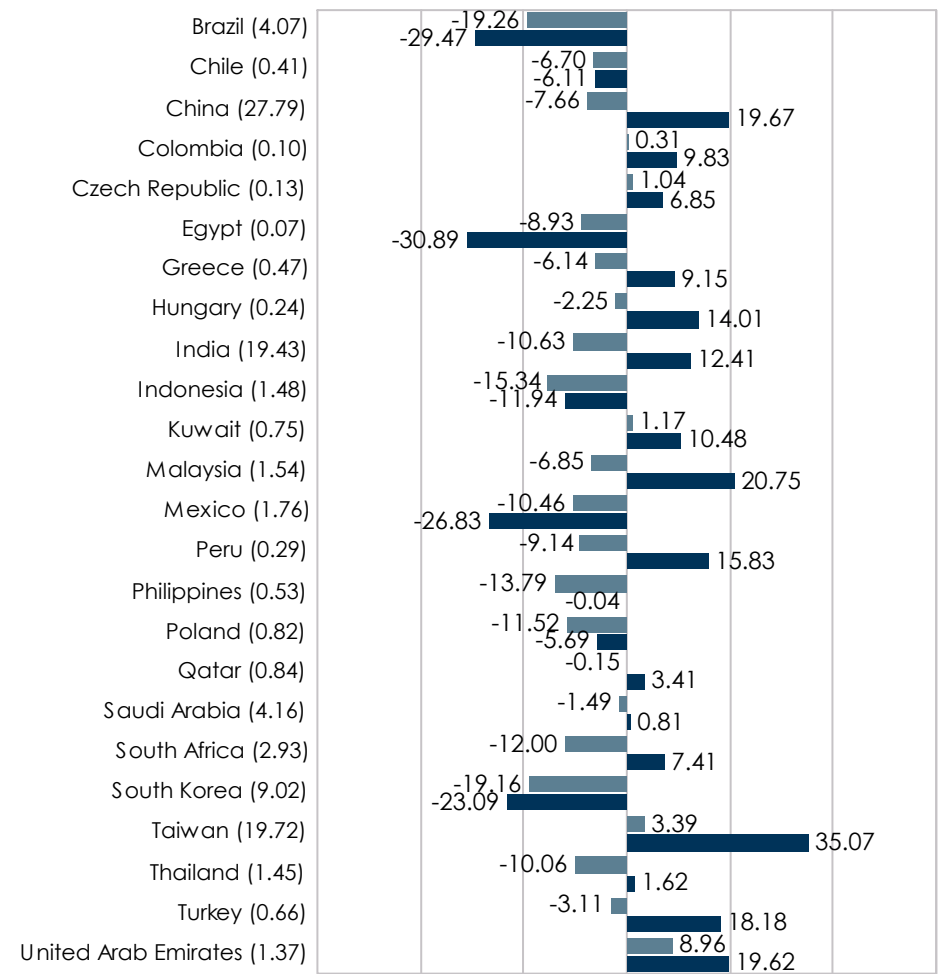
Emerging Markets - Performance Breakdown

For the Periods Ending December 31, 2024

MSCI Emerging Markets - Sector Returns (%)



MSCI Emerging Markets - Country Returns (%)



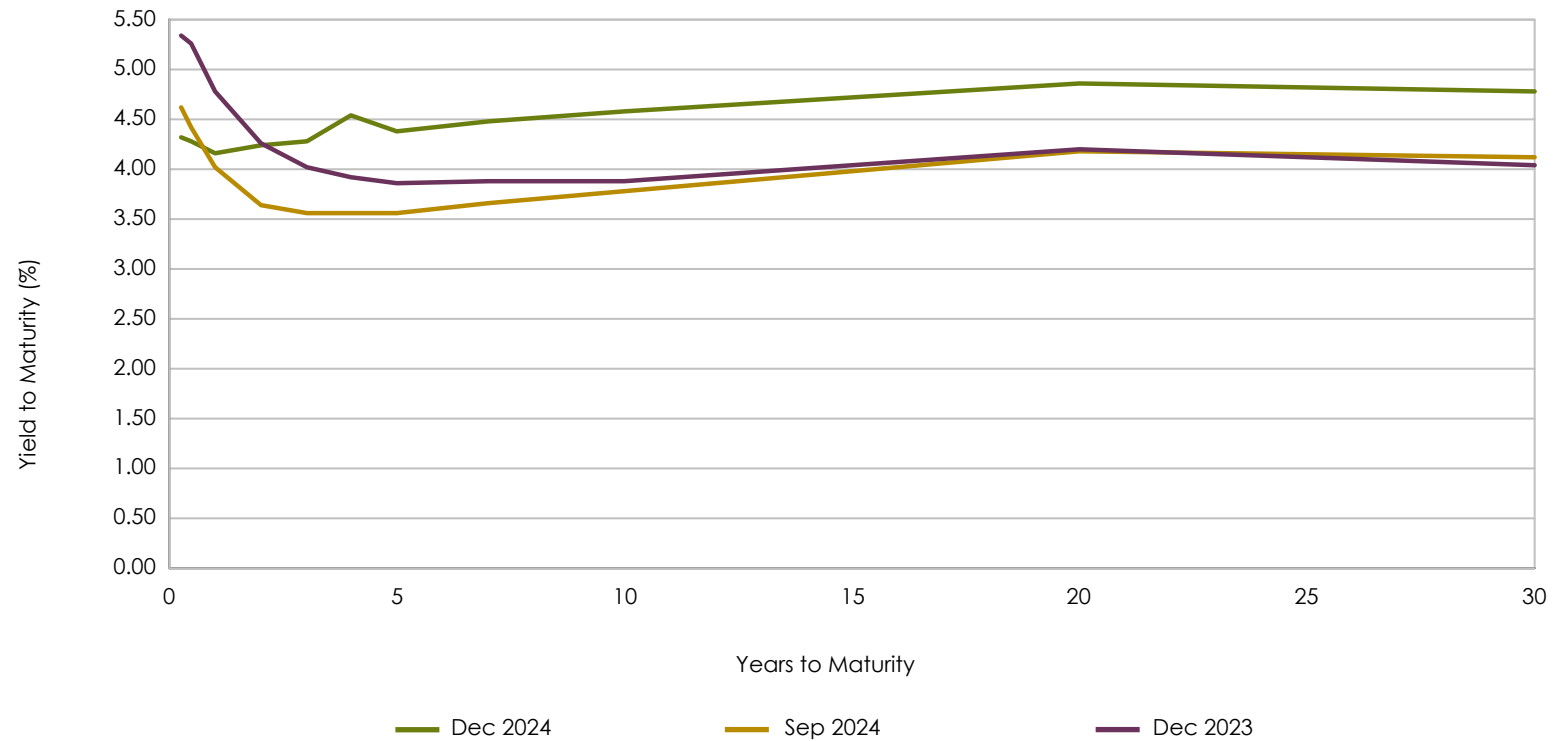
Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

Source: ACG Research, Bloomberg

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Interest Rate Term Structure

Government Issues - 3 Months to 30 Years Maturity

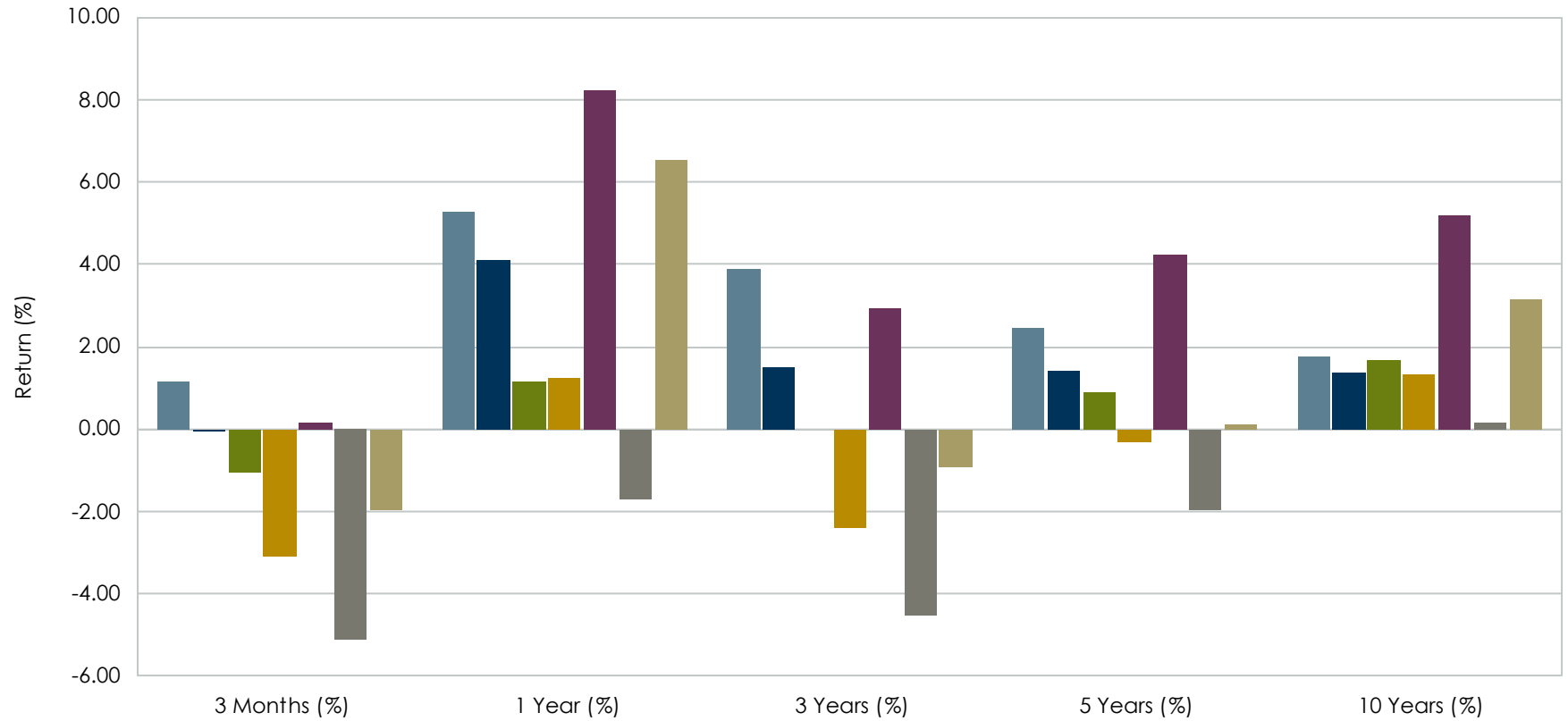


90 Days	4.32	4.63	5.34
180 Days	4.27	4.41	5.26
1 Year	4.15	4.01	4.77
2 Years	4.24	3.64	4.25
3 Years	4.27	3.55	4.01
4 Years	4.53	3.57	3.91
5 Years	4.38	3.56	3.85
7 Years	4.48	3.65	3.88
10 Years	4.57	3.78	3.88
20 Years	4.86	4.18	4.19
30 Years	4.78	4.12	4.03

Source: Bloomberg

Fixed Income Index Returns

For the Periods Ending December 31, 2024



US T-Bills 90 Day	1.17	5.25	3.89	2.46	1.77
ICE BofA 1-3 Yr Treasury	-0.06	4.10	1.50	1.40	1.40
Bloomberg 5 Yr Municipal	-1.04	1.17	-0.01	0.91	1.67
Bloomberg US Aggregate	-3.06	1.25	-2.41	-0.33	1.35
Bloomberg US Corp High Yield	0.17	8.19	2.92	4.21	5.17
Bloomberg Global Aggregate	-5.10	-1.69	-4.52	-1.96	0.15
JPM EMBI Global Diversified	-1.94	6.54	-0.91	0.12	3.13

US Fixed Income Market Environment

For the Periods Ending December 31, 2024

Nominal Returns By Sector (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
US Aggregate	-3.06	1.27	-2.41	-0.33
US Treasury	-3.13	0.58	-2.87	-0.68
US Agg: Gov't-Related	-2.74	1.70	-1.45	0.02
US Corporate IG	-3.04	2.12	-2.27	0.30
MBS	-3.16	1.20	-2.13	-0.73
CMBS	-1.48	4.67	-0.57	0.98
ABS	-0.05	5.02	2.00	2.02
US Corp High Yield	0.17	8.18	2.92	4.22

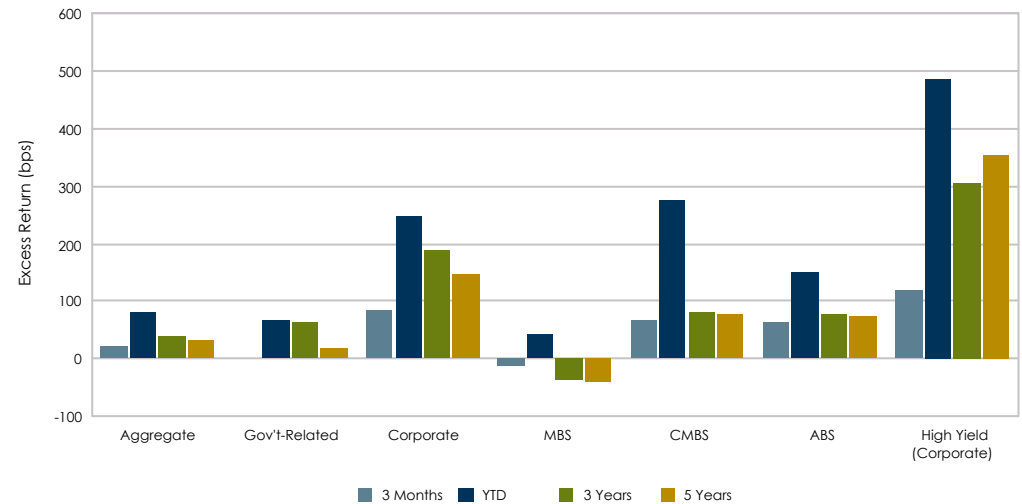
Nominal Returns by Quality (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
AAA	-1.80	3.07	-1.82	-0.21
AA	-3.13	0.83	-3.17	-0.55
A	-3.28	1.68	-2.42	0.07
BAA	-2.79	2.70	-1.89	0.58
BA	-0.48	6.30	1.91	4.06
B	0.31	7.39	3.11	3.75
CAA	2.27	15.10	4.91	5.10

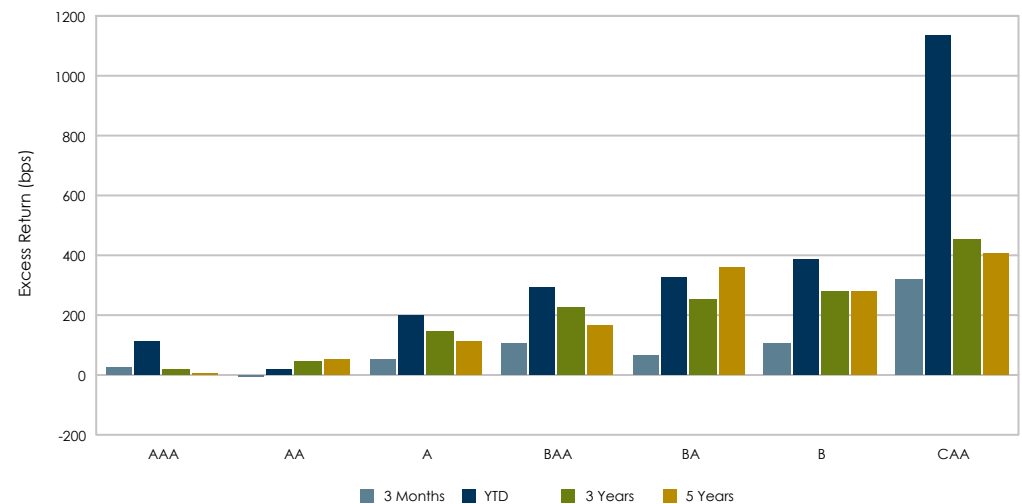
Nominal Returns by Maturity (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
1-3 Yr.	-0.01	4.40	1.70	1.53
3-5 Yr.	-1.54	3.10	0.00	0.75
5-7 Yr.	-2.85	1.83	-1.41	0.21
7-10 Yr.	-4.05	0.30	-3.45	-0.67
10+ Yr.	-7.38	-4.11	-9.41	-3.39

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

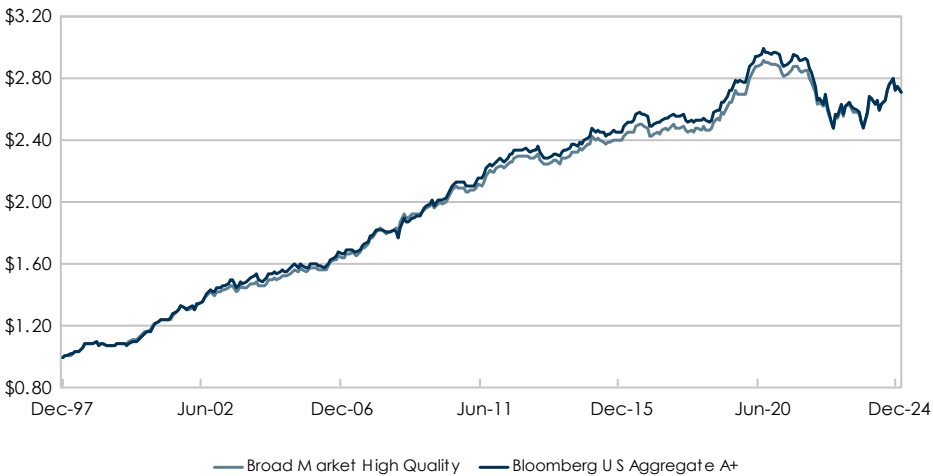
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Expanded High Quality Fixed Income▪ Manager Atlanta Capital Management Company▪ Vehicle Separately Managed Account▪ Benchmark Barclays Aggregate A+▪ Performance Inception Date January 1998▪ Fees Manager Fees - 15 bps; Admin Fees - 14.5 bps▪ Total Expenses Approximately 33 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years.▪ Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.			
		FYTD	1 Year
	Beginning Market Value	168,451	155,875
	Net Additions	4,968	9,742
	Return on Investment	-5,116	2,686
	Income	1,606	5,876
	Gain/Loss	-6,722	-3,190
	Ending Market Value	168,303	168,303

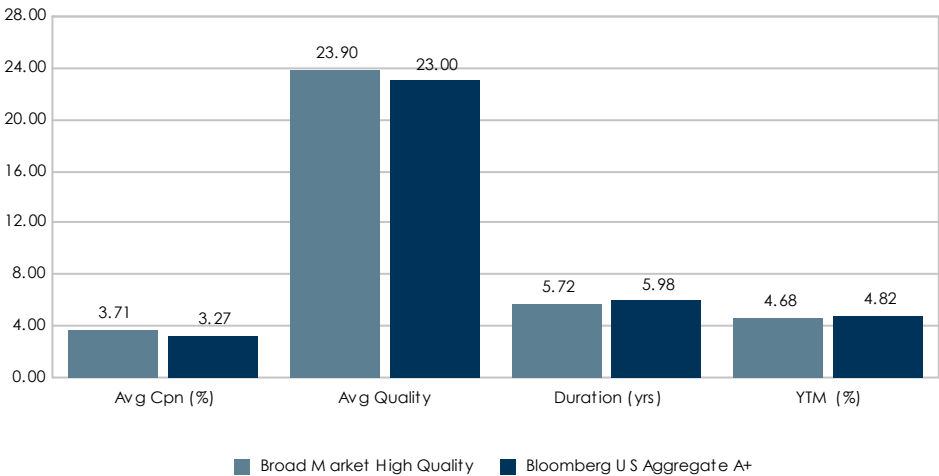
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

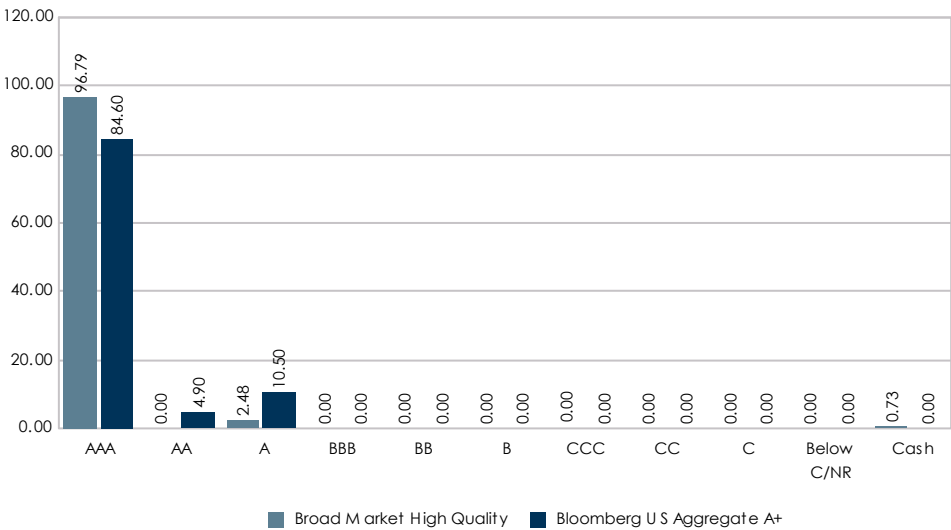
Growth of a Dollar



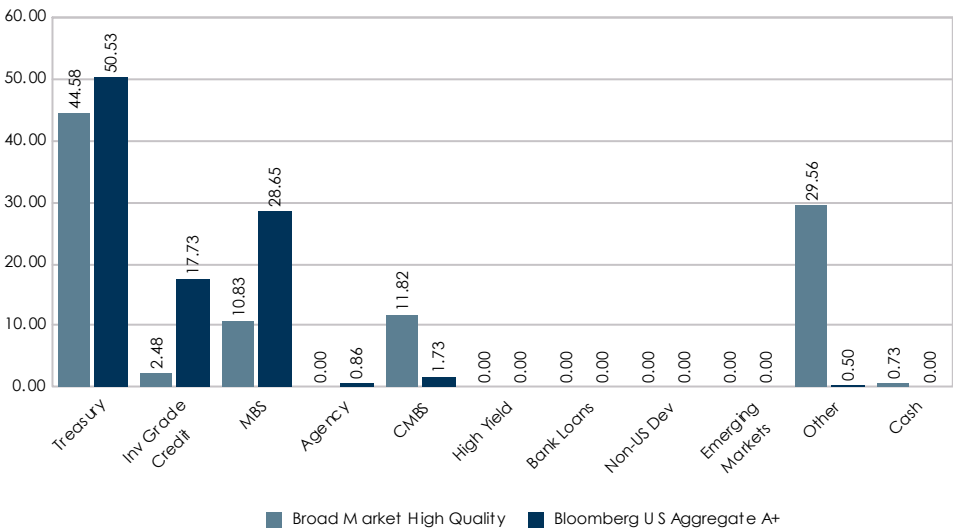
Characteristics



Quality Allocation



Sector Allocation

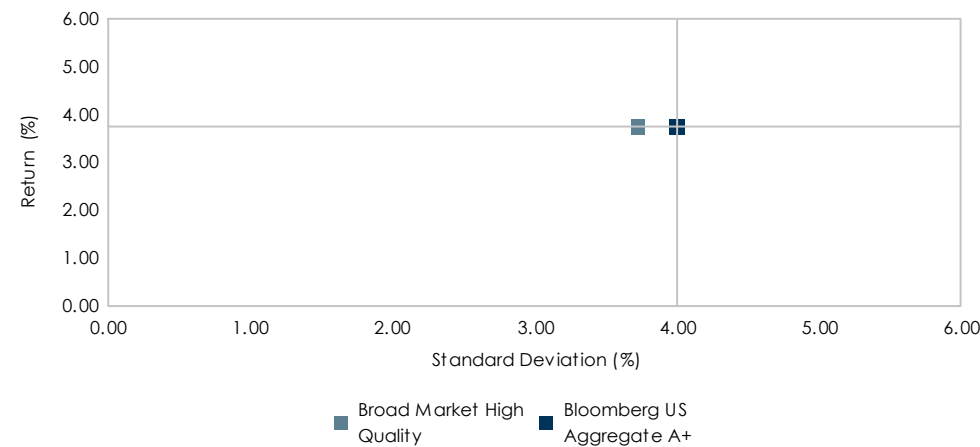


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As.

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

Risk / Return Since Jan 1998



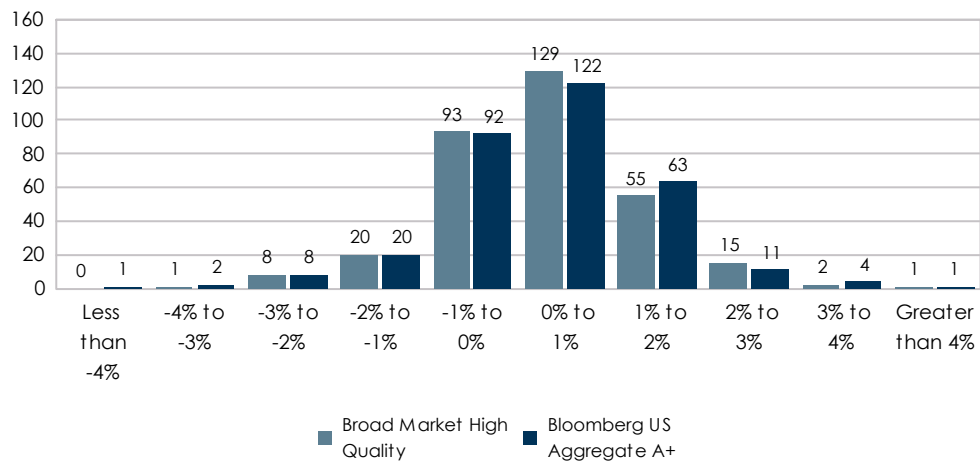
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.76	3.76
Standard Deviation (%)	3.73	4.00
Sharpe Ratio	0.48	0.45

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.27
Alpha (%)	0.33
Tracking Error (%)	0.89
Batting Average (%)	49.07
Up Capture (%)	93.95
Down Capture (%)	88.78

Return Histogram Since Jan 1998

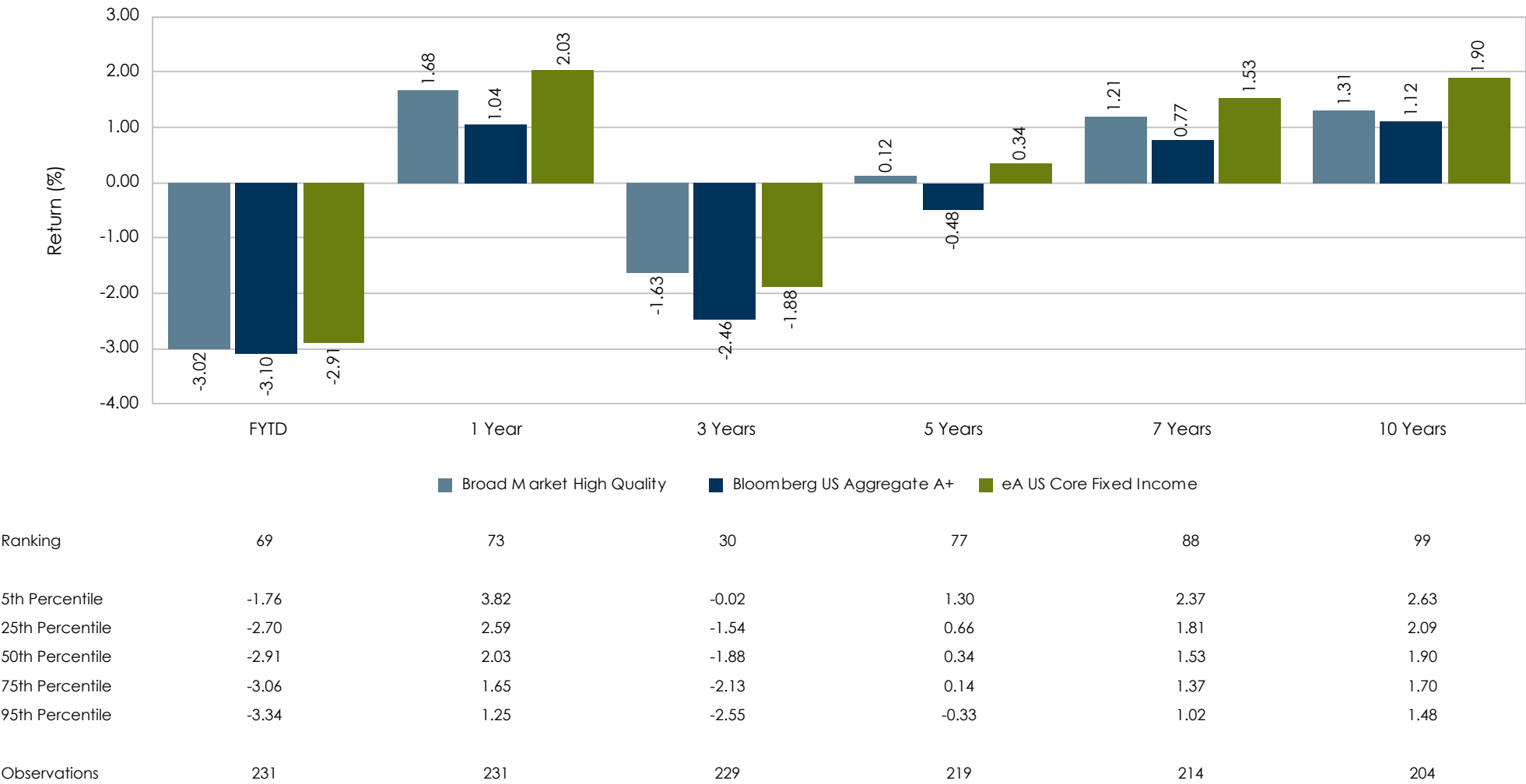


Return Analysis Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	324	324
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	202	201
Number of Negative Months	122	123
% of Positive Months	62.35	62.04

FMIvT Broad Market High Quality Bond Fund

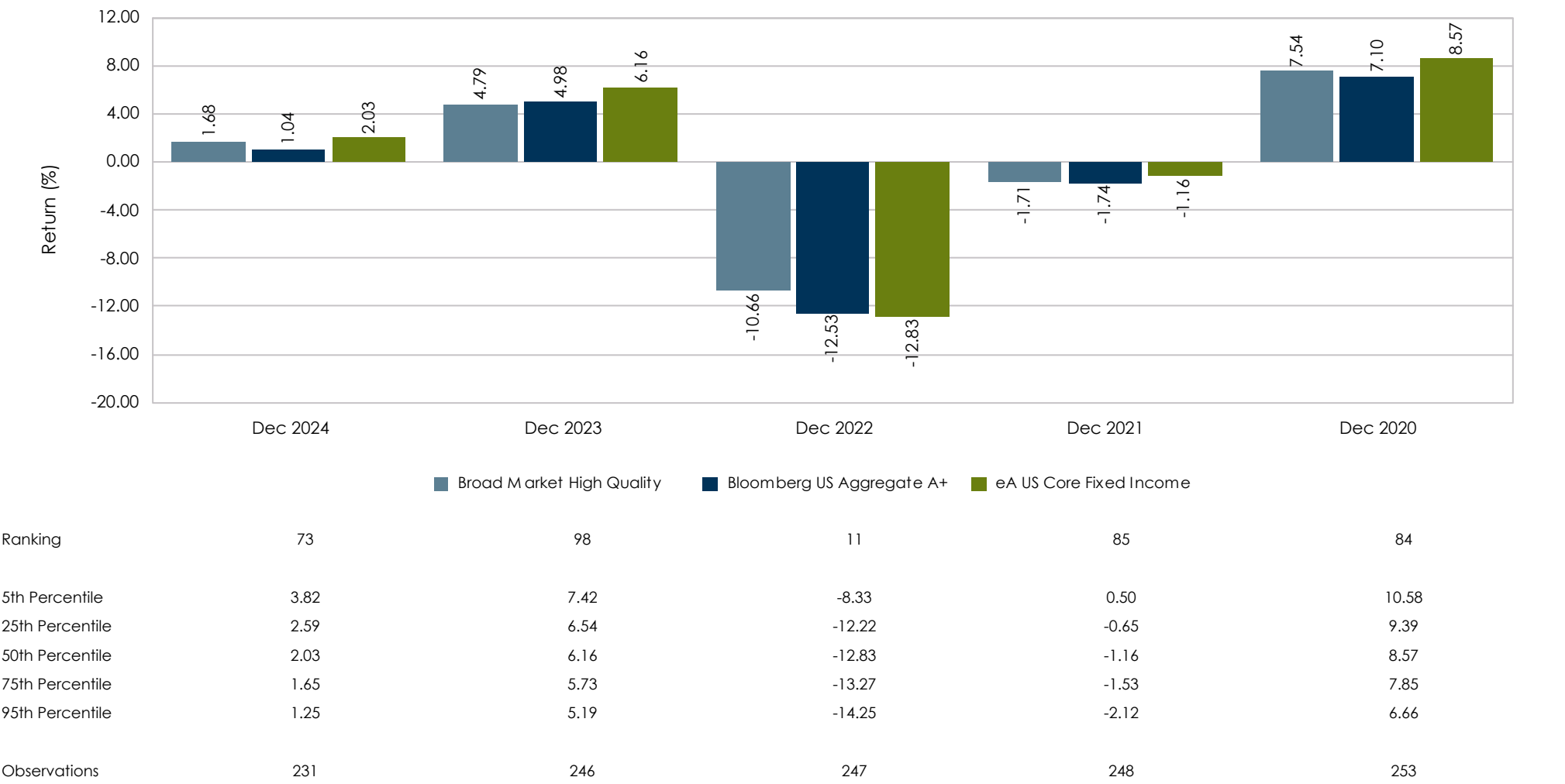
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines

Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

Portfolio Sector Allocations	Max. %	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	44.57%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	23.24%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	2.48%	Yes	
Asset Backed Securities	30.00%	0.00%	28.98%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	0.73%	Yes	
Portfolio Duration/Quality	Policy Expectations		Actual Portfolio	Within Guidelines?	Comments
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.19 to 7.00		5.72	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				Within Guidelines?	Comments
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			2.76%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.49%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

*Asset Consulting Group is unable to verify the actual percentages in the portfolio. However, ACG has confirmed the actual portfolio allocation is less than the maximum percentage allowed.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

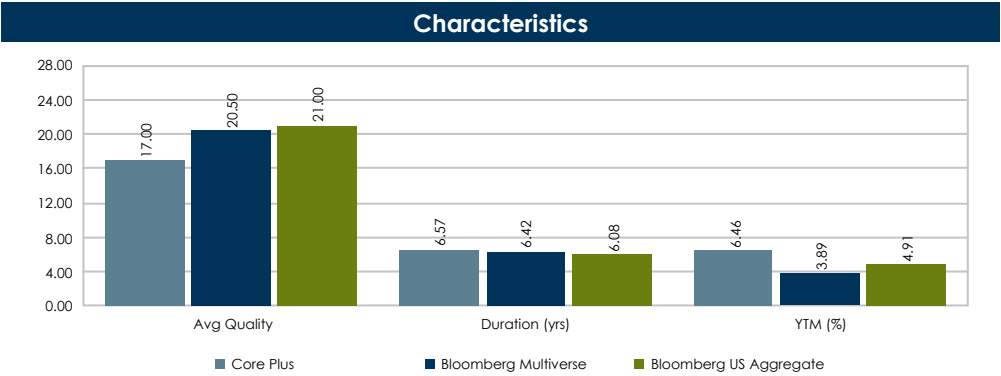
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Core Plus Fixed Income▪ Manager Amundi Pioneer Institutional Investment▪ Vehicle Non-Mutual Commingled▪ Benchmark Barclays Multiverse▪ Performance Inception Date April 2014▪ Fees Manager Fee - 52 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 70 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration.▪ Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.			
		FYTD	1 Year
	Beginning Market Value	167,280	139,042
	Net Additions	-199	16,180
	Return on Investment	-4,311	7,548
	Ending Market Value	162,770	162,770

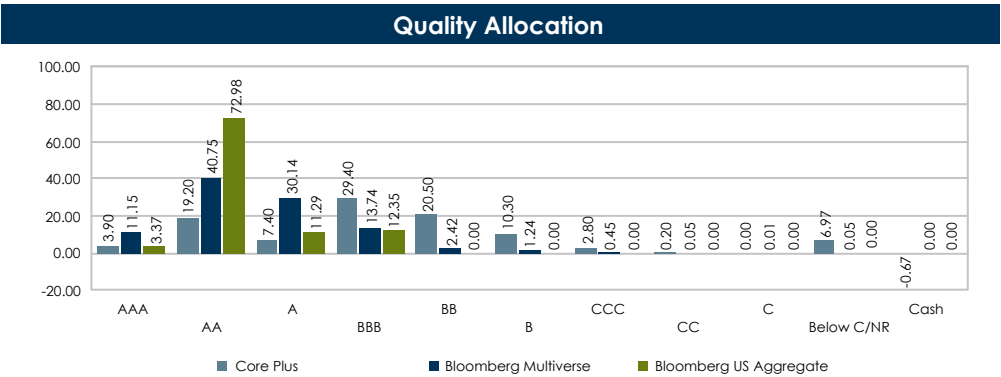
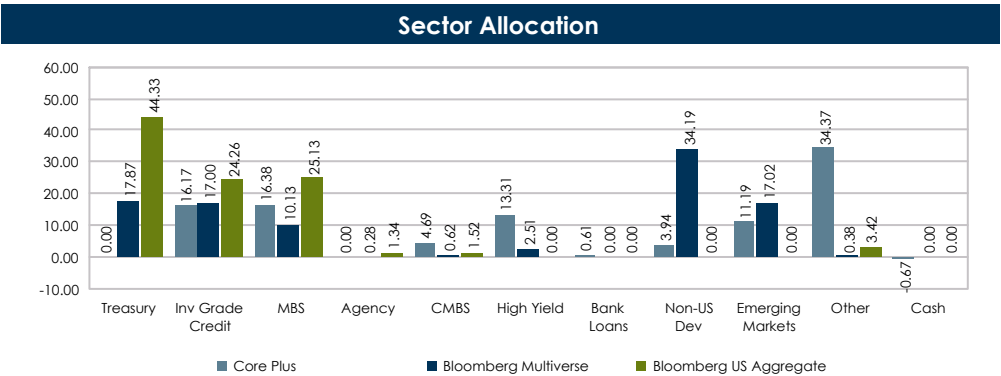
FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Core Plus	162,770	100.00
Amundi MSFI Fund	162,770	100.00



Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	167,280	139,042
Net Additions	-199	16,180
Return on Investment	-4,311	7,548
Ending Market Value	162,770	162,770

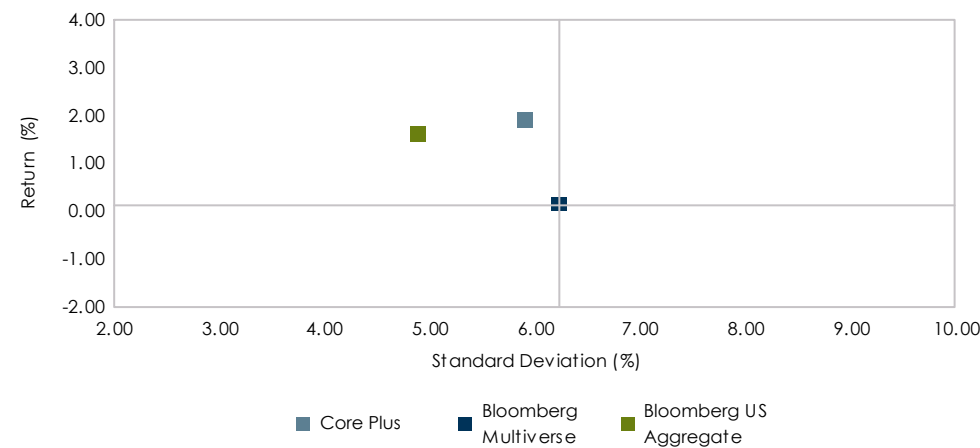


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2014



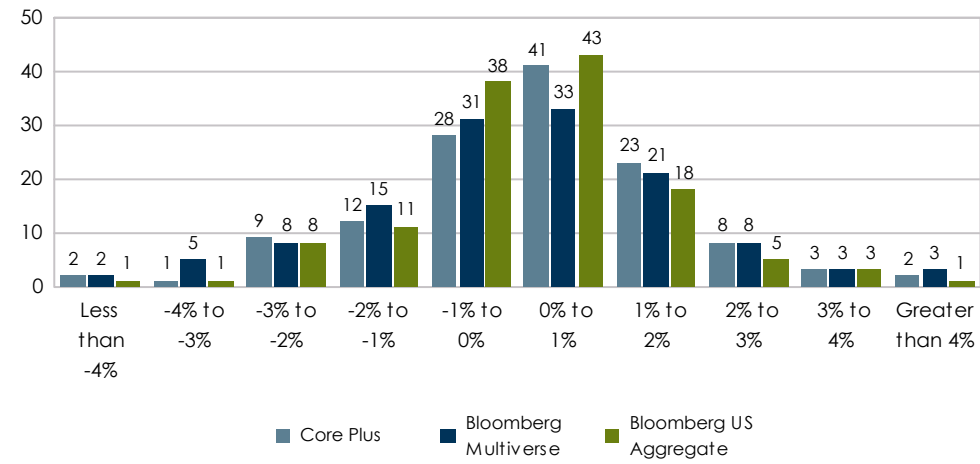
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	1.92	0.14	1.63
Standard Deviation (%)	5.91	6.23	4.89
Sharpe Ratio	0.05	-0.24	0.00

Benchmark Relative Statistics

Beta	0.67	0.78
R Squared (%)	49.48	41.25
Alpha (%)	1.87	0.74
Tracking Error (%)	4.68	4.66
Batting Average (%)	57.36	58.91
Up Capture (%)	67.55	77.38
Down Capture (%)	49.03	68.07

Return Histogram Since Apr 2014

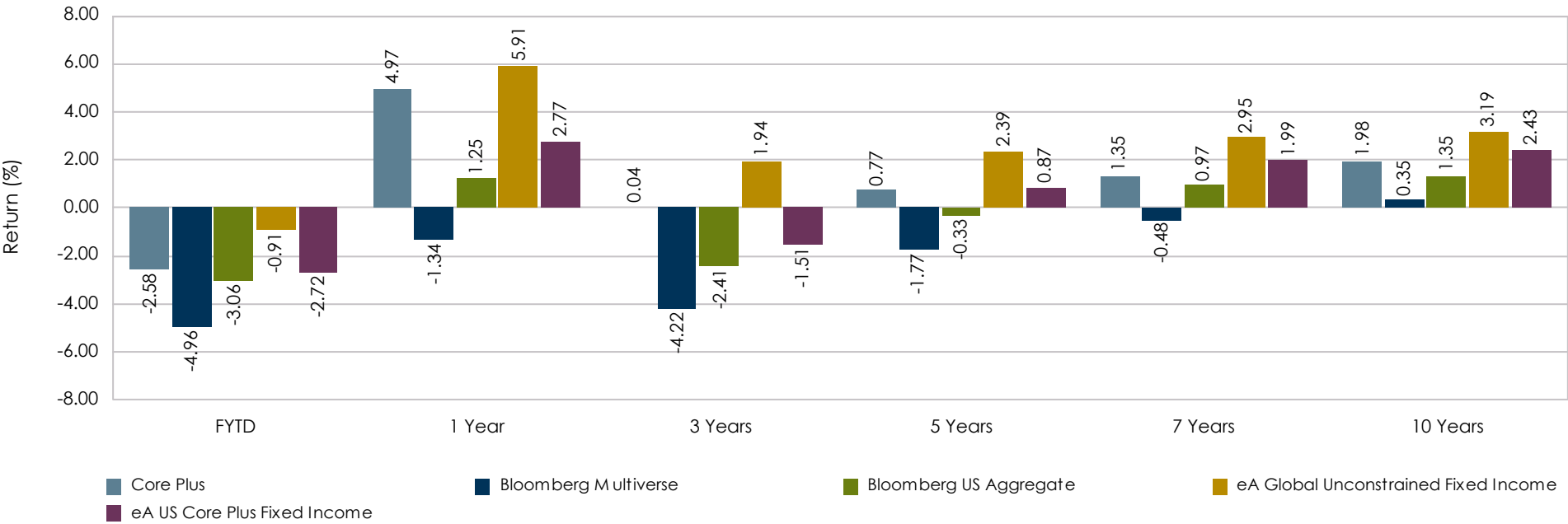


Return Analysis Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	129	129	129
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	77	68	70
Number of Negative Months	52	61	59
% of Positive Months	59.69	52.71	54.26

FMIvT Core Plus Fixed Income Fund

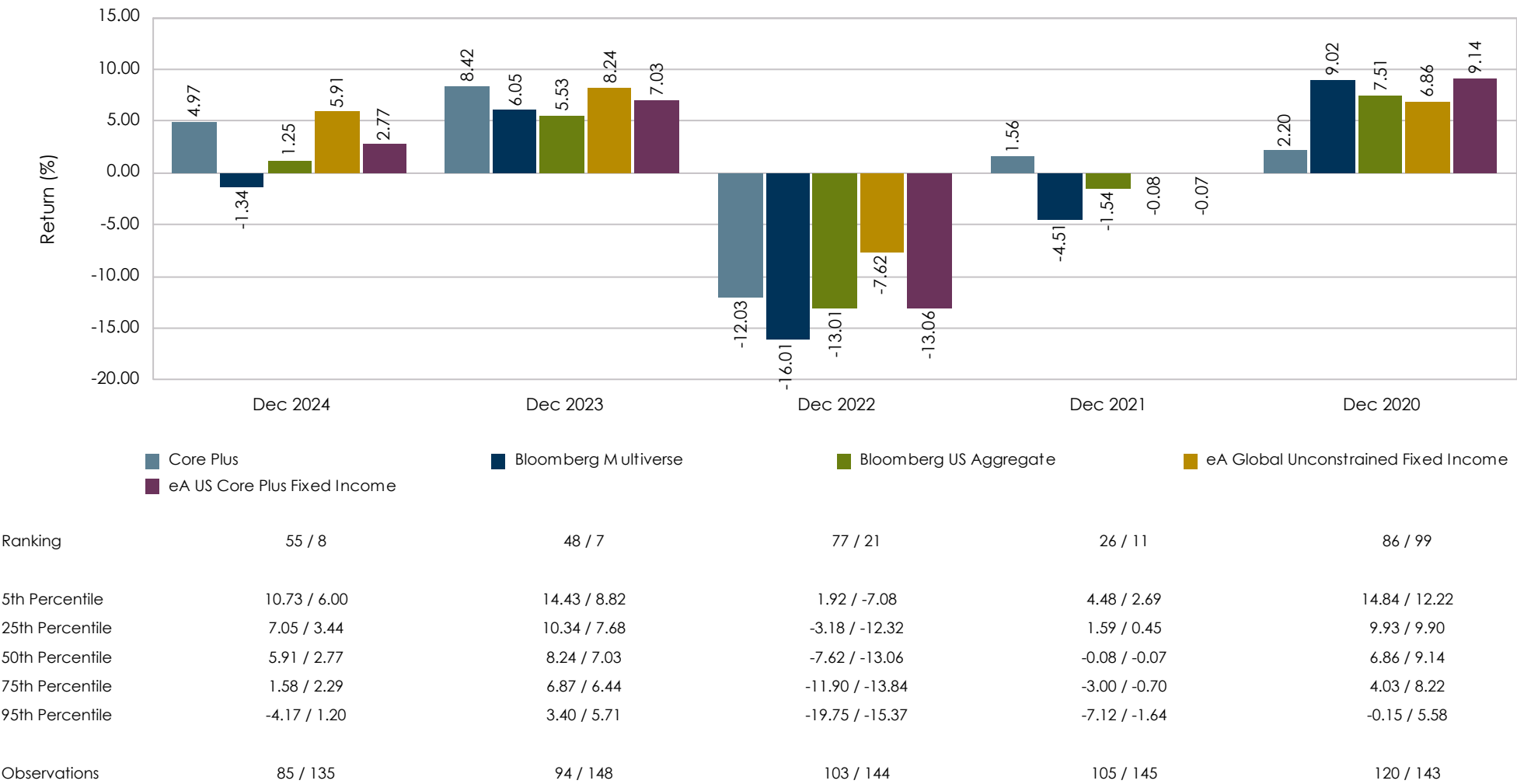
For the Periods Ending December 31, 2024



Ranking	66 / 35	55 / 8	68 / 8	80 / 56	72 / 98	66 / 85
5th Percentile	2.27 / -1.64	10.73 / 6.00	6.43 / 1.25	5.50 / 2.54	4.88 / 3.41	4.58 / 3.73
25th Percentile	0.54 / -2.49	7.05 / 3.44	3.47 / -1.02	3.76 / 1.45	3.86 / 2.41	3.95 / 2.79
50th Percentile	-0.91 / -2.72	5.91 / 2.77	1.94 / -1.51	2.39 / 0.87	2.95 / 1.99	3.19 / 2.43
75th Percentile	-5.25 / -3.00	1.58 / 2.29	-0.61 / -1.95	0.96 / 0.53	1.20 / 1.71	1.31 / 2.16
95th Percentile	-9.21 / -3.53	-4.17 / 1.20	-3.98 / -2.73	-0.90 / 0.14	-0.64 / 1.43	0.08 / 1.78
Observations	85 / 135	85 / 135	84 / 135	80 / 126	73 / 121	62 / 112

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Core Plus Fixed Income Fund
For the One Year Periods Ending December

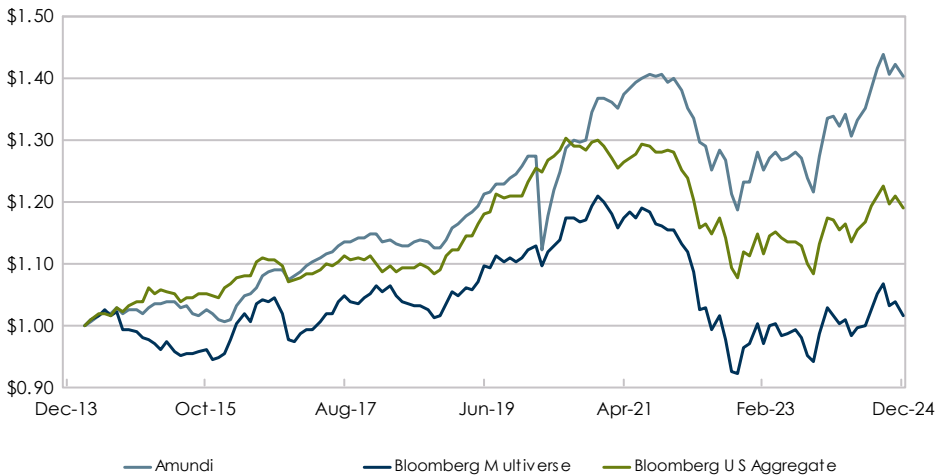


The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

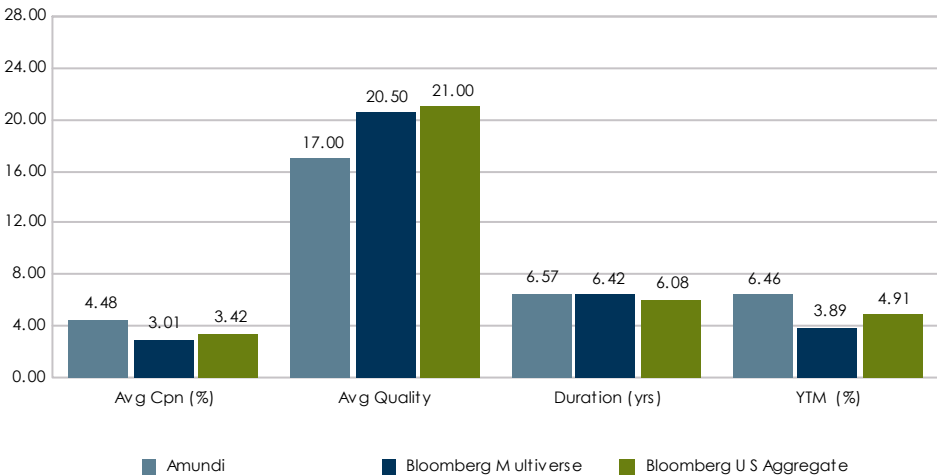
Amundi MSFI Fund

For the Periods Ending December 31, 2024

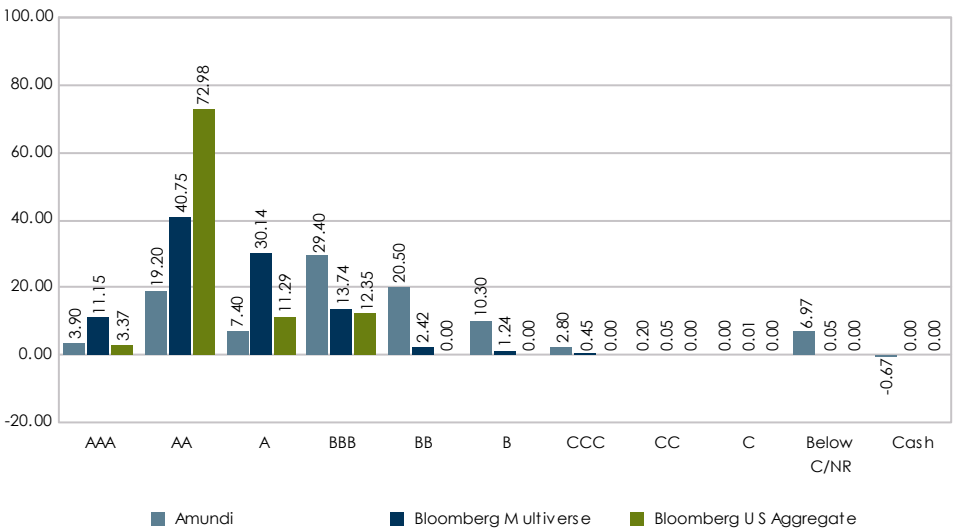
Growth of a Dollar



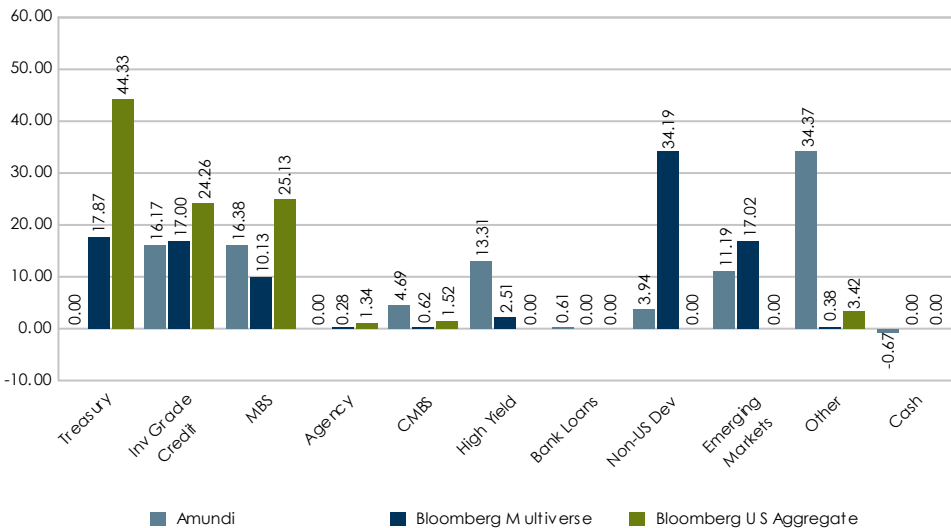
Characteristics



Quality Allocation



Sector Allocation



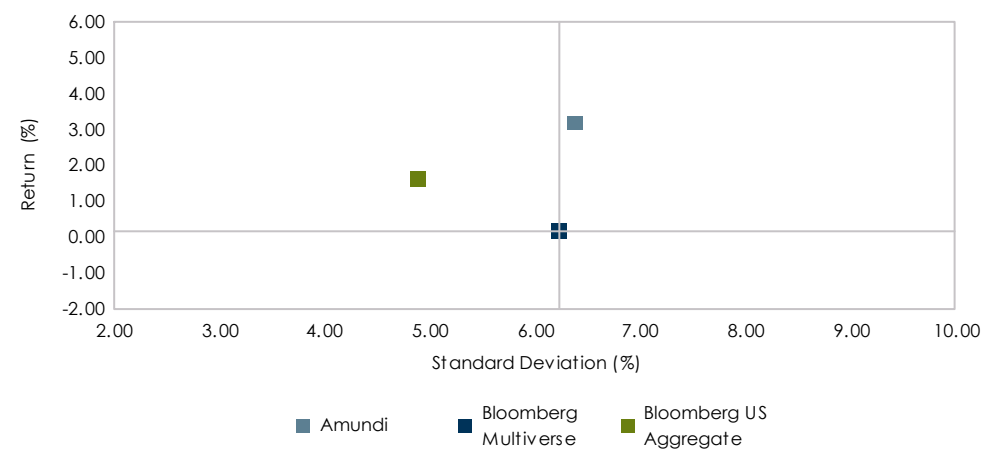
Characteristic and allocation charts represents the composite data of the Amundi Multi-Sector Fixed Income.

The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As.

Amundi MSFI Fund

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2014



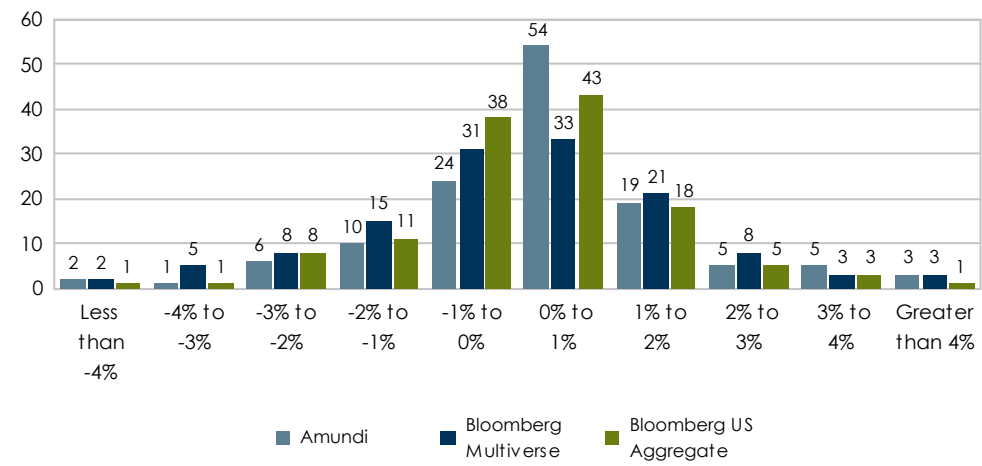
Portfolio Statistics Since Apr 2014

	Amundi	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.20	0.14	1.63
Standard Deviation (%)	6.38	6.23	4.89
Sharpe Ratio	0.25	-0.24	0.00

Benchmark Relative Statistics

Beta	0.78	0.93
R Squared (%)	58.40	50.35
Alpha (%)	3.14	1.77
Tracking Error (%)	4.33	4.51
Batting Average (%)	65.12	62.79
Up Capture (%)	91.18	110.38
Down Capture (%)	56.55	85.03

Return Histogram Since Apr 2014

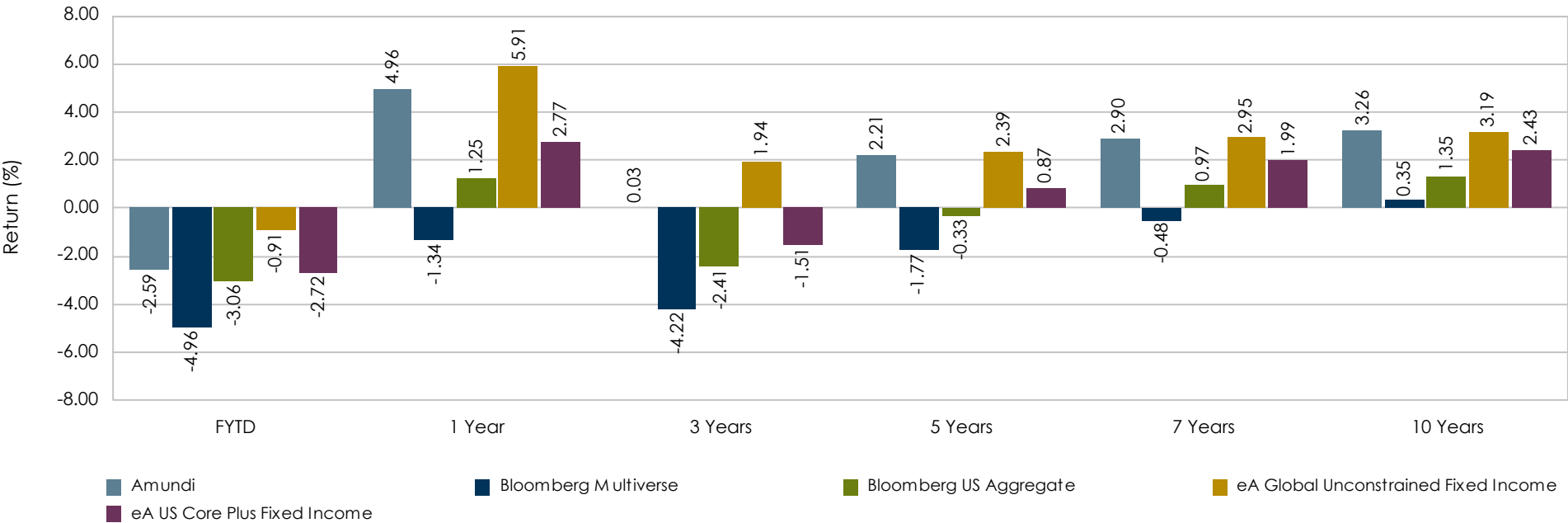


Return Analysis Since Apr 2014

	Amundi	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	129	129	129
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	86	68	70
Number of Negative Months	43	61	59
% of Positive Months	66.67	52.71	54.26

Amundi MSFI Fund

For the Periods Ending December 31, 2024

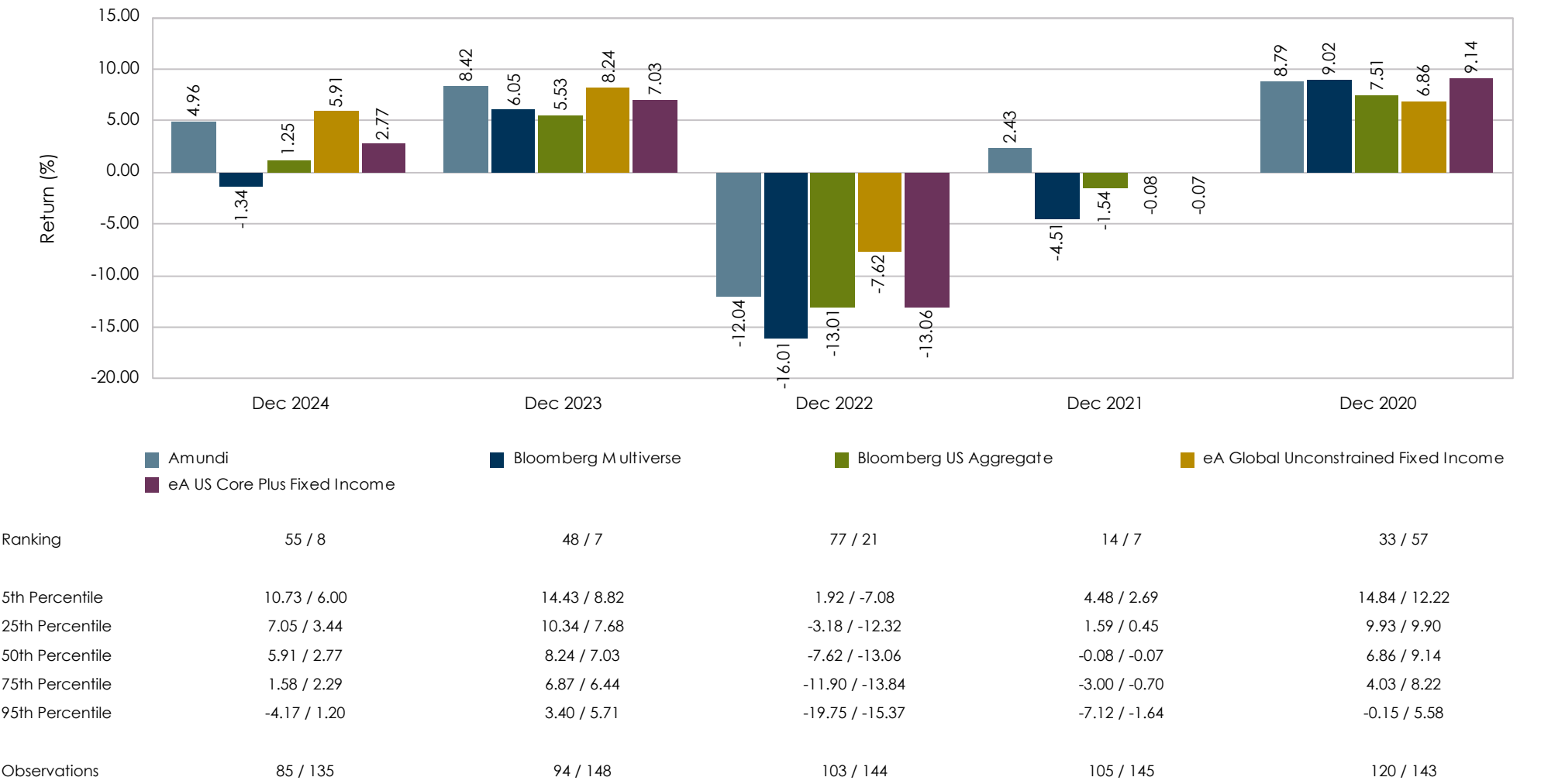


Ranking	66 / 36	55 / 8	68 / 8	53 / 10	51 / 13	46 / 12
5th Percentile	2.27 / -1.64	10.73 / 6.00	6.43 / 1.25	5.50 / 2.54	4.88 / 3.41	4.58 / 3.73
25th Percentile	0.54 / -2.49	7.05 / 3.44	3.47 / -1.02	3.76 / 1.45	3.86 / 2.41	3.95 / 2.79
50th Percentile	-0.91 / -2.72	5.91 / 2.77	1.94 / -1.51	2.39 / 0.87	2.95 / 1.99	3.19 / 2.43
75th Percentile	-5.25 / -3.00	1.58 / 2.29	-0.61 / -1.95	0.96 / 0.53	1.20 / 1.71	1.31 / 2.16
95th Percentile	-9.21 / -3.53	-4.17 / 1.20	-3.98 / -2.73	-0.90 / 0.14	-0.64 / 1.43	0.08 / 1.78
Observations	85 / 135	85 / 135	84 / 135	80 / 126	73 / 121	62 / 112

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Amundi MSFI Fund

For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

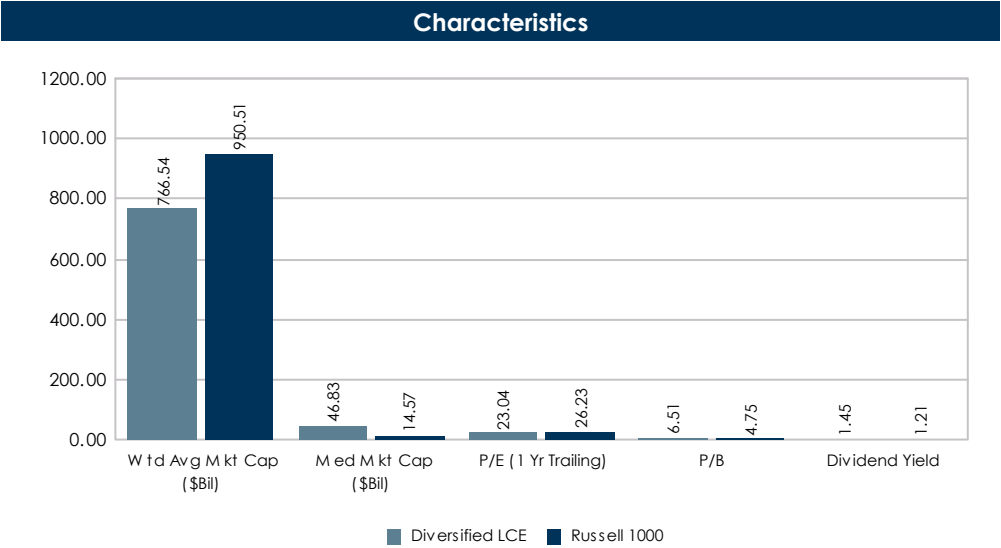
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Large Cap US Equity▪ Manager StateStreet, Hotchkis & Wiley, & Atlanta Capital▪ Vehicle Non-Mutual Commingled▪ Benchmark Russell 1000▪ Performance Inception Date October 2017▪ Fees Manager Fee - 27 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 43 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in large cap US stocks that are diversified by industry and sector.▪ Outperform the Russell 1000 over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.			
		FYTD	1 Year
	Beginning Market Value	300,035	266,184
	Net Additions	5,164	-9,006
	Return on Investment	2,194	50,215
	Ending Market Value	307,392	307,392

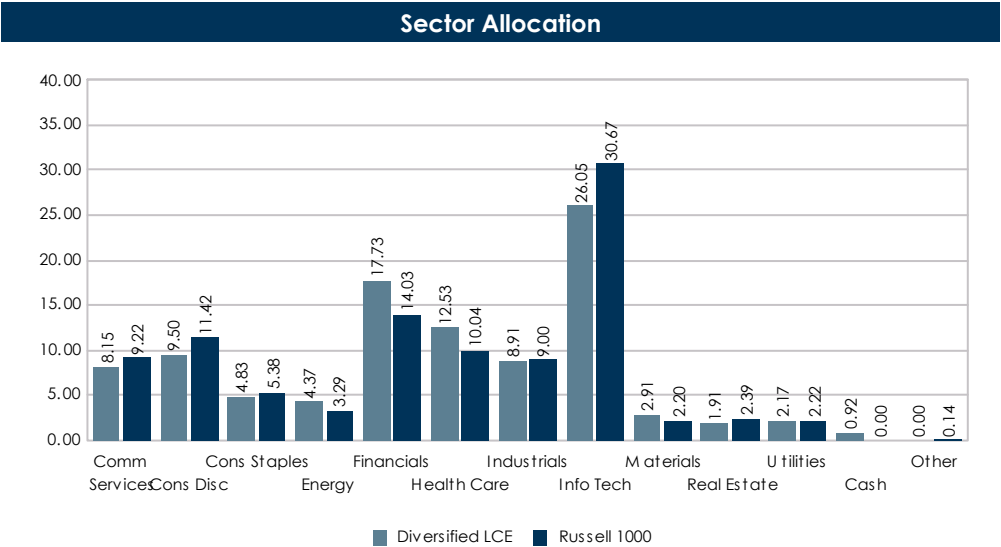
FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Diversified LCE	307,392	100.00
SSgA S&P 500 Index	183,687	59.76
Hotchkis & Wiley Diversified Value	61,941	20.15
Atlanta Capital High Quality Growth	61,764	20.09



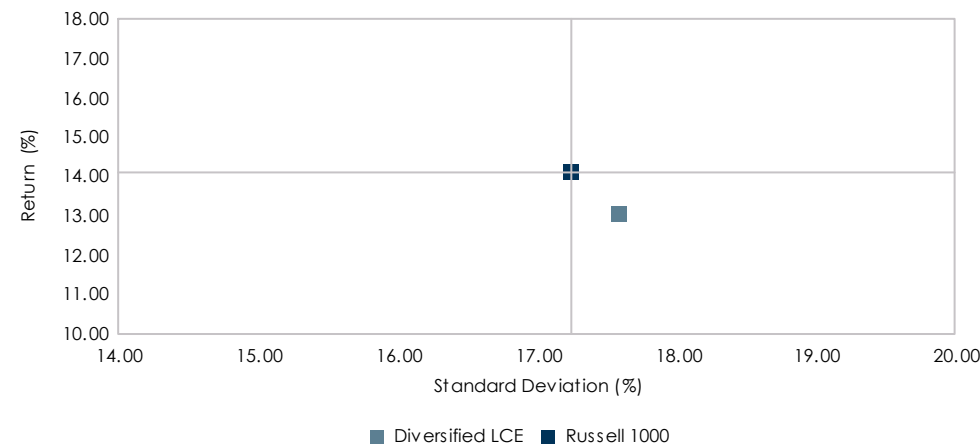
Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	300,035	266,184
Net Additions	5,164	-9,006
Return on Investment	2,194	50,215
Ending Market Value	307,392	307,392



FMlvt Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Oct 2017



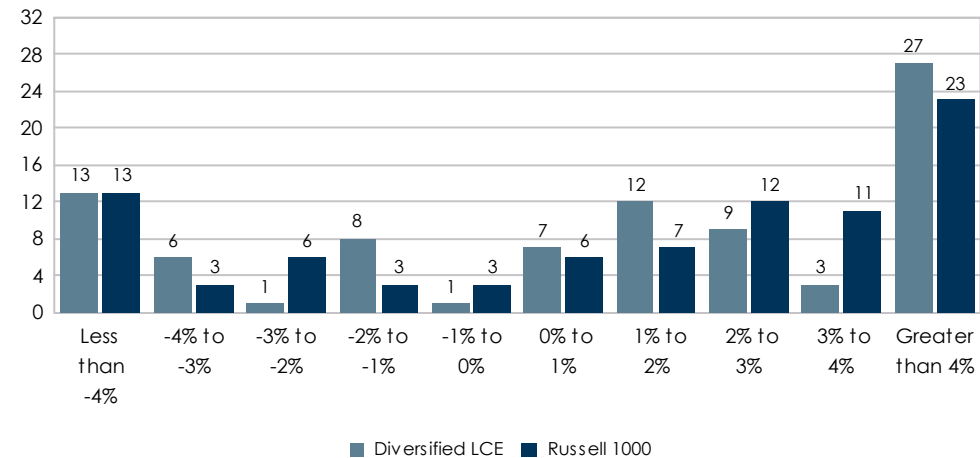
Portfolio Statistics Since Oct 2017

	Diversified LCE	Russell 1000
Return (%)	13.04	14.08
Standard Deviation (%)	17.60	17.25
Sharpe Ratio	0.61	0.68

Benchmark Relative Statistics

Beta	1.01
R Squared (%)	97.72
Alpha (%)	-0.98
Tracking Error (%)	2.66
Batting Average (%)	44.83
Up Capture (%)	96.14
Down Capture (%)	99.74

Return Histogram Since Oct 2017

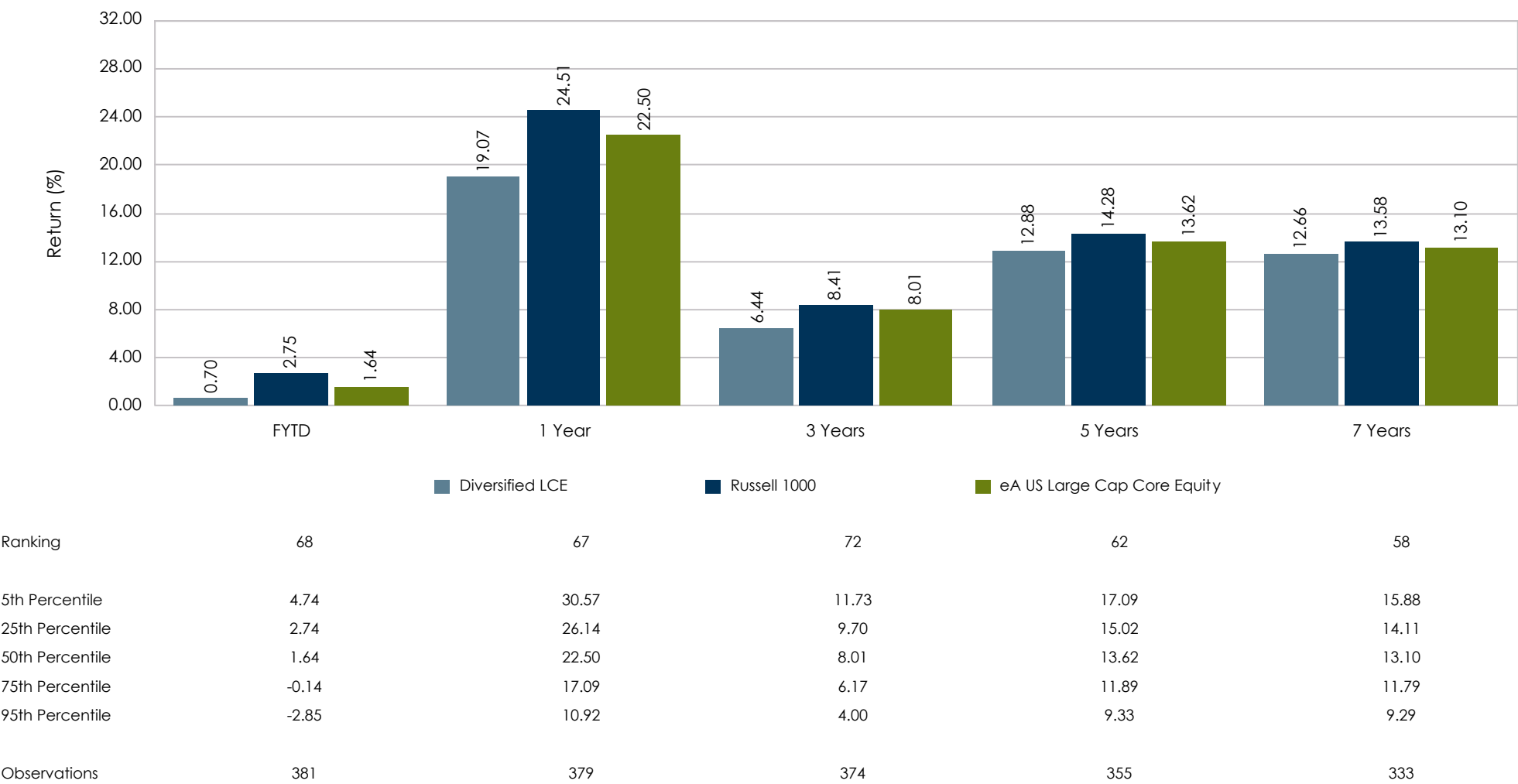


Return Analysis Since Oct 2017

	Diversified LCE	Russell 1000
Number of Months	87	87
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	58	59
Number of Negative Months	29	28
% of Positive Months	66.67	67.82

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMlVT Diversified Large Cap Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

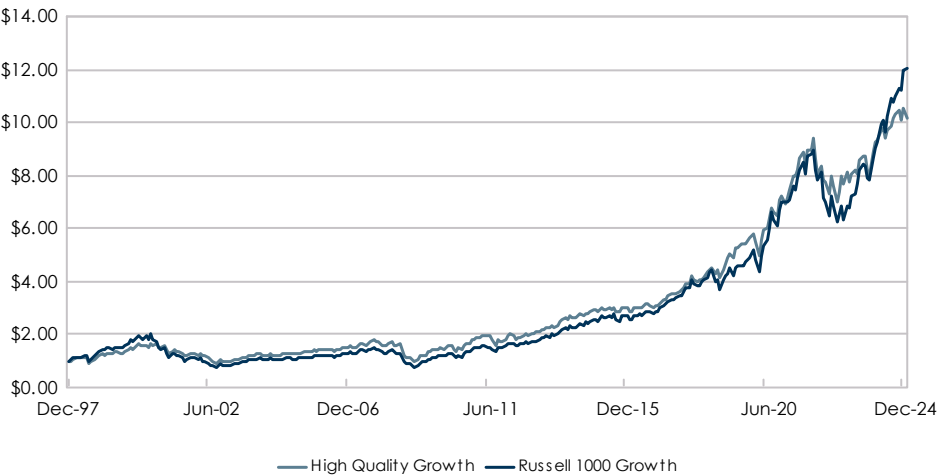
Investment Guidelines**Diversified Large Cap Equity Portfolio***For the Periods Ending December 31, 2024*

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Com
SSgA S&P 500 Index	60.0%	50% - 70%	59.76%	Yes	
Atlanta Capital High Quality Growth	20.0%	10% - 30%	20.09%	Yes	
Hotchkis & Wiley Diversified Value	20.0%	10% - 30%	20.15%	Yes	
Allocation	Max. %		Actual Portfolio	Within Guidelines?	Com
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%		0.92%	Yes	
The portfolio shall not own private placements, unregistered or registered stock, options, futures, or commodities, nor participate in margin trading.	N/A		N/A	Yes	

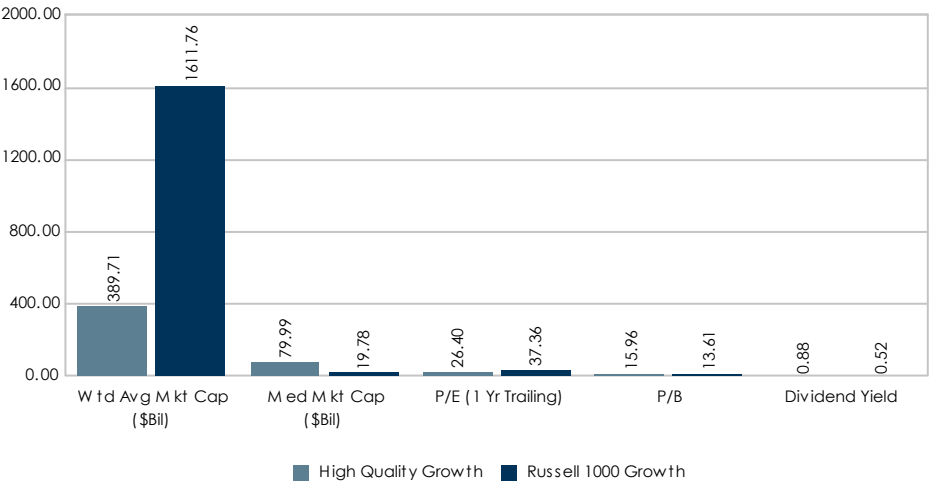
Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024

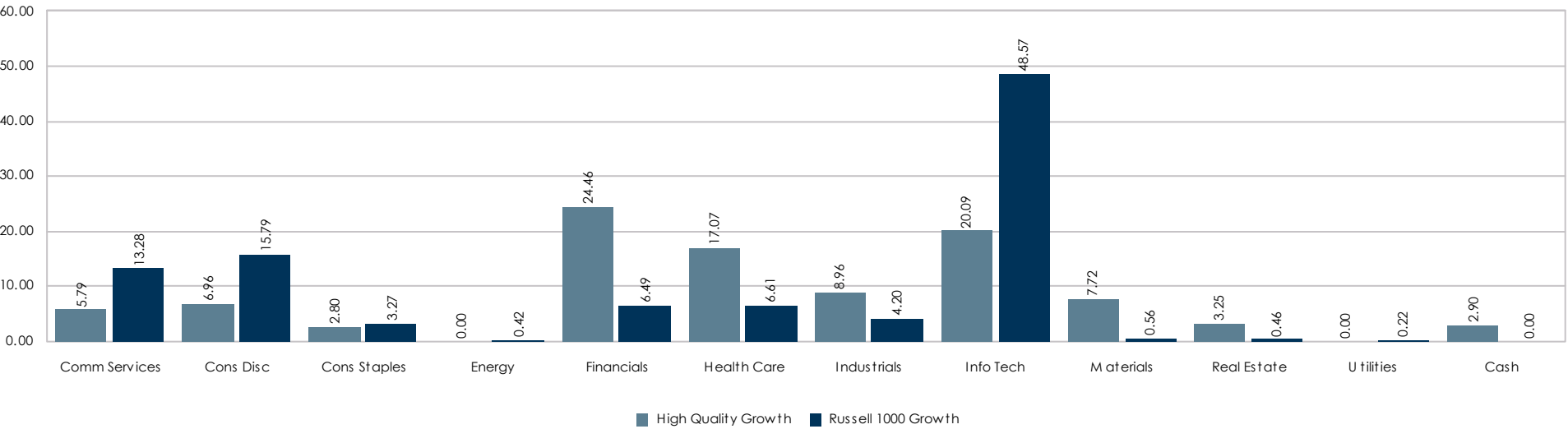
Growth of a Dollar



Characteristics



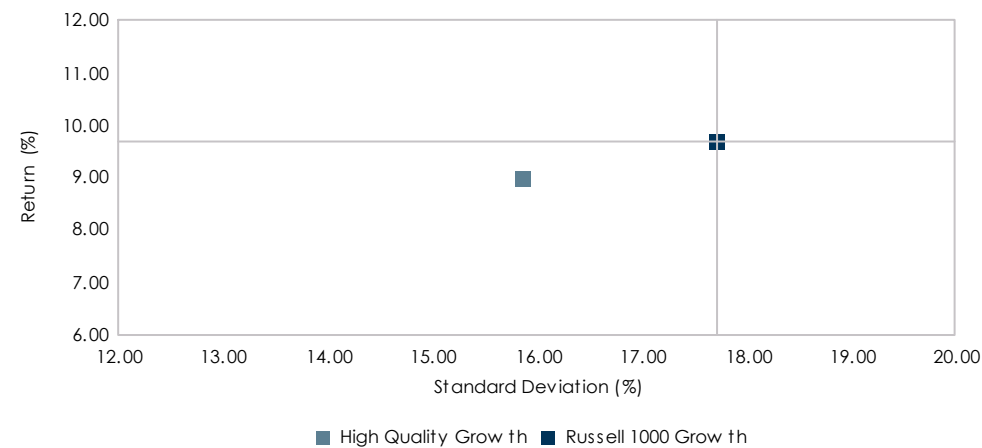
Sector Allocation



Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024

Risk / Return Since Jan 1998



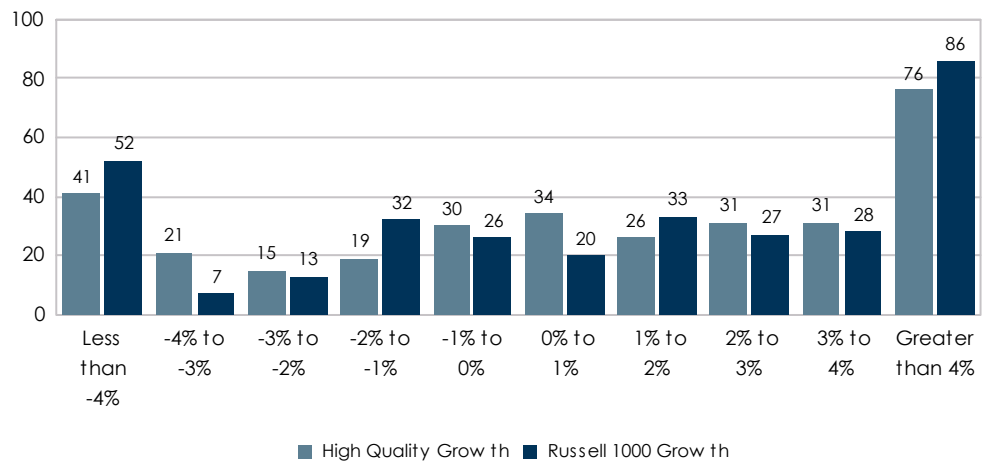
Portfolio Statistics Since Jan 1998

	High Quality Growth	Russell 1000 Growth
Return (%)	8.97	9.67
Standard Deviation (%)	15.86	17.72
Sharpe Ratio	0.44	0.43

Benchmark Relative Statistics

Beta	0.83
R Squared (%)	86.78
Alpha (%)	0.84
Tracking Error (%)	6.48
Batting Average (%)	44.44
Up Capture (%)	83.62
Down Capture (%)	86.73

Return Histogram Since Jan 1998

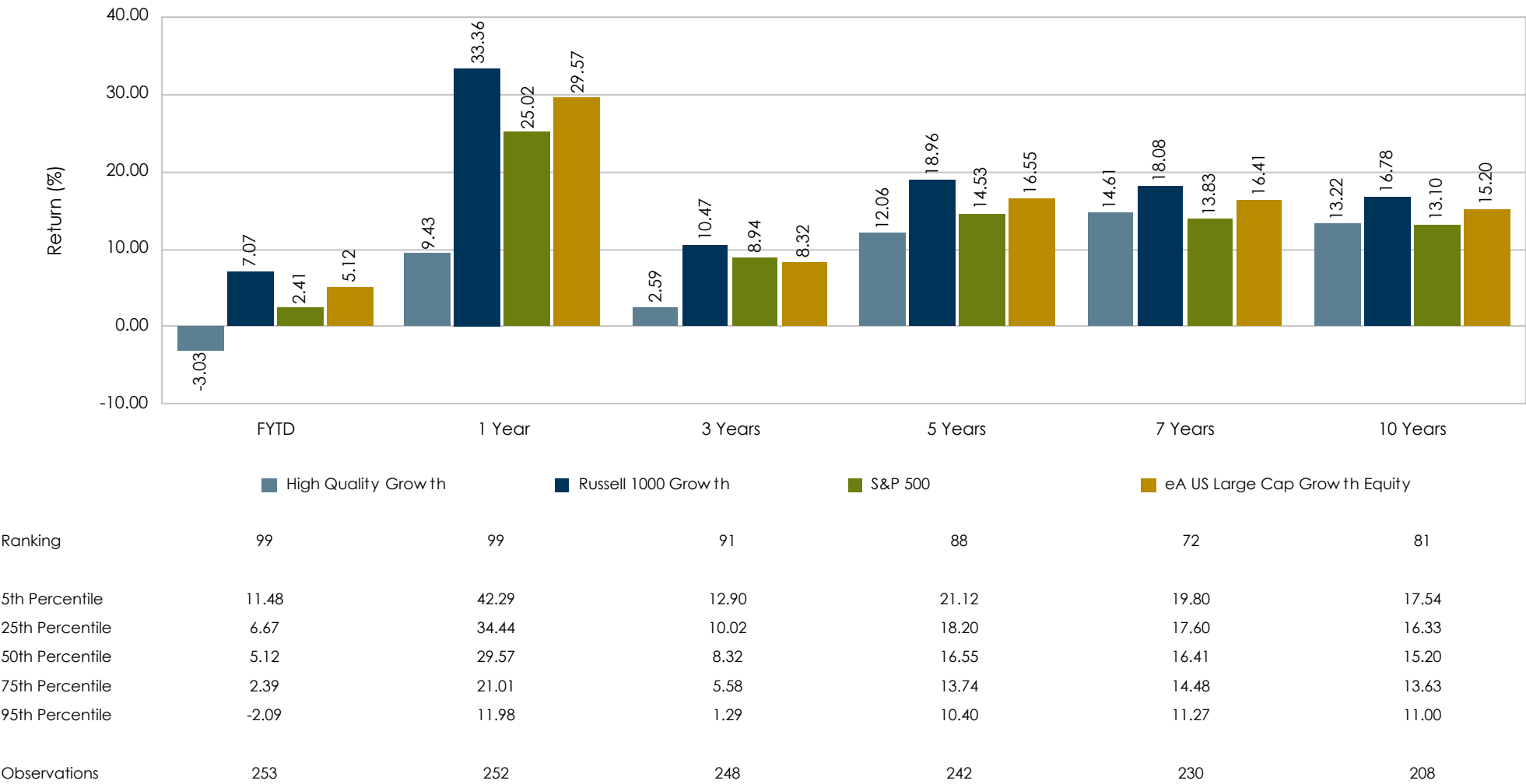


Return Analysis Since Jan 1998

	High Quality Growth	Russell 1000 Growth
Number of Months	324	324
Highest Monthly Return (%)	13.30	14.80
Lowest Monthly Return (%)	-17.56	-17.61
Number of Positive Months	198	194
Number of Negative Months	126	130
% of Positive Months	61.11	59.88

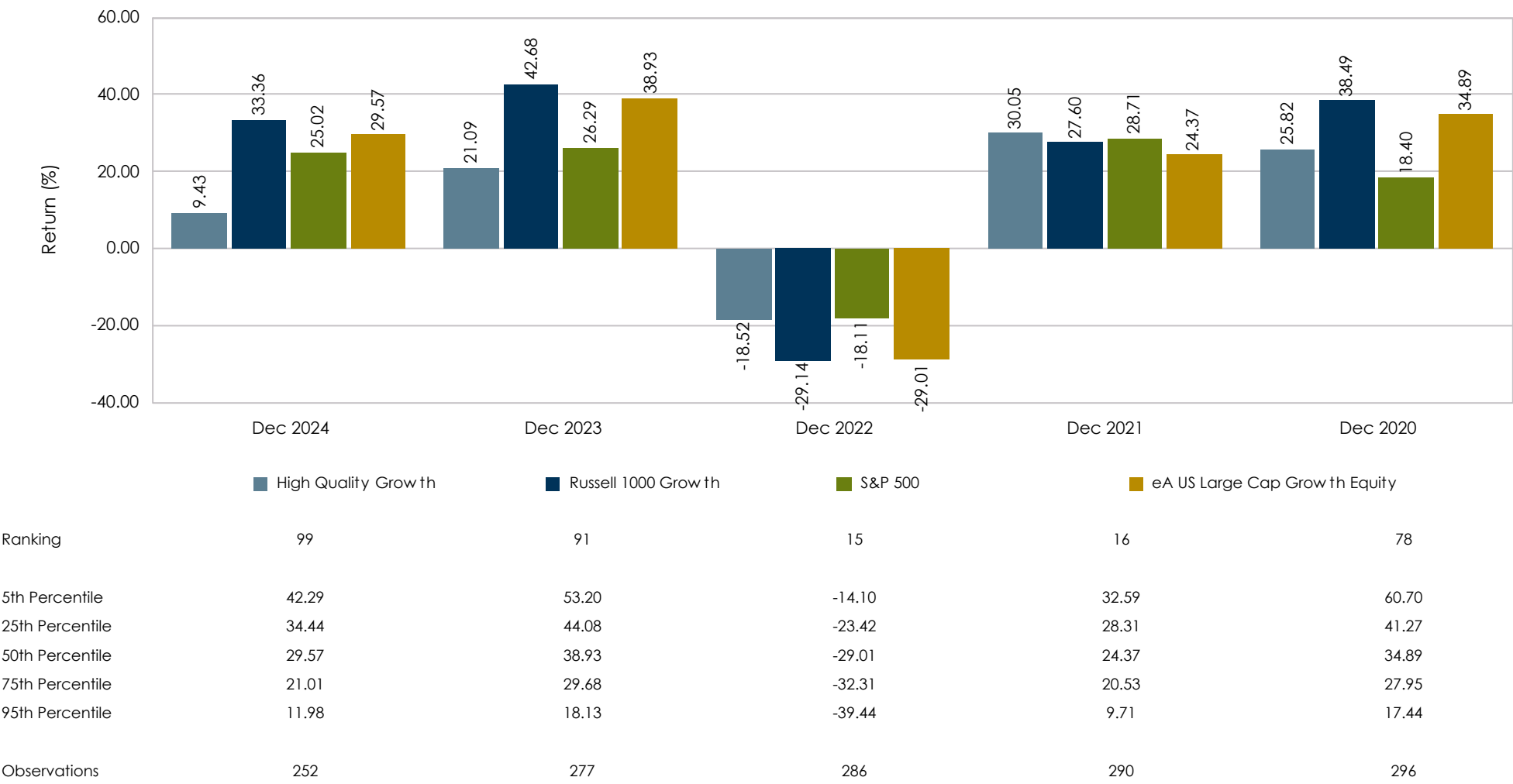
Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Atlanta Capital High Quality Growth
For the One Year Periods Ending December



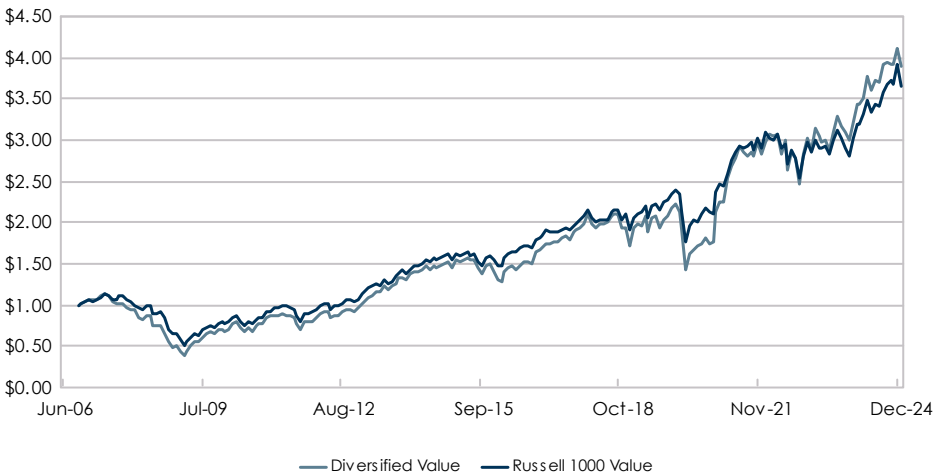
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines
Atlanta Capital High Quality Growth
For the Periods Ending December 31, 2024

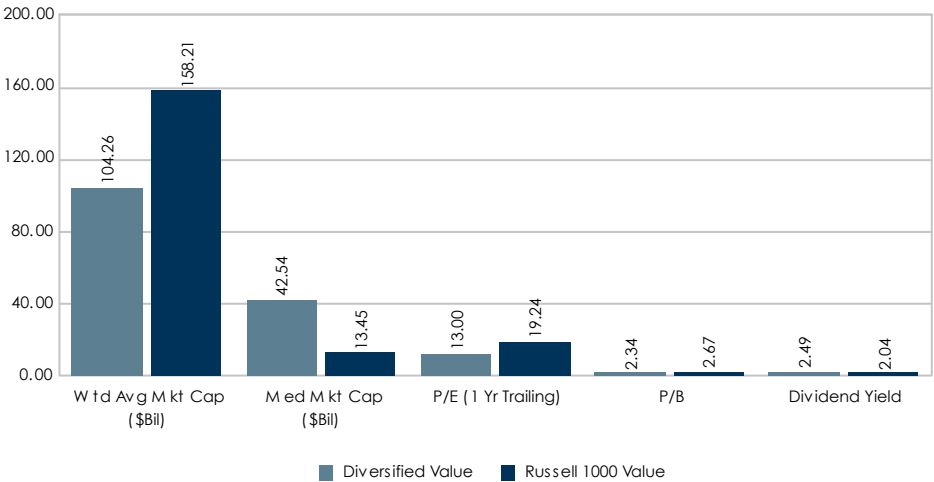
Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector as defined by the Standard & Poor's GICS.				
Communication Services	30.00%	5.79%	Yes	
Consumer Discretionary	30.00%	6.96%	Yes	
Consumer Staples	30.00%	2.80%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	24.46%	Yes	
Health Care	30.00%	17.07%	Yes	
Industrials	30.00%	8.96%	Yes	
Information Technology	30.00%	20.09%	Yes	
Materials	30.00%	7.72%	Yes	
Real Estate	30.00%	3.25%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	2.90%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.0%	4.92%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.0%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.0%	0.00%	Yes	
Maximum of 20% of the Portfolio, valued at market, may be invested in ADRs and common stocks of corporations organized under the laws of any country other than the United States, which are traded primarily on a US stock exchange.	20.0%	5.60%	Yes	

Hotchkis & Wiley Diversified Value
For the Periods Ending December 31, 2024

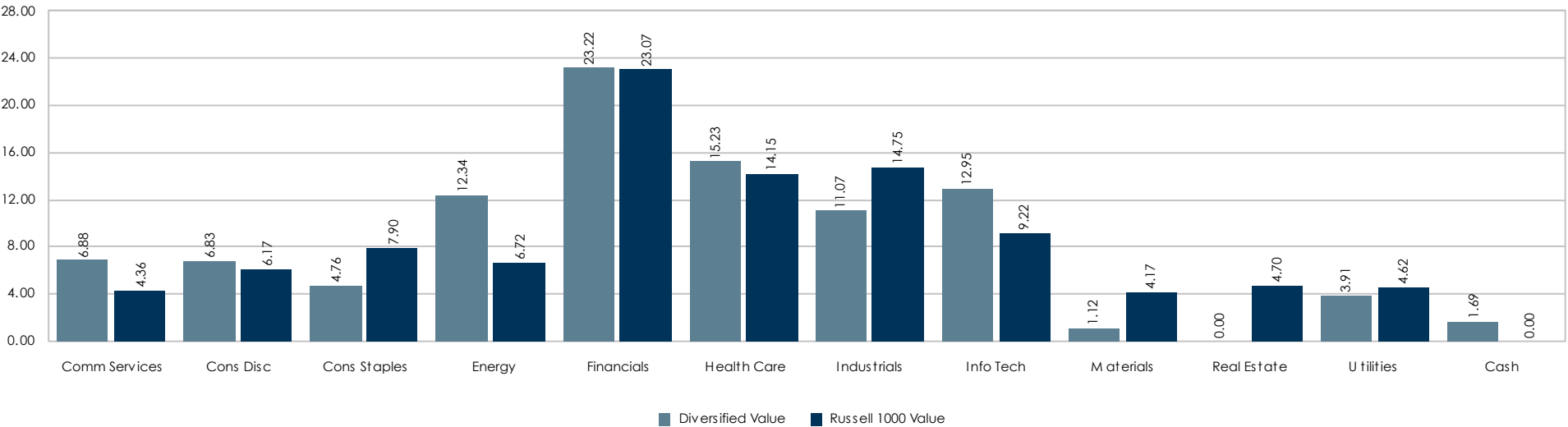
Growth of a Dollar



Characteristics



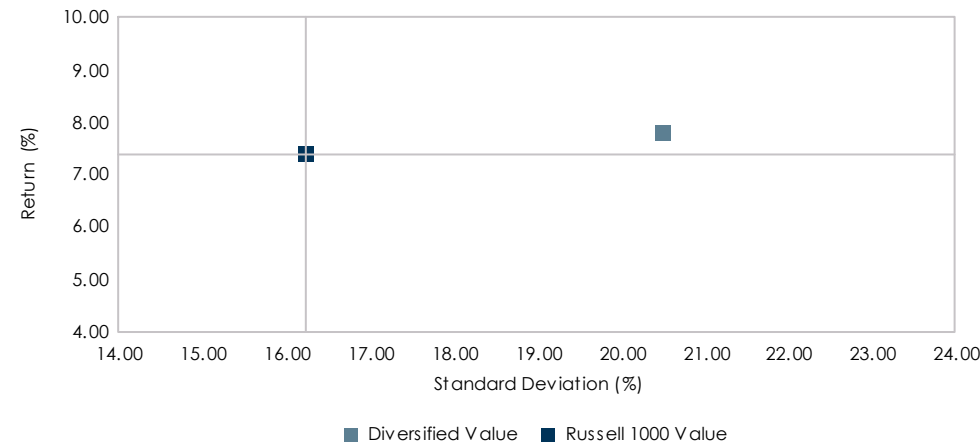
Sector Allocation



Hotchkis & Wiley Diversified Value

For the Periods Ending December 31, 2024

Risk / Return Since Nov 2006



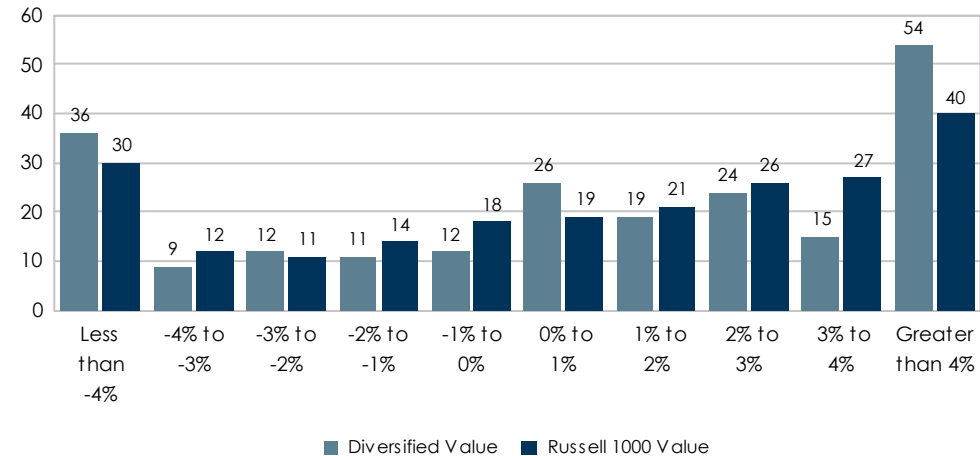
Portfolio Statistics Since Nov 2006

	Diversified Value	Russell 1000 Value
Return (%)	7.78	7.39
Standard Deviation (%)	20.52	16.24
Sharpe Ratio	0.31	0.37

Benchmark Relative Statistics

Beta	1.21
R Squared (%)	91.14
Alpha (%)	-0.59
Tracking Error (%)	6.96
Batting Average (%)	55.50
Up Capture (%)	118.02
Down Capture (%)	113.42

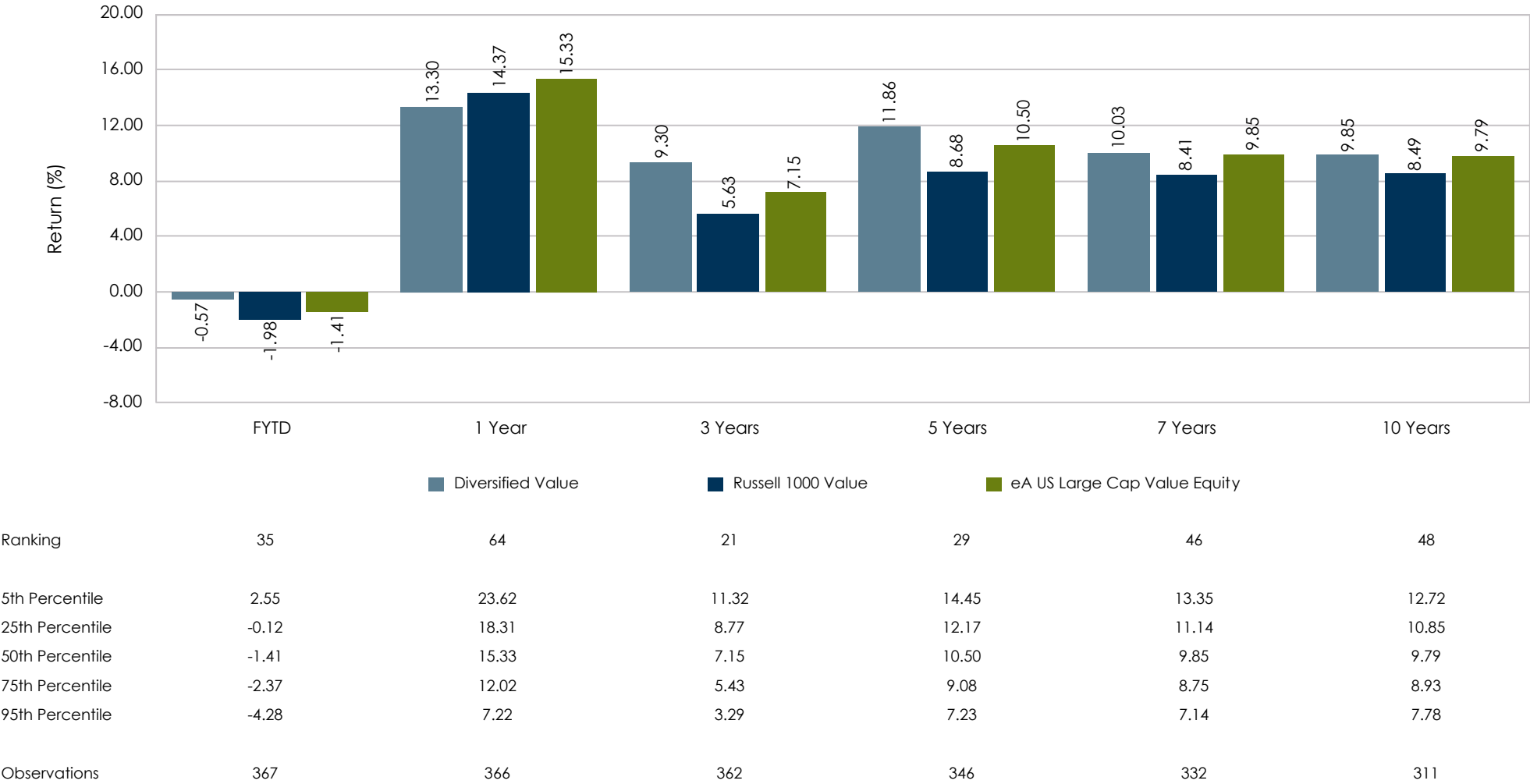
Return Histogram Since Nov 2006



Return Analysis Since Nov 2006

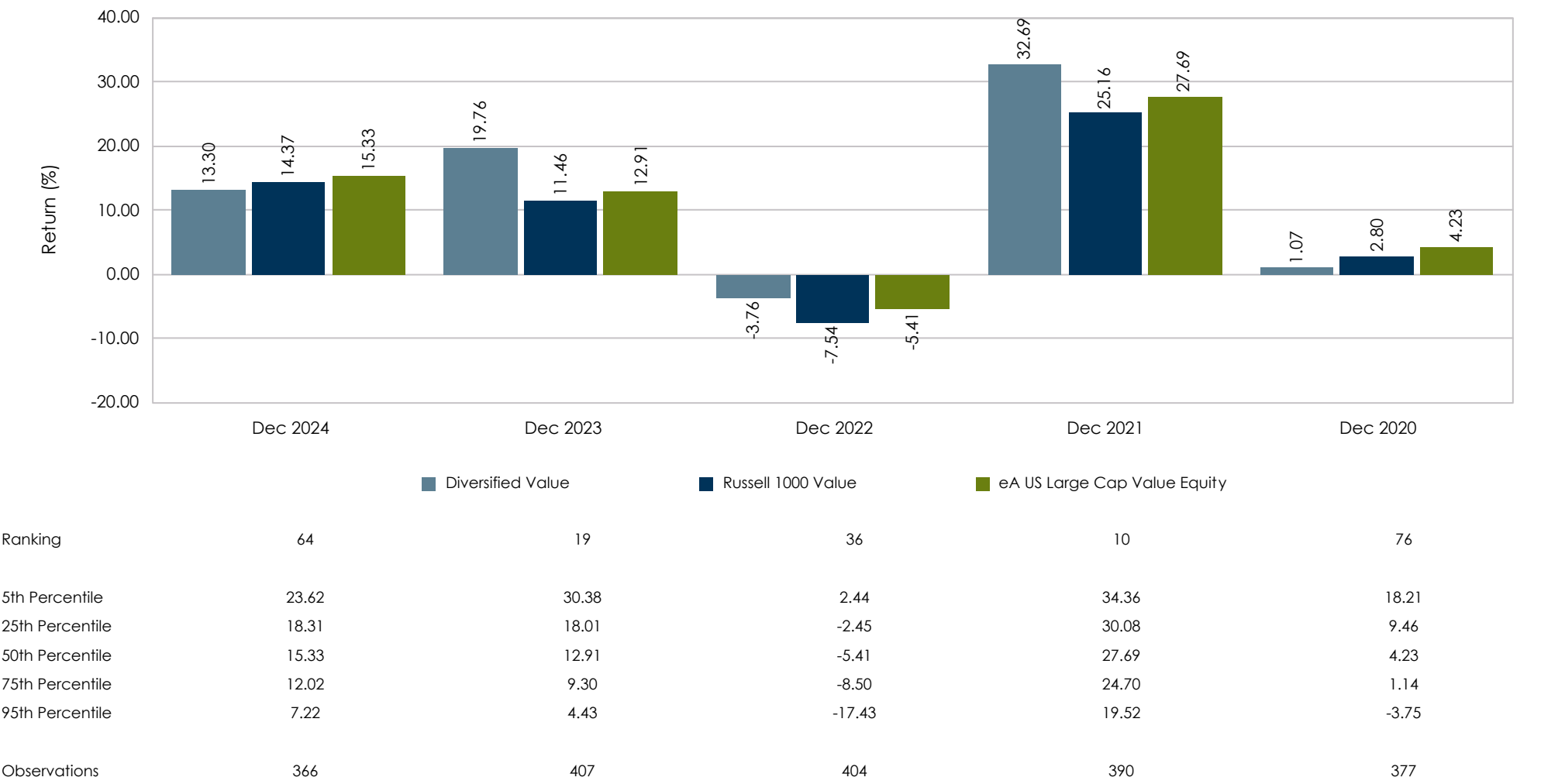
	Diversified Value	Russell 1000 Value
Number of Months	218	218
Highest Monthly Return (%)	20.73	13.45
Lowest Monthly Return (%)	-24.98	-17.31
Number of Positive Months	138	133
Number of Negative Months	80	85
% of Positive Months	63.30	61.01

Hotchkis & Wiley Diversified Value
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Hotchkis & Wiley Diversified Value
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines**Hotchkis & Wiley Diversified Value**

For the Periods Ending December 31, 2024

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 35% for any sector as defined by the Standard & Poor's GICS.				
Communication Services	35.00%	6.88%	Yes	
Consumer Discretionary	35.00%	6.83%	Yes	
Consumer Staples	35.00%	4.76%	Yes	
Energy	35.00%	12.34%	Yes	
Financials	35.00%	23.22%	Yes	
Health Care	35.00%	15.23%	Yes	
Industrials	35.00%	11.07%	Yes	
Information Technology	35.00%	12.95%	Yes	
Materials	35.00%	1.12%	Yes	
Real Estate	35.00%	0.00%	Yes	
Utilities	35.00%	3.91%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	1.69%	Yes	
The portfolio shall not own more than 5% of the outstanding common stock of any individual corporation.	5.0%	N/A	Yes	
A maximum of 7.5% of the portfolio may be invested in the securities of an individual corporation.	7.5%	4.23%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.0%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.0%	0.00%	Yes	
A maximum of 20% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	20.0%	17.87%	Yes	

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

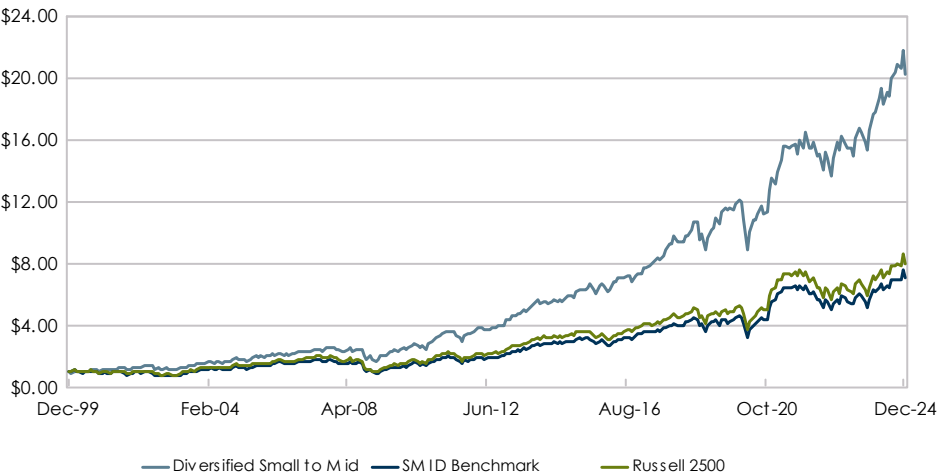
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">■ Strategy Small to Mid (SMID) (Strategy change in 2010)■ Manager Atlanta Capital Management Company■ Vehicle Separately Managed Account■ Benchmark A blend of Russell 2500 and Russell 2000■ Performance Inception Date January 2000■ Fees Manager Fee - 45 bps; Admin Fee - 14.5 bps■ Total Expenses Approximately 63 bps	<ul style="list-style-type: none">■ Minimum initial investment \$50,000■ Minimum subsequent investments \$5,000■ Minimum redemption \$5,000■ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.■ The Portfolio is valued on the last business day of the month.■ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">■ Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange.■ Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years).■ Rank above median in a relevant peer group universe.■ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.			
		FYTD	1 Year
	Beginning Market Value	220,449	198,921
	Net Additions	-343	-12,801
	Return on Investment	-6,190	27,796
	Income	560	2,091
	Gain/Loss	-6,750	25,705
	Ending Market Value	213,916	213,916

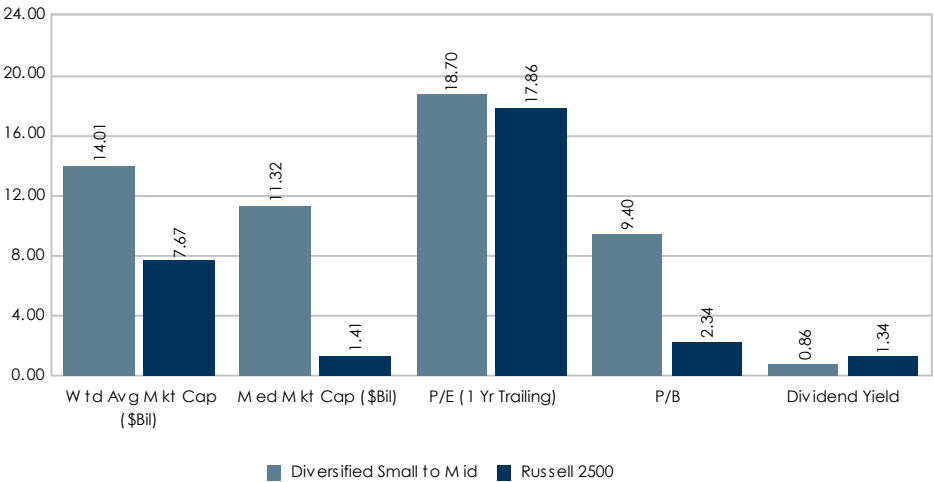
FMLvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

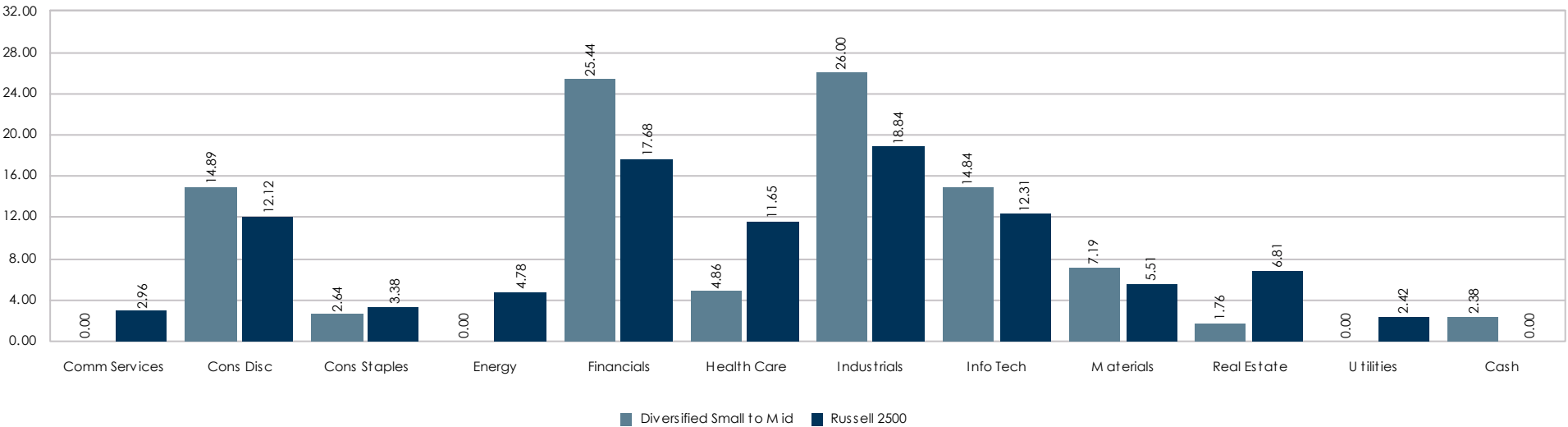
Growth of a Dollar



Characteristics



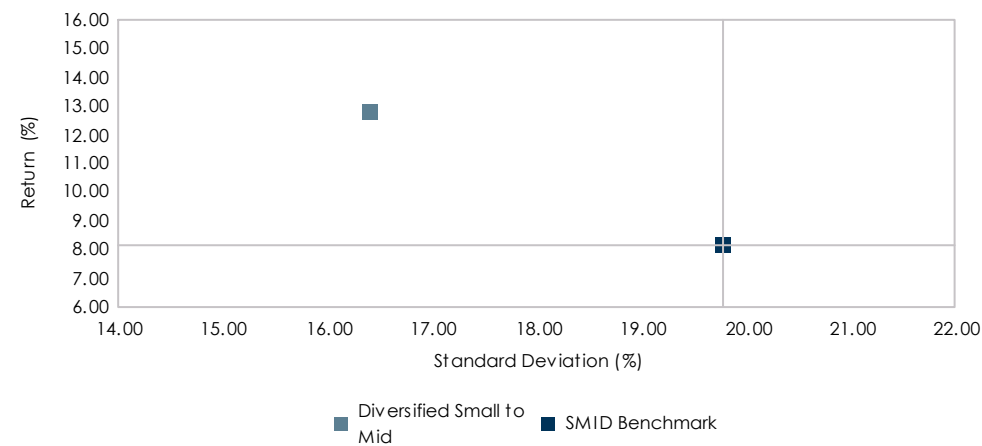
Sector Allocation



FMLvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Jan 2000



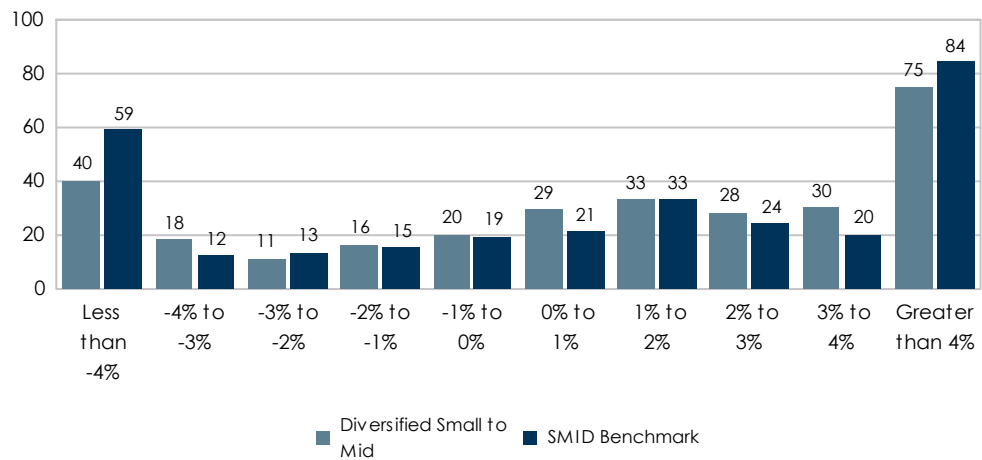
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	12.79	8.13
Standard Deviation (%)	16.41	19.79
Sharpe Ratio	0.67	0.32

Benchmark Relative Statistics

Beta	0.77
R Squared (%)	85.53
Alpha (%)	6.08
Tracking Error (%)	7.76
Batting Average (%)	53.33
Up Capture (%)	85.31
Down Capture (%)	72.15

Return Histogram Since Jan 2000

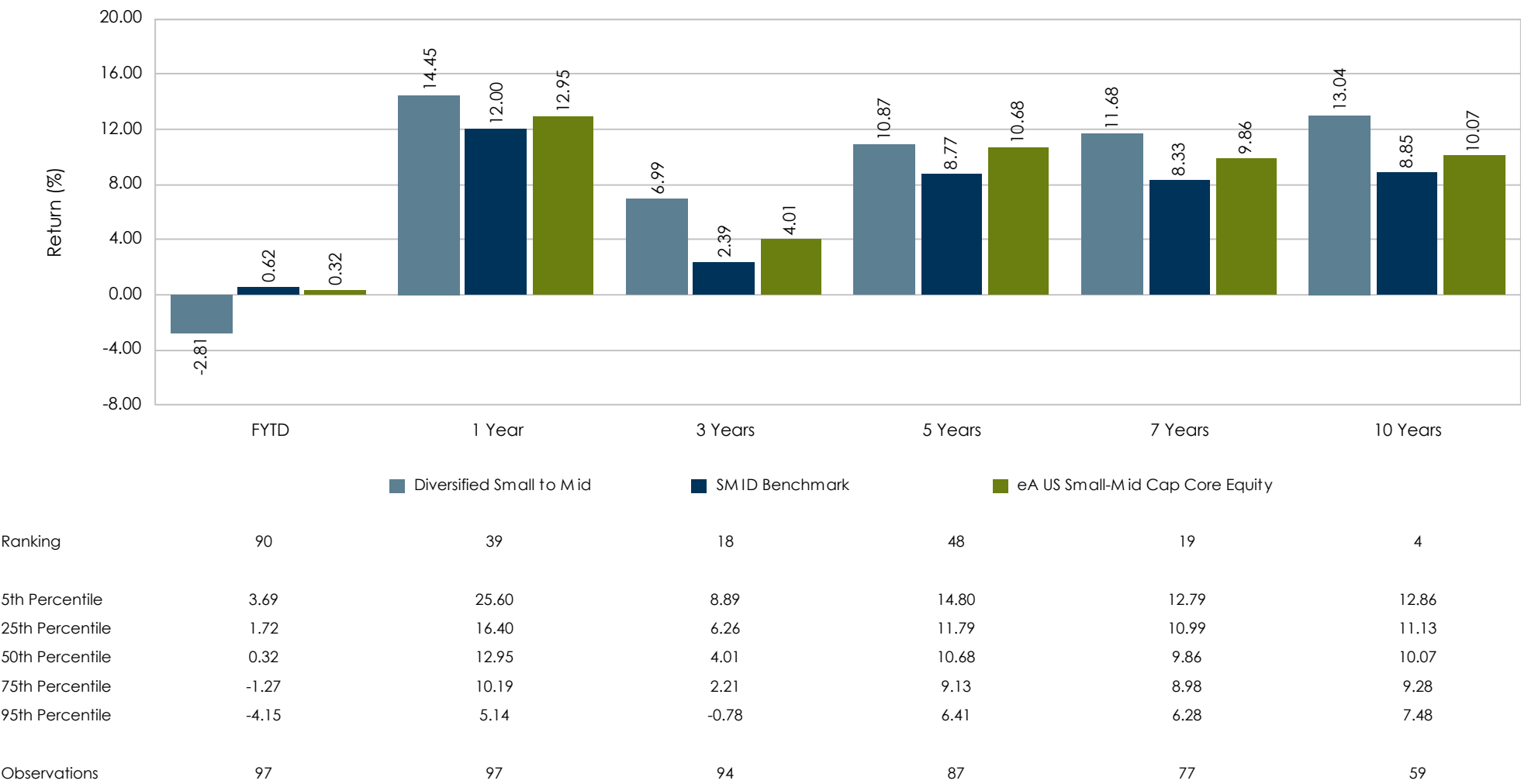


Return Analysis Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Number of Months	300	300
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	195	182
Number of Negative Months	105	118
% of Positive Months	65.00	60.67

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Diversified SMID Cap Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines
Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending December 31, 2024

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	14.89%	Yes	
Consumer Staples	30.00%	2.64%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	25.44%	Yes	
Health Care	30.00%	4.86%	Yes	
Industrials	30.00%	26.00%	Yes	
Information Technology	30.00%	14.84%	Yes	
Materials	30.00%	7.19%	Yes	
Real Estate	30.00%	1.76%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	2.38%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.68%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

FMIVT International Equity Portfolio

For the Periods Ending December 31, 2024

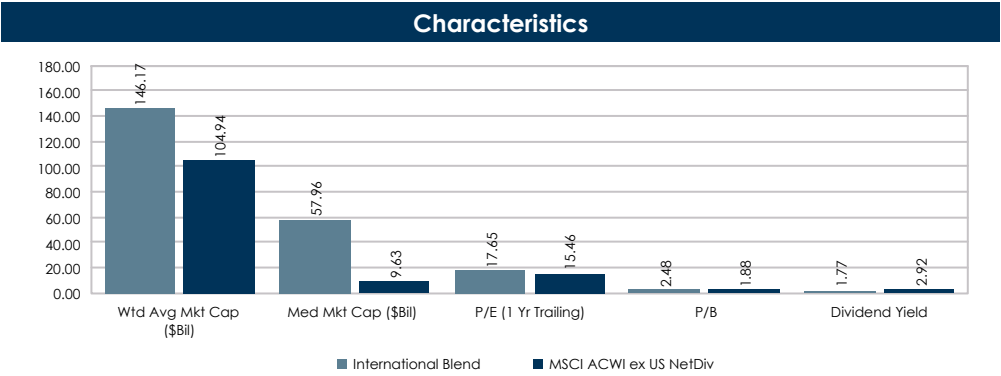
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy International Equity▪ Manager Ninety One Asset Management and Allspring Global Investments▪ Vehicle Non-Mutual Commingled▪ Benchmark MSCI ACWI ex US▪ Performance Inception Date June 2005 (Manager changes April 2011, October 2014 & October 2017)▪ Fees Manager Fee - 43 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 62 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process.▪ Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities.			
		FYTD	1 Year
	Beginning Market Value	232,932	204,647
	Net Additions	5,657	7,856
	Return on Investment	-11,382	14,705
	Ending Market Value	227,207	227,207

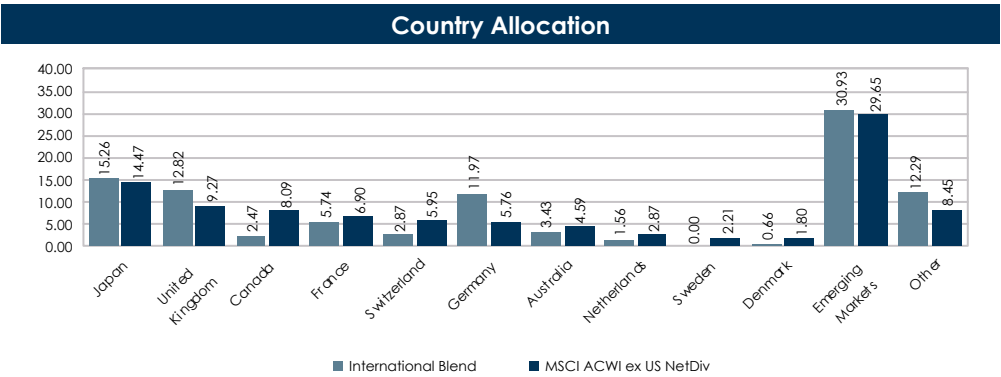
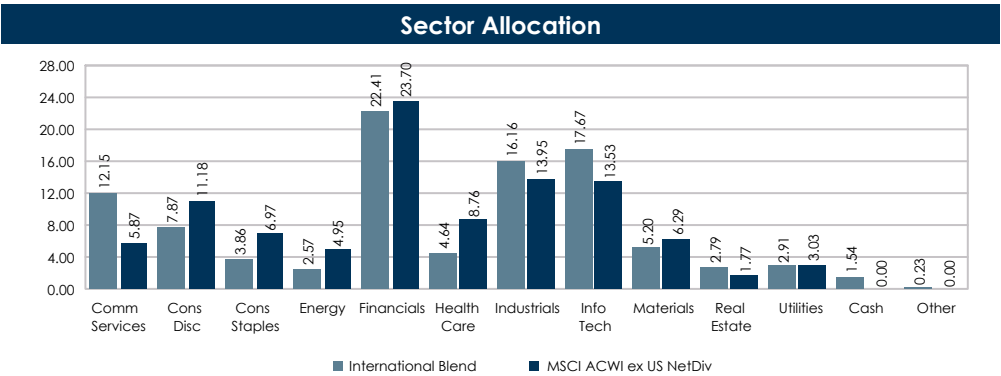
FMlvt International Equity Portfolio

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total International Blend	227,207	100.00
Ninety One International Equity Fund	210,192	92.51
Allspring EM Large/Mid Cap Eq	17,016	7.49

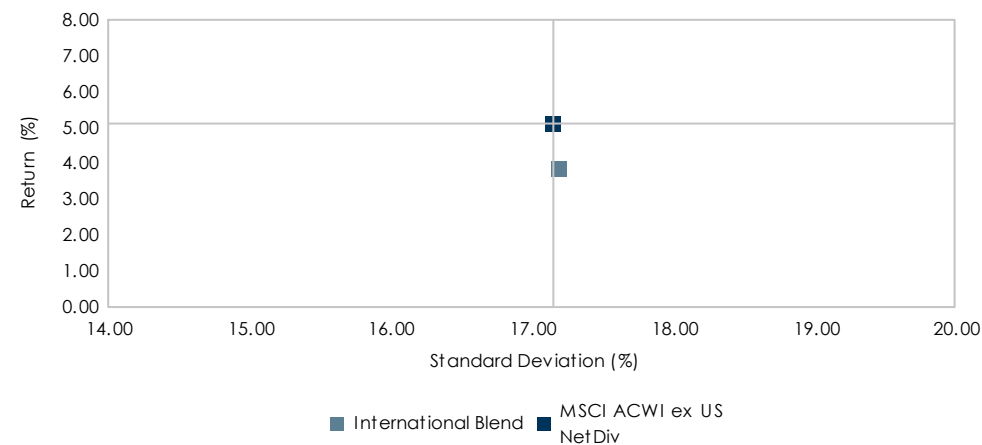


Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	232,932	204,647
Net Additions	5,657	7,856
Return on Investment	-11,382	14,705
Ending Market Value	227,207	227,207



FMIvT International Equity Portfolio
For the Periods Ending December 31, 2024

Risk / Return Since Jul 2005



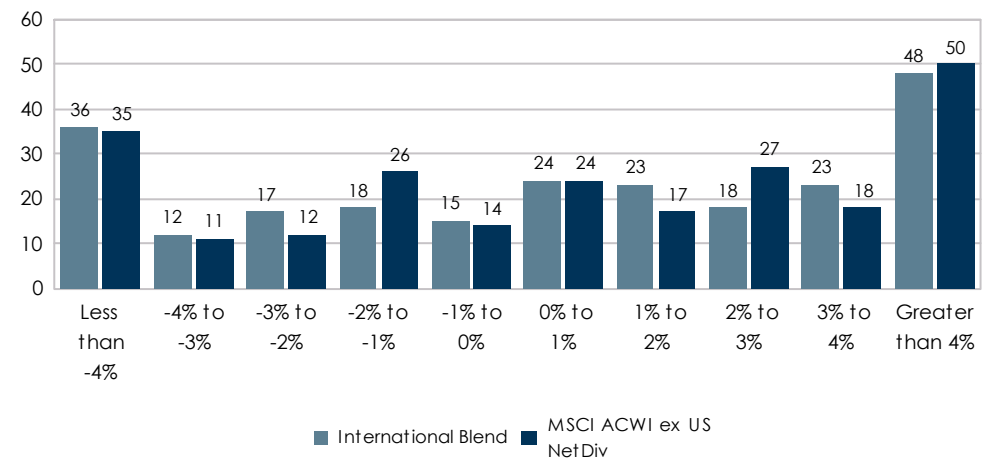
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	3.84	5.10
Standard Deviation (%)	17.19	17.15
Sharpe Ratio	0.13	0.21

Benchmark Relative Statistics

Beta	0.98
R Squared (%)	94.74
Alpha (%)	-1.03
Tracking Error (%)	3.96
Batting Average (%)	47.44
Up Capture (%)	95.20
Down Capture (%)	100.82

Return Histogram Since Jul 2005

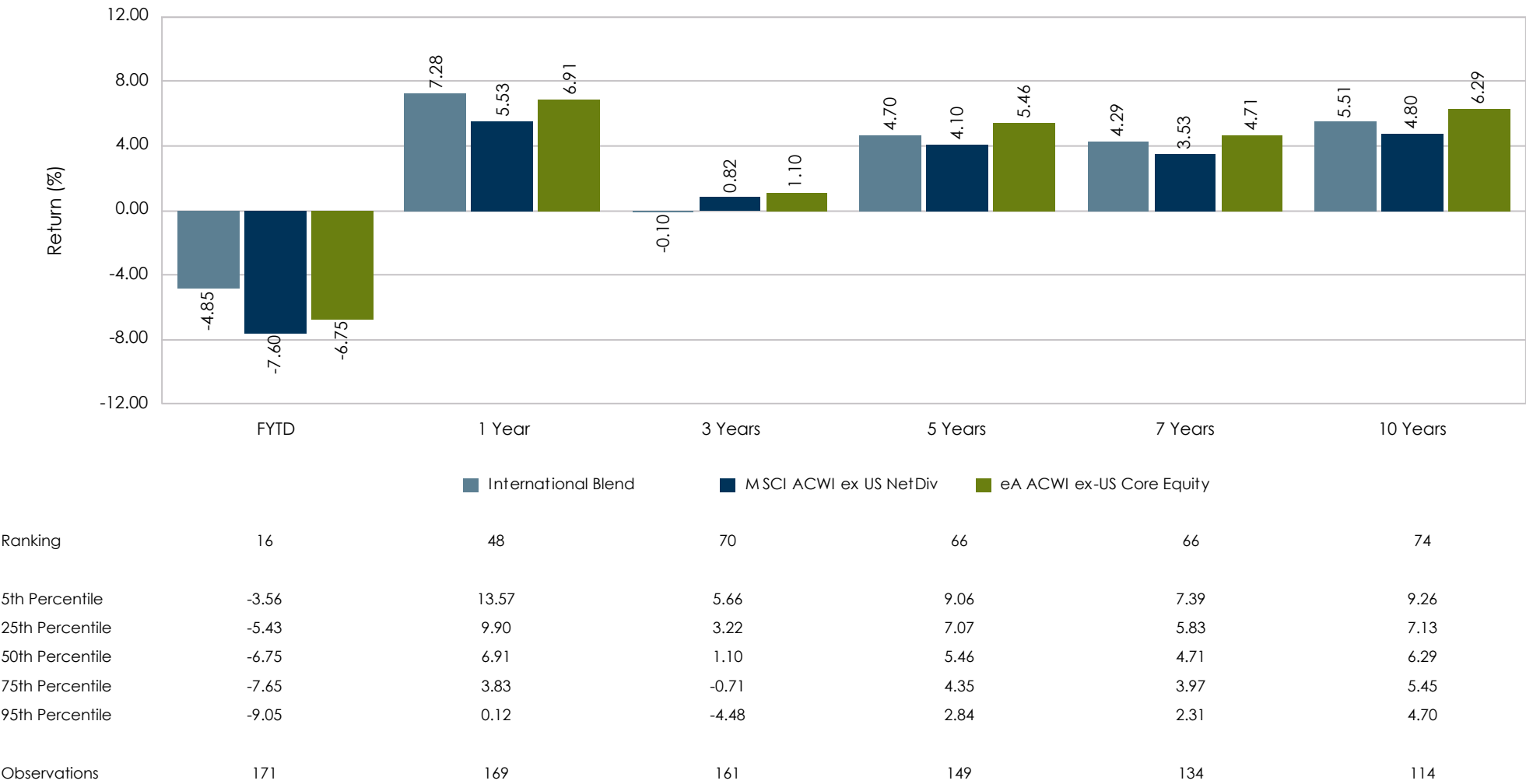


Return Analysis Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Number of Months	234	234
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	136	136
Number of Negative Months	98	98
% of Positive Months	58.12	58.12

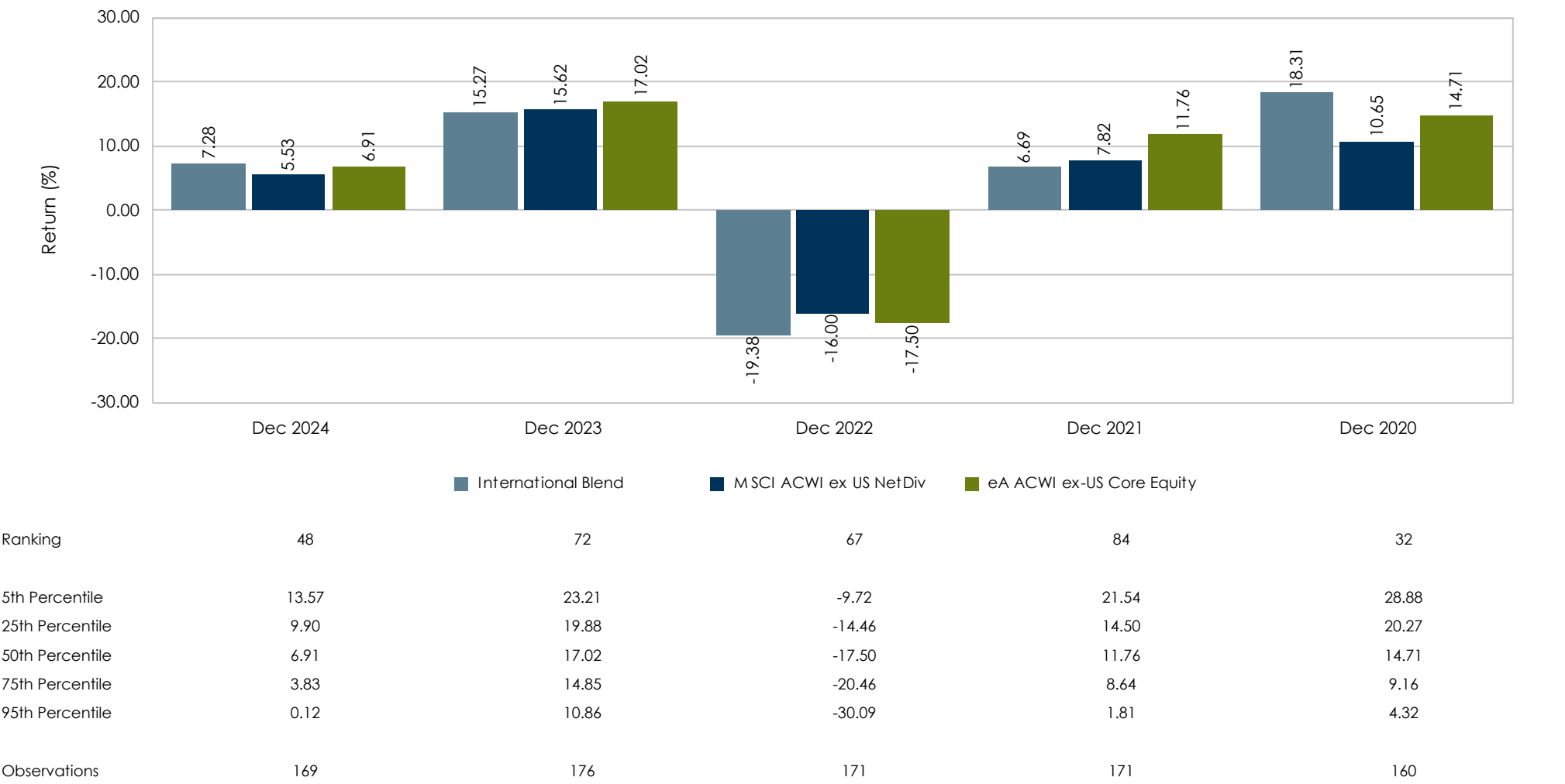
FMIvT International Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT International Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines

International Equity Portfolio

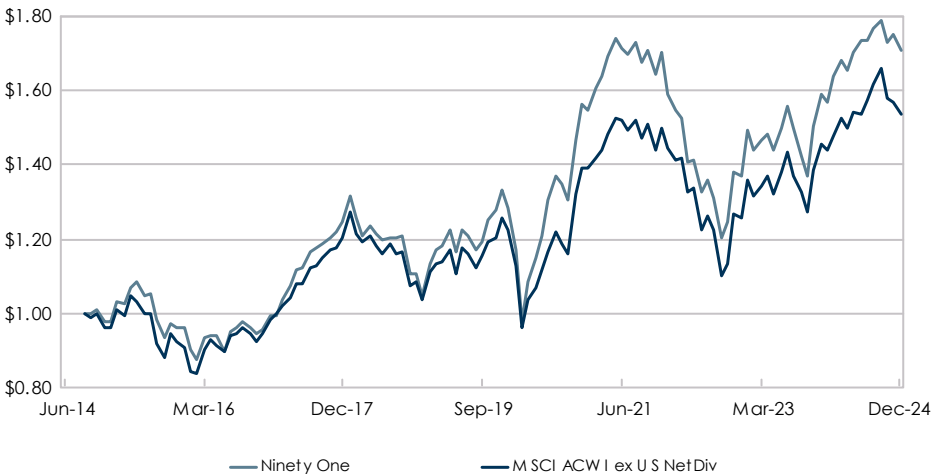
For the Periods Ending December 31, 2024

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Com
Ninety One International Equity Fund	90.00%	80% - 100%	92.51%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	7.49%	Yes	
Allocation	Max. %		Actual Portfolio	Within Guidelines?	Com
A maximum of 10% of the portfolio, valued at market, may be invested in cash.		10.0%	1.54%	Yes	

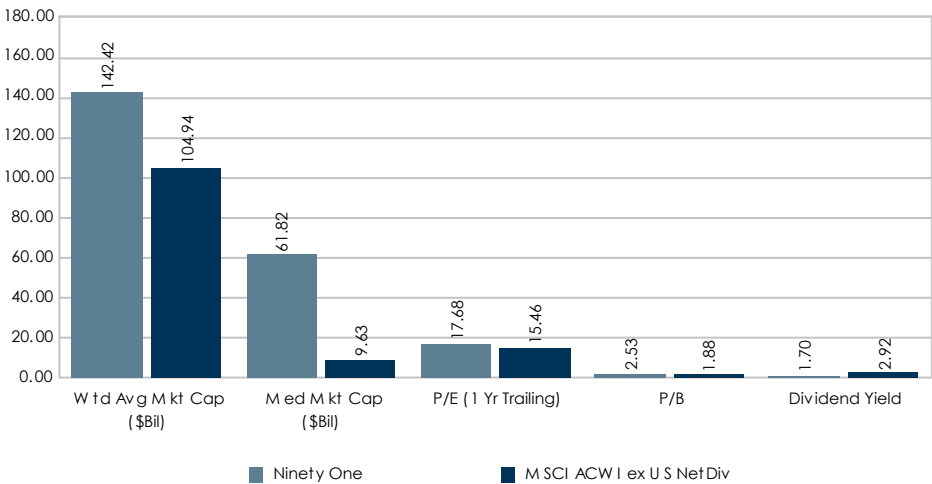
Ninety One International Equity Fund

For the Periods Ending December 31, 2024

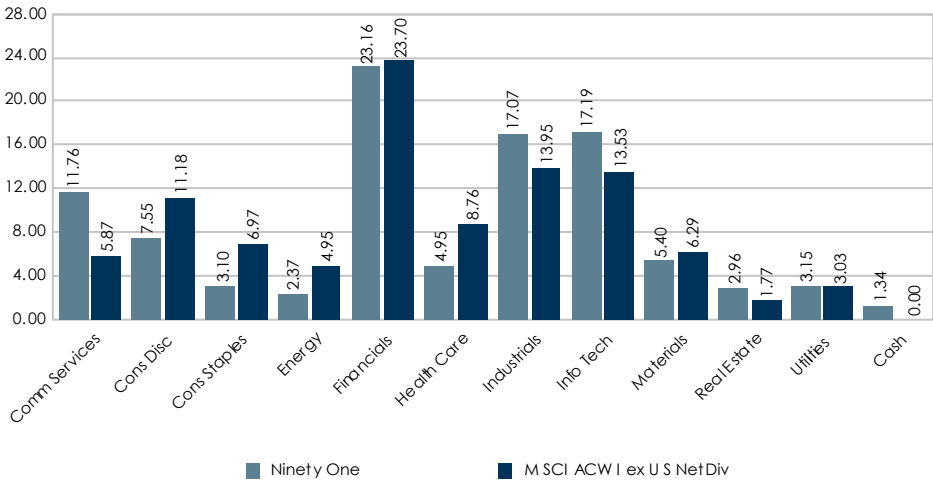
Growth of a Dollar



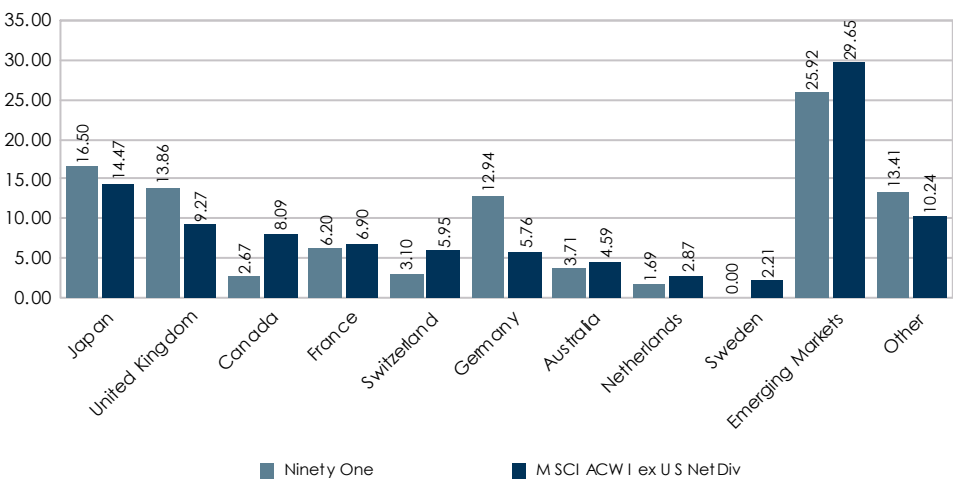
Characteristics



Sector Allocation



Country Allocation

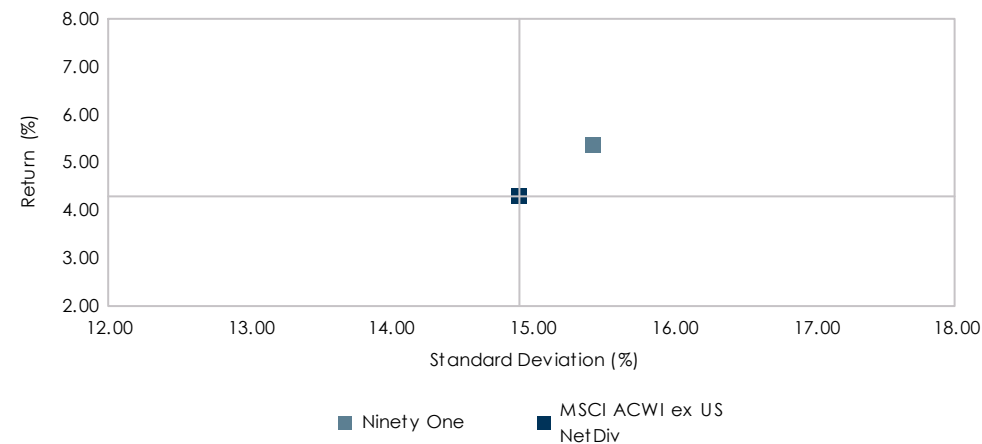


Characteristic and allocation charts represents data of the Investec International Dynamic Equity (Non-Mutual Commingled).

Ninety One International Equity Fund

For the Periods Ending December 31, 2024

Risk / Return Since Oct 2014



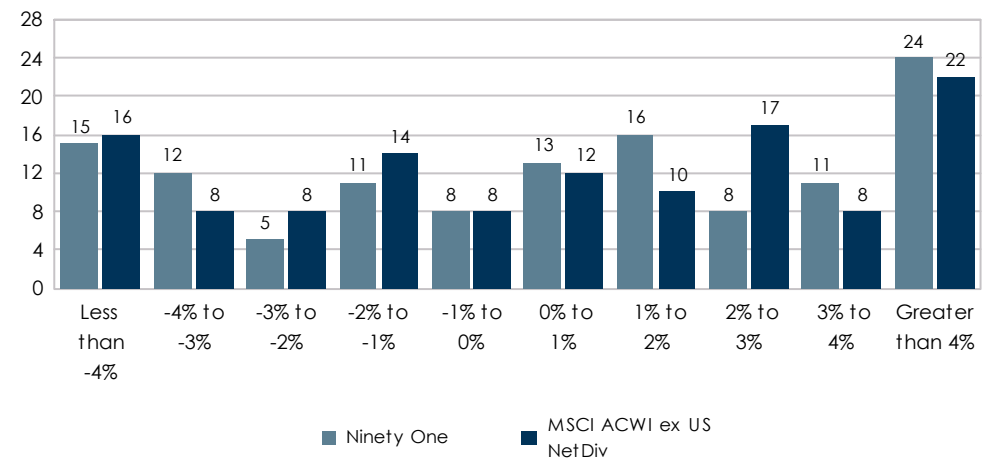
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	5.36	4.28
Standard Deviation (%)	15.43	14.91
Sharpe Ratio	0.24	0.17

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	92.28
Alpha (%)	1.15
Tracking Error (%)	4.29
Batting Average (%)	53.66
Up Capture (%)	101.60
Down Capture (%)	96.70

Return Histogram Since Oct 2014

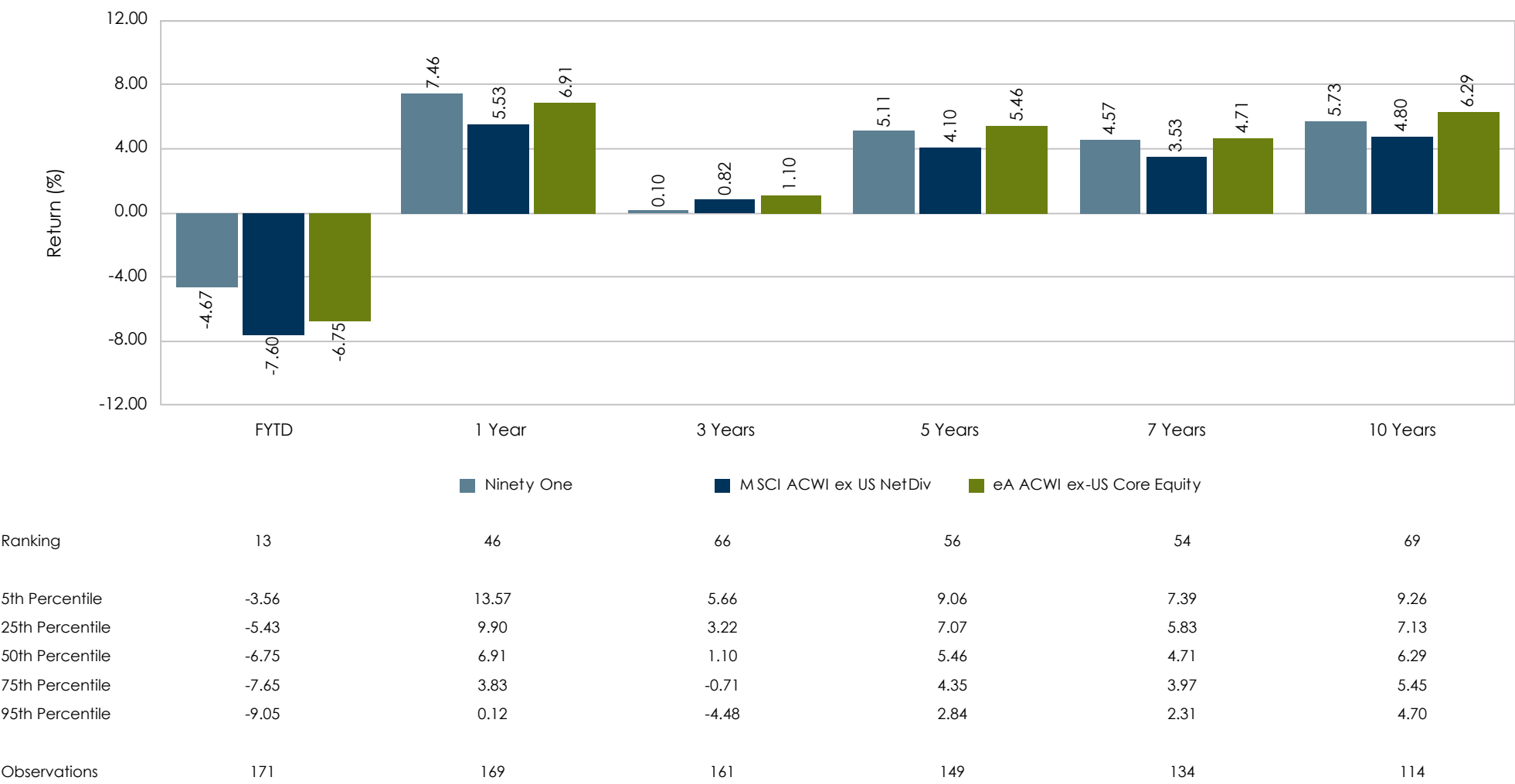


Return Analysis Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	123	123
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	72	69
Number of Negative Months	51	54
% of Positive Months	58.54	56.10

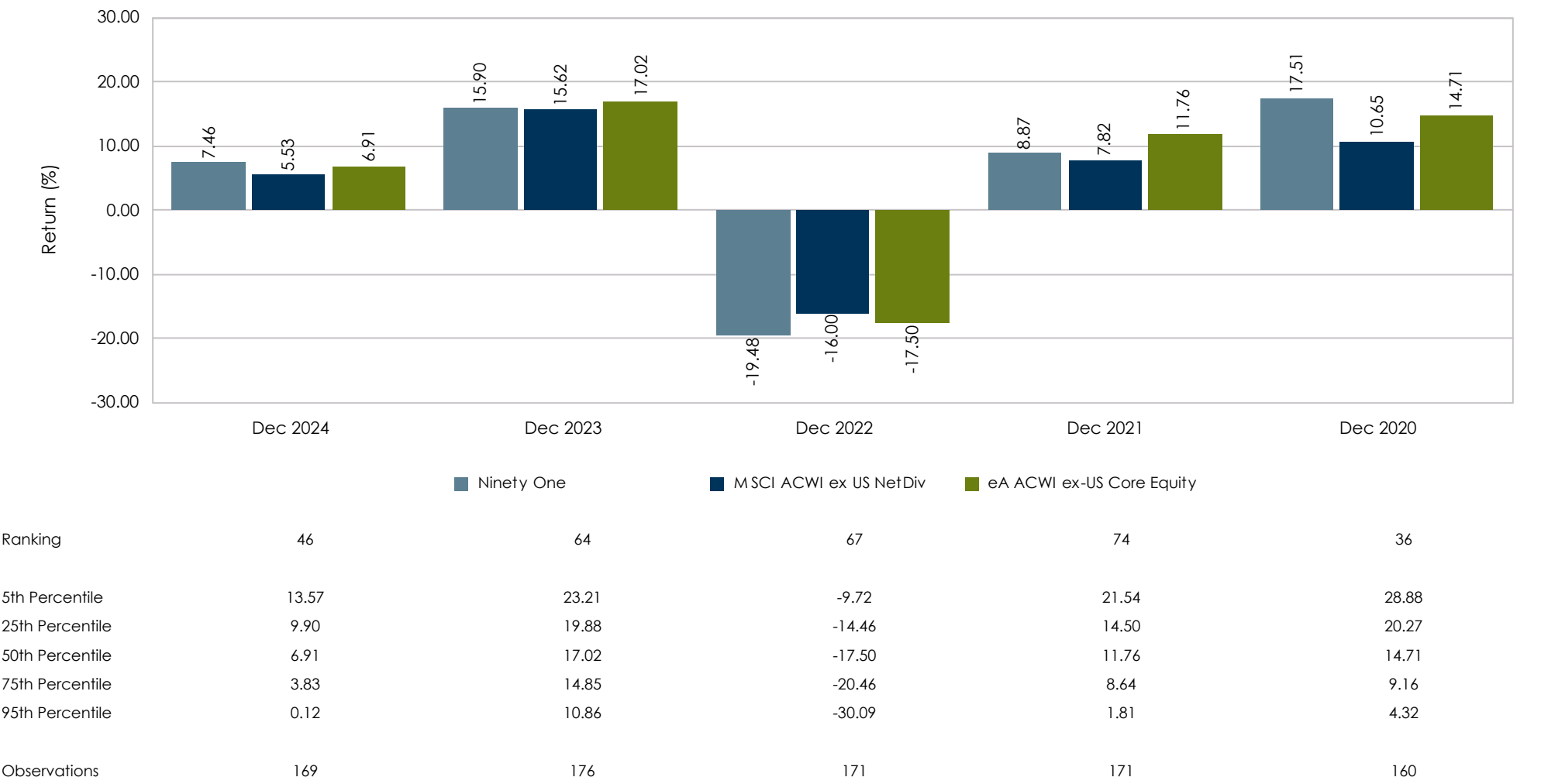
Ninety One International Equity Fund

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Ninety One International Equity Fund
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024

Account Description

Strategy

Emerging Markets Equity

Vehicle

Non-Mutual Commingled

Benchmark

MSCI EM NetDiv

Performance Inception Date

November 2017

Characteristics

	Allspring	MSCI EM NetDiv
Wtd Avg Mkt Cap (\$bil)	192.39	162.95
Med Mkt Cap (\$bil)	10.28	7.45
P/E (1 Yr Trailing)	17.31	15.43
P/B	1.89	1.80
Dividend Yield	2.65	2.64

Sector Allocation

	Allspring	MSCI EM NetDiv
Comm Services	16.96	9.42
Cons Disc	11.83	13.12
Cons Staples	13.30	4.79
Energy	5.09	4.56
Financials	13.11	23.73
Health Care	0.82	3.45
Industrials	4.86	6.59
Info Tech	23.59	24.25
Materials	2.79	5.71
Real Estate	0.68	1.65
Utilities	0.00	2.72
Cash	3.95	0.00
Other	3.02	0.00

Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	18,312	16,212
Net Additions	-2	-6
Return on Investment	-1,295	810
Ending Market Value	17,016	17,016

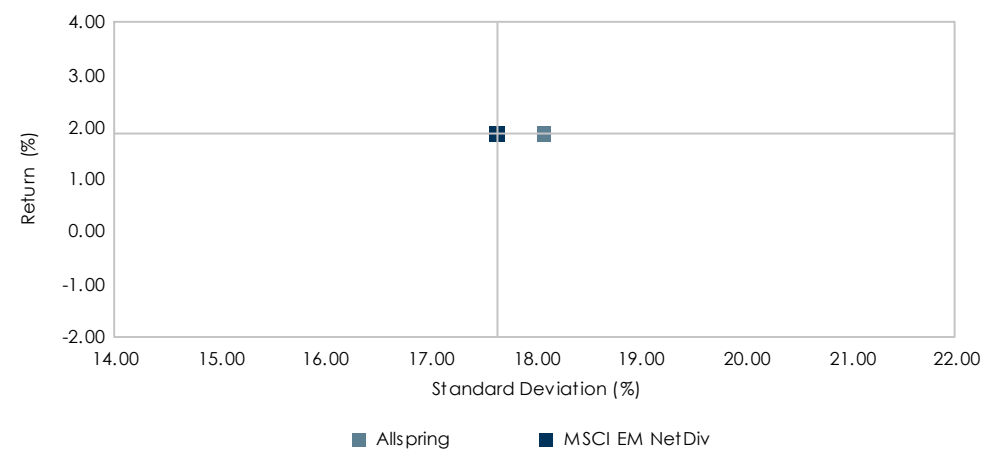
Country Allocation

	Allspring	MSCI EM NetDiv
China	25.48	27.79
Taiwan	16.08	19.72
India	13.00	19.43
South Korea	12.41	9.02
Saudi Arabia	0.00	4.16
Brazil	4.65	4.07
South Africa	3.05	2.93
Mexico	4.26	1.76
Malaysia	0.00	1.54
Indonesia	4.98	1.48
Other	15.89	8.10

Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024

Risk / Return Since Nov 2017



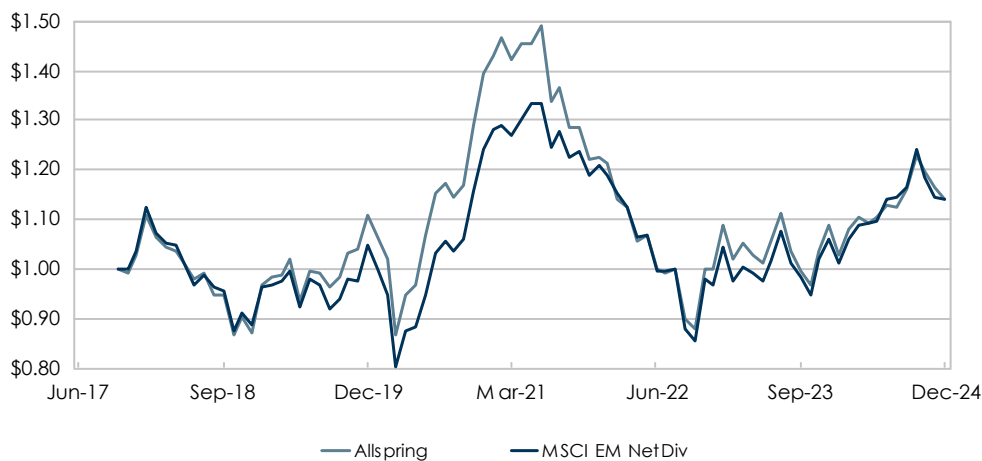
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	1.87	1.87
Standard Deviation (%)	18.09	17.65
Sharpe Ratio	-0.02	-0.02

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	94.84
Alpha (%)	0.08
Tracking Error (%)	4.11
Batting Average (%)	52.33
Up Capture (%)	101.58
Down Capture (%)	101.08

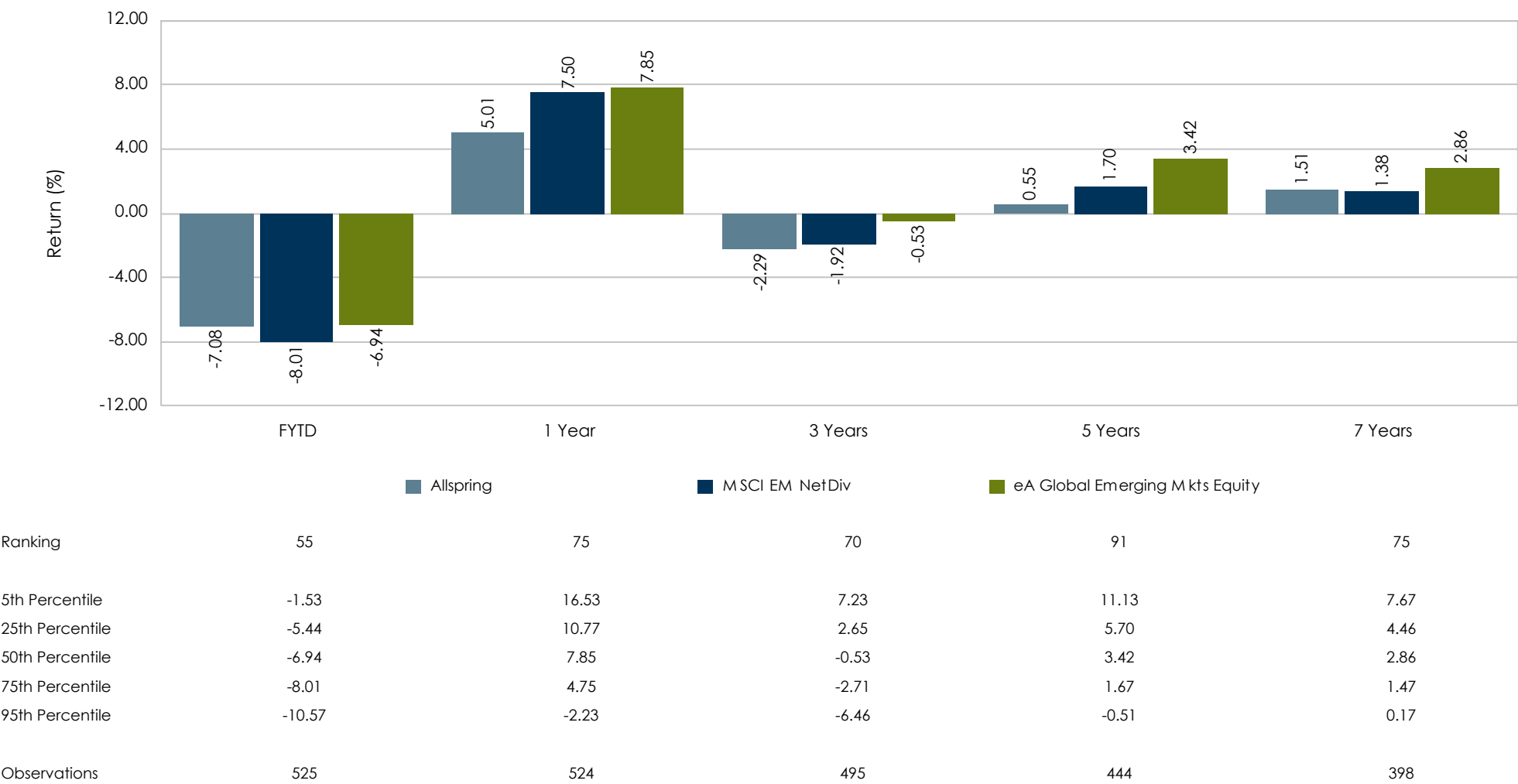
Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

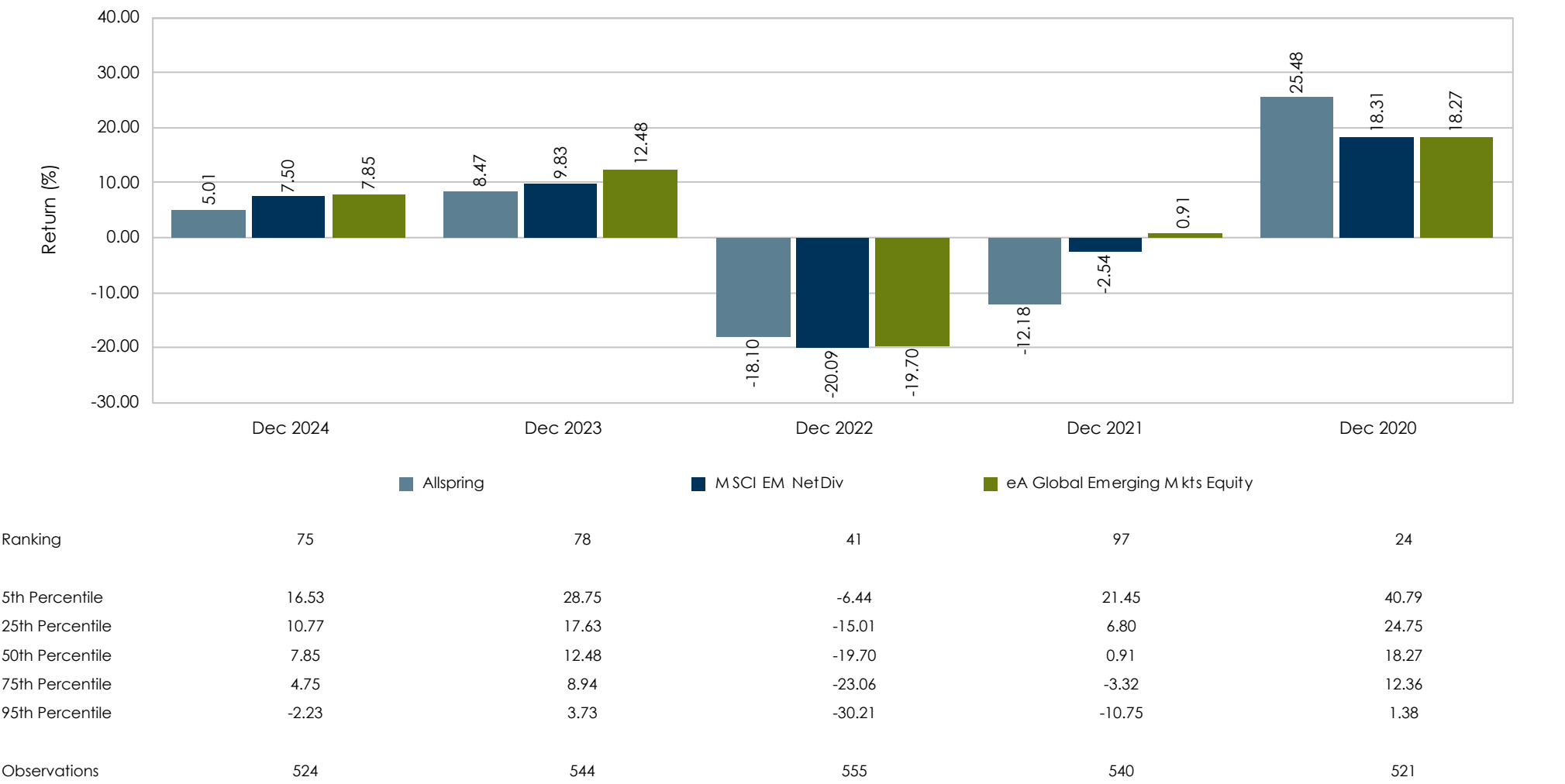
	Allspring	MSCI EM NetDiv
Number of Months	86	86
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	44	46
Number of Negative Months	42	40
% of Positive Months	51.16	53.49

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Allspring EM Large/Mid Cap Eq
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Portfolio Description	Portfolio Information
<ul style="list-style-type: none">■ Strategy Core Real Estate■ Manager Morgan Stanley Real Estate Advisor, Inc.■ Vehicle Non-Mutual Commingled■ Benchmark NFI ODCE Net Index■ Performance Inception Date April 2018■ Fees Manager Fees - 124 bps; Admin Fees - 14.5 bps■ Total Expenses Approximately 141 bps	<ul style="list-style-type: none">■ Minimum initial investment \$50,000■ Minimum subsequent investments \$5,000■ Minimum redemption \$5,000 or Member's entire remaining account balance if the Member's balance falls below \$50,000■ The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.■ The Portfolio is valued on the last business day of the calendar quarter.■ The Administrator must have written notification five business days prior to the valuation of the Portfolio of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">■ Invests in real estate properties diversified by type and location.■ Outperform the NFI ODCE Net index on an annual basis.			
		FYTD	1 Year
	Beginning Market Value	162,937	171,333
	Net Additions	-3,429	-11,144
	Return on Investment	1,187	507
	Ending Market Value	160,695	160,695

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Account Description

- **Strategy** Core Real Estate
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net
- **Performance Inception Date** April 2018

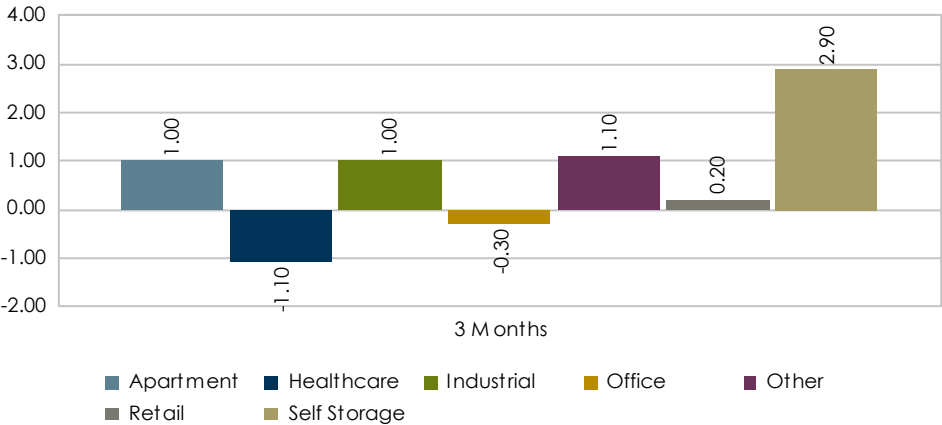
Fund Information

■ Gross Market Value	\$40,644,000,000
■ Net Market Value	\$30,253,000,000
■ Cash Balance of Fund	\$60,506,000
■ # of Properties	517
■ # of Participants	472

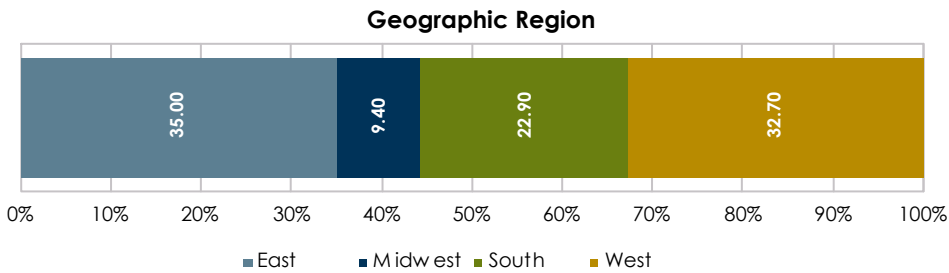
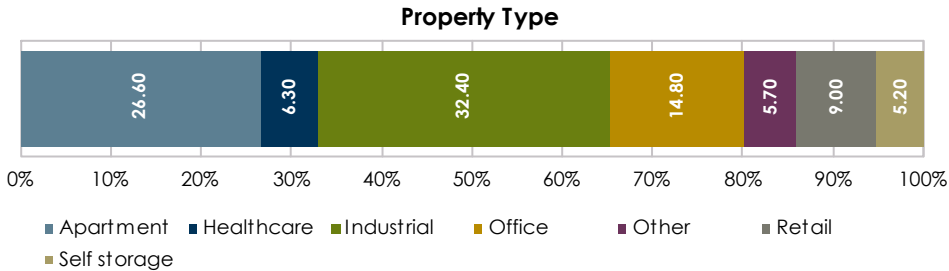
Performance Goals

- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)



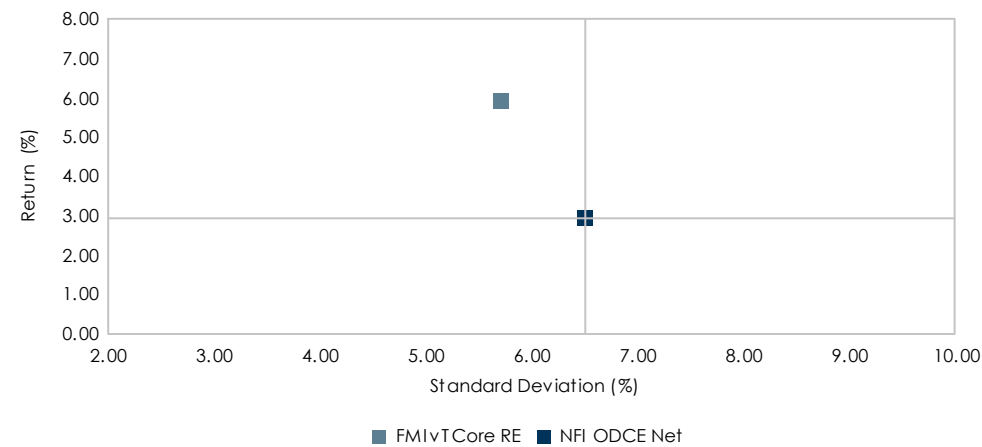
Allocations



FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2018



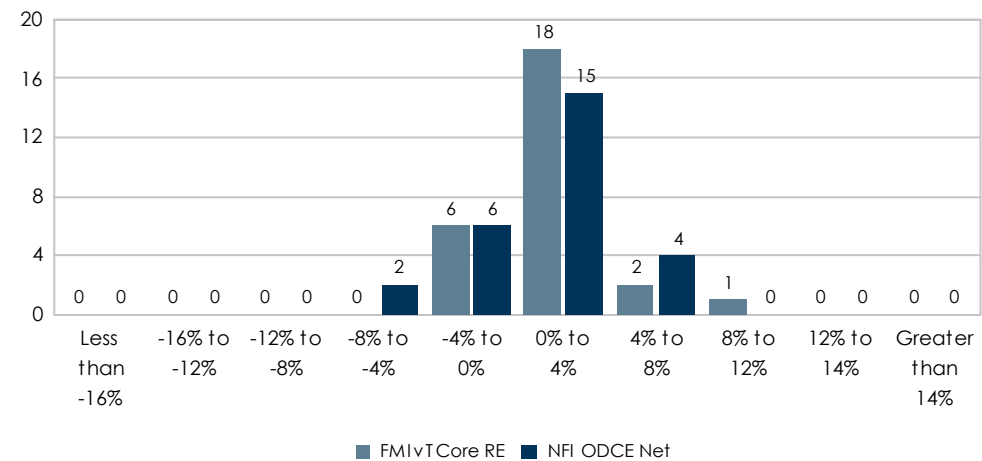
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.91	2.90
Standard Deviation (%)	5.72	6.51
Sharpe Ratio	0.62	0.08

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	91.87
Alpha (%)	0.84
Tracking Error (%)	1.93
Batting Average (%)	81.48
Up Capture (%)	116.07
Down Capture (%)	47.81

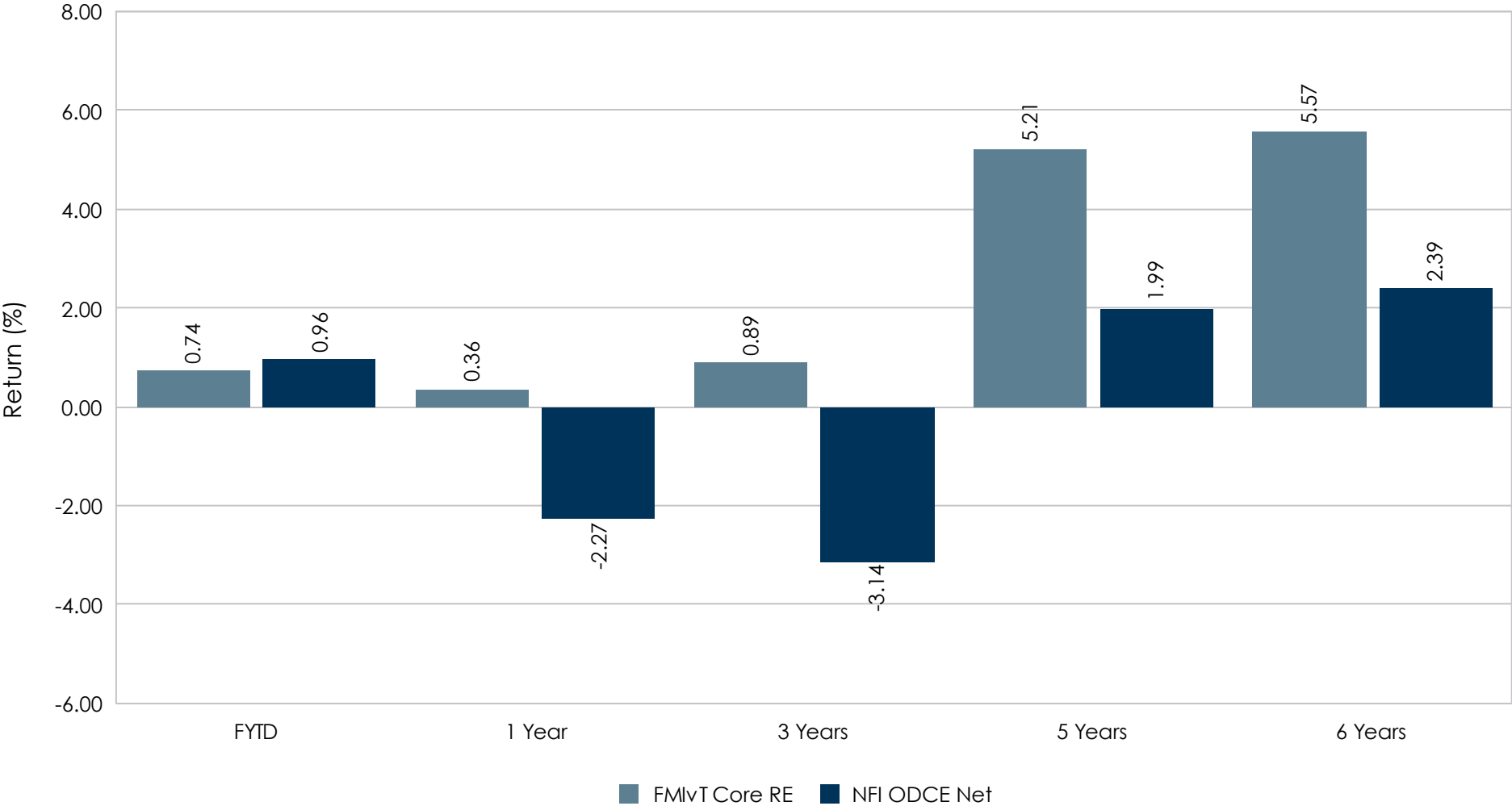
Return Histogram Since Apr 2018



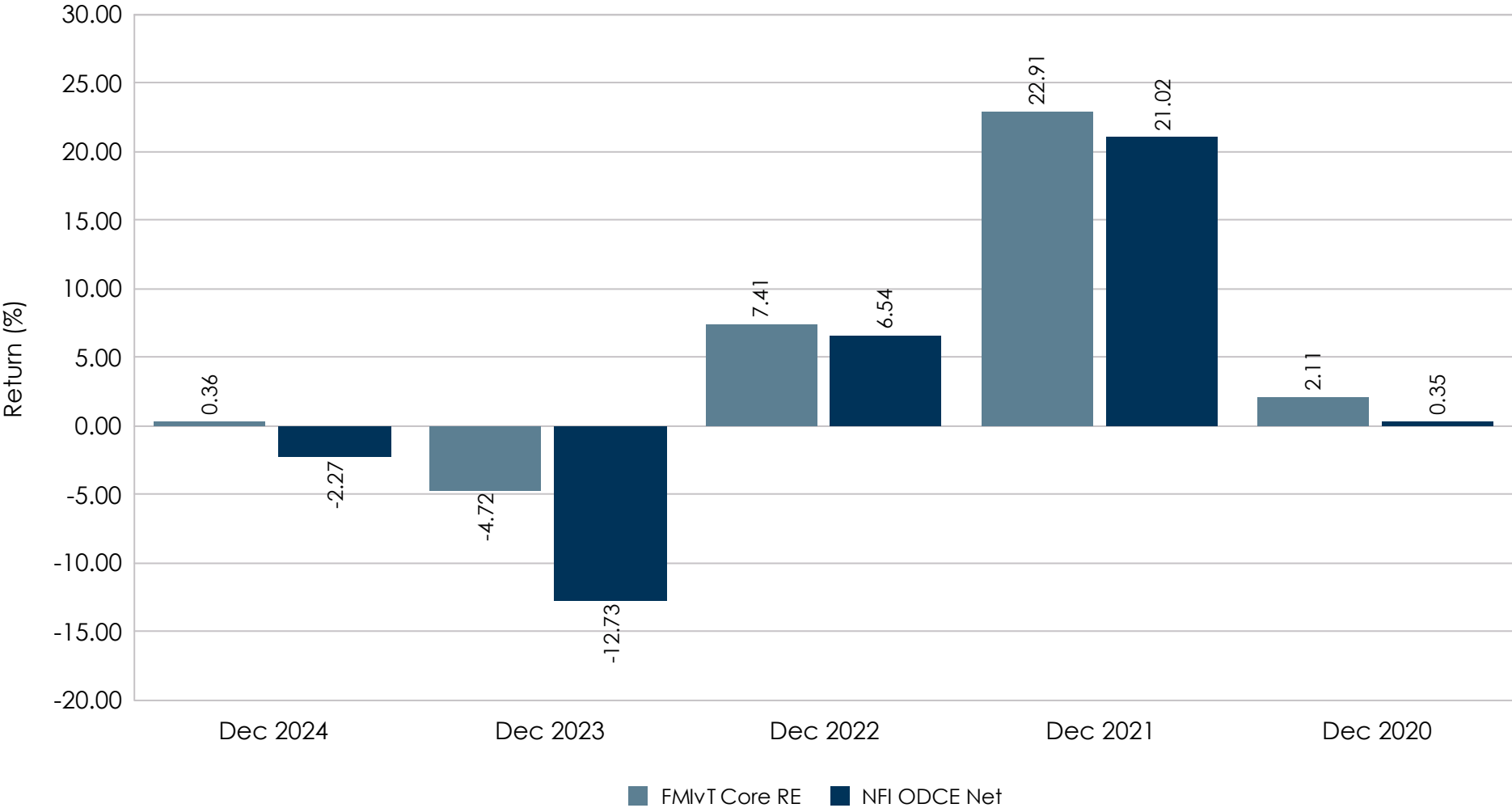
Return Analysis Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Number of Quarters	27	27
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	21	19
Number of Negative Quarters	6	8
% of Positive Quarters	77.78	70.37

FMIvT Core Real Estate Portfolio
For the Periods Ending December 31, 2024



FMIvT Core Real Estate Portfolio
For the One Year Periods Ending December



Plan Information for Quarter Ending

December 31, 2024



Wauchula OPEB

Beginning Balance	\$697,273.20	Cash	\$6,140.00	0.9%
Contributions	\$42,312.62	Broad Market HQ Bond Fund	\$131,669.01	19.3%
Earnings	(\$15,327.93)	Core Plus Fixed Income	\$136,444.57	20.0%
Distributions	\$0.00	Diversified Large Cap	\$154,864.58	22.7%
Expenses	(\$42,035.05)	Diversified Small to Mid Cap	\$73,680.07	10.8%
Other	\$0.00	International Equity	\$116,660.11	17.1%
Ending Balance	<u>\$682,222.84</u>	Core Real Estate	\$62,764.50	9.2%

301 S. Bronough Street
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Tallahassee, FL 32302
(800) 342 - 8112

Wauchula OPEB

Plan Account Statement for 10/01/2024 to 12/31/2024

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
\$697,273.20	\$42,312.62	(\$15,327.93)	\$0.00	(\$42,035.05)	\$0.00	\$682,222.84

Transaction Detail

Contributions

Contribution Detail							Rollover Detail				
<u>Date</u>	<u>Payroll Ending</u>	<u>Employer</u>	<u>EE Pre-Tax</u>	<u>EE After- Tax</u>	<u>State Excise</u>	<u>Subtotal</u>	<u>Date</u>	<u>Participant</u>	<u>EE Pre- Tax Rollover</u>	<u>EE After Tax Rollover</u>	<u>Total</u>
10/02/2024	10/02/2024	\$4,865.94	\$0.00	\$0.00	\$0.00	\$4,865.94	Total				
10/15/2024	10/21/2024	\$5,651.26	\$0.00	\$0.00	\$0.00	\$5,651.26					
10/30/2024	10/30/2024	\$7,447.51	\$0.00	\$0.00	\$0.00	\$7,447.51					
11/08/2024	11/08/2024	\$53.34	\$0.00	\$0.00	\$0.00	\$53.34					
11/13/2024	11/13/2024	\$5,477.64	\$0.00	\$0.00	\$0.00	\$5,477.64					
11/26/2024	11/26/2024	\$47.43	\$0.00	\$0.00	\$0.00	\$47.43					
11/26/2024	11/15/2024	\$1,795.01	\$0.00	\$0.00	\$0.00	\$1,795.01					
11/26/2024	11/22/2024	\$5,739.45	\$0.00	\$0.00	\$0.00	\$5,739.45					
12/09/2024	12/09/2024	\$5,515.27	\$0.00	\$0.00	\$0.00	\$5,515.27					
12/30/2024	12/30/2024	\$5,719.77	\$0.00	\$0.00	\$0.00	\$5,719.77					
Total						\$42,312.62					

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
10/01/2024	R-2024-Qttrly4-065	VENDOR: FMPTF/ DETAIL: 09/30/2024 Quarterly Fees	(\$174.32)
10/01/2024	R2025-ANNL-061	VENDOR: FMPTF/ DETAIL: 2023-2024 Annual Administration Fee (500)	(\$500.00)
10/31/2024	R-2025-10-00048	VENDOR: City of Wauchula/ DETAIL: October Health Reimbursement	(\$13,753.20)
10/31/2024	R-2025-10-00049	VENDOR: City of Wauchula/ DETAIL: November Health Reimbursement	(\$13,854.33)
12/20/2024	R-2025-12-00112	VENDOR: City of Wauchula/ DETAIL: December Health Reimbursement	(\$13,753.20)
Total			(\$42,035.05)

Other

Date	Description	Amount
Total		\$0.00

Earnings / (Losses)

Date	Amount
10/31/2024	(\$13,520.35)
11/30/2024	\$16,228.27
12/31/2024	(\$18,035.85)
Total	(\$15,327.93)

Distributions

Lump Sum Detail				Recurring Payment Detail		
Date	Participant	Type	Amount	Date	Participant	Amount
Total				Total		

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Tallahassee, FL 32302
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Wauchula OPEB



Plan Account Statement for 10/01/2024 to 12/31/2024

Total

\$0.00

Florida Municipal Pension Trust Fund – OPEB 50% Equity Allocation
Executive Summary
As of December 31, 2024

OPEB 50% Equity Allocation

- The FOMC reduced the Federal Funds target rate by 50 bps to 4.25% - 4.75% in the fourth quarter, as expected. However the committee's economic projections signaled a hawkish bias towards only two rate cuts in 2025. Equity markets were lower in December as markets reacted to the hawkish Fed projections. Small cap stocks lagged as the risk from higher than expected rates offset the prior month's optimism over potential benefits from election results. The US Treasury curve steepened in December with longer-term bond rates rising as markets came around to the view that rates are likely to remain well above pre-pandemic levels in 2025. Real estate returns were positive in the 4th quarter for the first time since 3rd quarter of 2022. All sectors but Offices produced positive returns in the quarter. The 50% Equity Allocation slightly trailed the Target Index in the third quarter, down 2.2% versus down 1.9% for the index.
- Despite the lower allocation to equity, the 50% Equity Allocation has managed to earn an 7.7% return over the past year and matched the performance of the Target Index over the past 3 years (both up 1.3%).
- Over the past 10 years, this allocation is up 5.8% on average annually. While this performance is modestly behind objectives, the risk controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund continued to perform in line with the Bloomberg US Aggregate A+ Index in the fourth quarter (down both down 3.1%). The Fund has continued to benefit from its exposure to the ABS sector and security selection within the MBS sector. The past 5 years, the Fund has achieved nearly 30 basis points of excess return on average annually relative to the benchmark.
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund provided downside protection in the fourth quarter relative to the Bloomberg Multiverse, down 2.7% vs. down 5.0%. The fund benefited from continuing to hold an overweight to ABS and CMBS, and the lower relative quality of its holdings. Strong security selection within the Industrials, Financials and agency MBS sectors continues to move the Fund forward. The fund has outpaced the benchmark by over 580 basis points over the past year.
- In the 10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 1.4% on average annually, ahead of the benchmark (up 0.4%).

FMIvT Diversified Large Cap Equity Portfolio

- The fund is allocated 60% to the SSgA S&P 500 Fund, and 20% each to the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund. This fund provides investors with exposure to core, value, and growth opportunities within the US large cap equity marketplace. The SSgA S&P 500 Fund replaced Intech in the fourth quarter 2023.
- U.S. equities continued to produce strong results in the fourth quarter with solid earnings and momentum continuing to drive US large cap returns, but volatility has increased as investors are increasingly wary of the elevated valuations for the large cap tech names that have propelled the rally. The underweight to the information technology and consumer discretionary sectors, and thus, being underweight to the Magnificent 7, continues to be biggest driver in the recent underperformance for the Diversified Large Cap Equity Portfolio.
- Despite the near term difficulties, the Diversified Large Cap Equity portfolio has achieved a 12.2% on average annually over the past 5 years.

Florida Municipal Pension Trust Fund – OPEB 50% Equity Allocation
Executive Summary
As of December 31, 2024

FMIvT Diversified Small to Mid Cap Equity Fund

- SMID cap stocks lagged as the risk from higher than expected rates offset the optimism over potential benefits from election results. SMID cap earnings growth has been roughly flat over the last 3 years, and the Fund needs to see the high quality companies held deliver on earnings growth. Despite underperforming in the fourth quarter, the Fund has outpaced the benchmark by 390 basis points over the past 3 years.
- This strategy has generated very strong results over the past 10 years, rising 12.3% on average annually compared with 8.9% for the benchmark. Furthermore, the fund ranked in the top 4th percentile of its peer group, with a more modest risk profile and very strong risk-adjusted returns.

FMIvT International Equity Portfolio

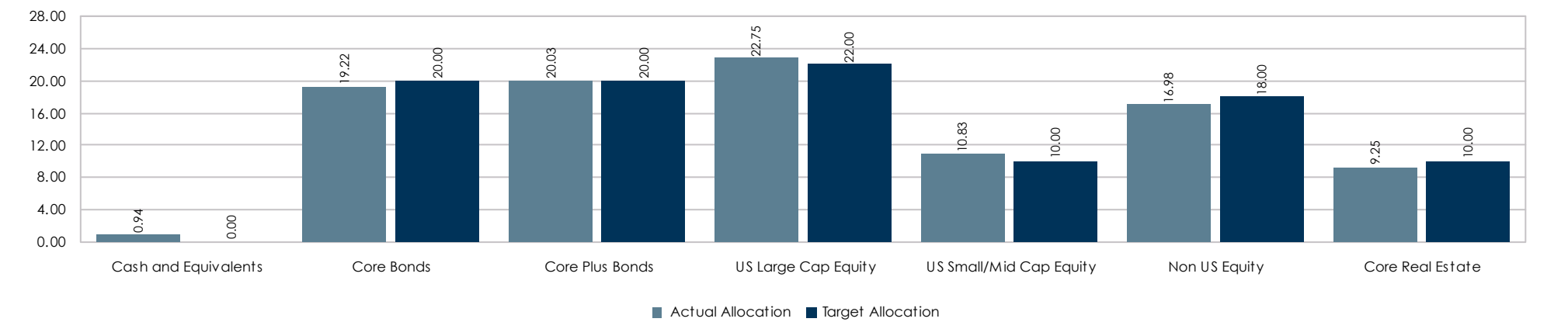
- The FMIvT International Equity Portfolio's momentum continued to slow in the 4th quarter with the fund falling 5.0% vs. down 7.6% for the MSCI ACWI ex US – Net benchmark. Stock picking in industrials and financials drove performance the most in the 4th quarter. The fund has outperformed the benchmark over the past year (up 6.6% vs. up 5.5%).
- While lagging on a 3 year basis, the portfolio has nearly matched the benchmark over the past 5 years (up 4.0% vs. up 4.1%).
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

FMIvT Core Real Estate Portfolio

- In early 2023, a \$50 million redemption was submitted in order to rebalance the portfolio with the proceeds scheduled to be paid out over several quarters. This will reduce the total commitment to \$100 million once all the proceeds are received.
- While falling just 1.0% over the trailing one year, the FMIvT Core Real Estate portfolio significantly outperformed the benchmark (down 2.3%) with the large allocation to industrial and apartment properties providing the biggest boost. The office sector has continued to drag on performance with corporate work from home policies increasing vacancies.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 3 years and has achieved over 180 basis points of excess return over the benchmark over the past 5 years.

Total Portfolio

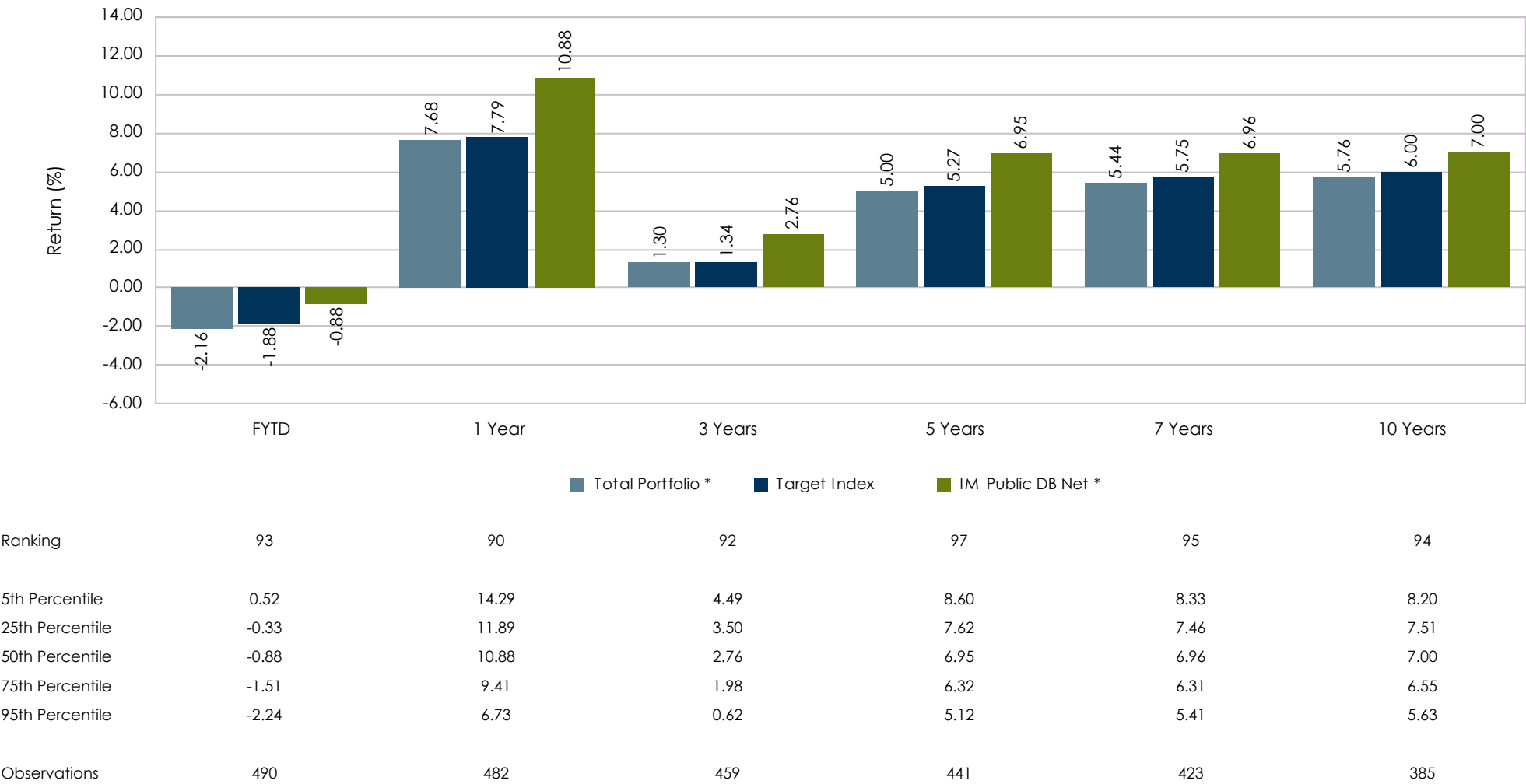
For the Period Ending December 31, 2024



	Market Value (\$000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	30,791	100.00	100.00	
Cash and Equivalents	289	0.94	0.00	0.94
Fixed Income	12,086	39.25	40.00	-0.75
Core Bonds	5,920	19.22	20.00	-0.78
Core Plus Bonds	6,166	20.03	20.00	0.03
Equity	15,569	50.56	50.00	0.56
US Equity	10,340	33.58	32.00	1.58
US Large Cap Equity	7,004	22.75	22.00	0.75
US Small/Mid Cap Equity	3,336	10.83	10.00	0.83
Non US Equity	5,229	16.98	18.00	-1.02
Core Real Estate	2,848	9.25	10.00	-0.75

Total Portfolio

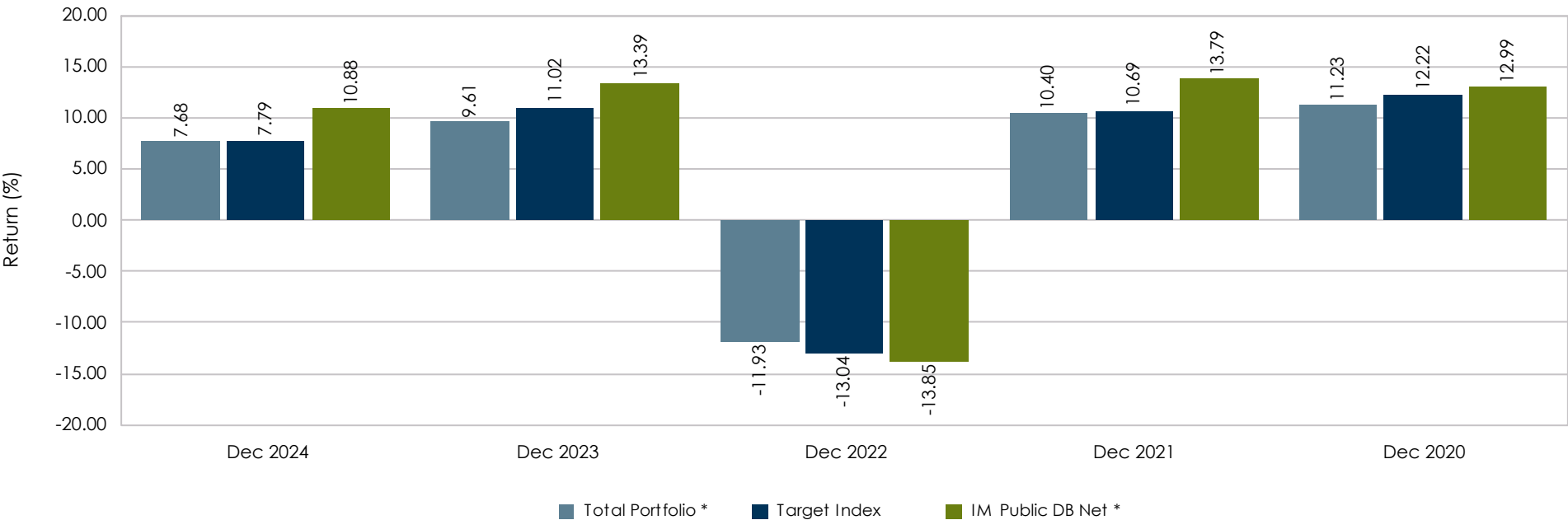
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Total Portfolio

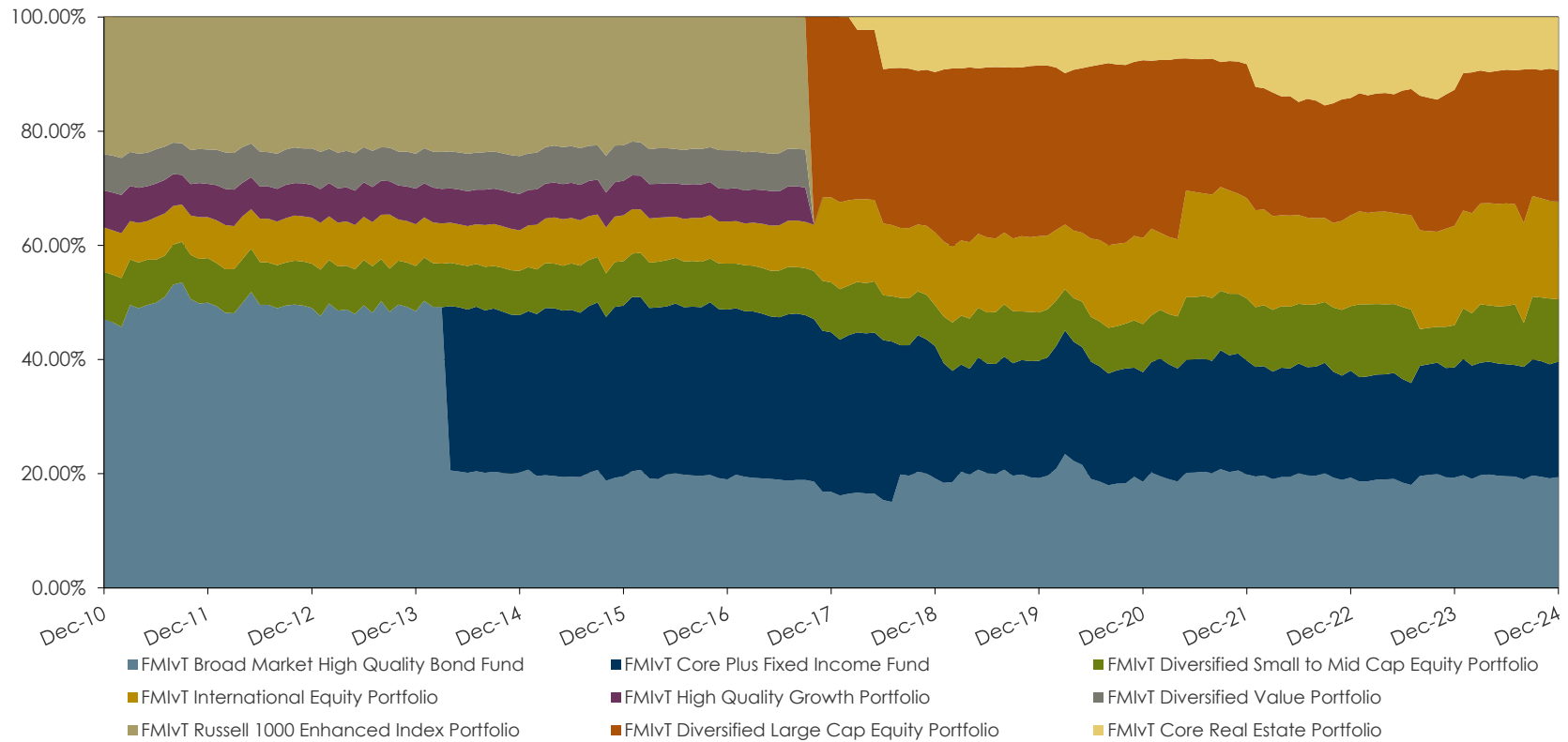
For the One Year Periods Ending December



Ranking	90	92	26	93	73
5th Percentile	14.29	18.06	-8.04	17.83	17.91
25th Percentile	11.89	15.05	-11.91	15.29	15.26
50th Percentile	10.88	13.39	-13.85	13.79	12.99
75th Percentile	9.41	11.61	-15.41	12.19	11.04
95th Percentile	6.73	8.45	-17.47	9.56	7.49
Observations	482	547	539	559	596

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Total Portfolio Historical Manager Allocation



May 2009: Initial allocation to Broad Market HQ Bond, HQ Growth Equity, Large Cap Value, Russell 1000, Small Cap, and International.

April 2014: Added Core Plus Fixed Income.

October 2017: FMIVT Diversified Large Cap Equity Portfolio was created, which combines the large cap core, value, and growth portfolios.

March 2018: Added Core Real Estate Portfolio.

Performance vs. Objectives

For the Periods Ending December 31, 2024

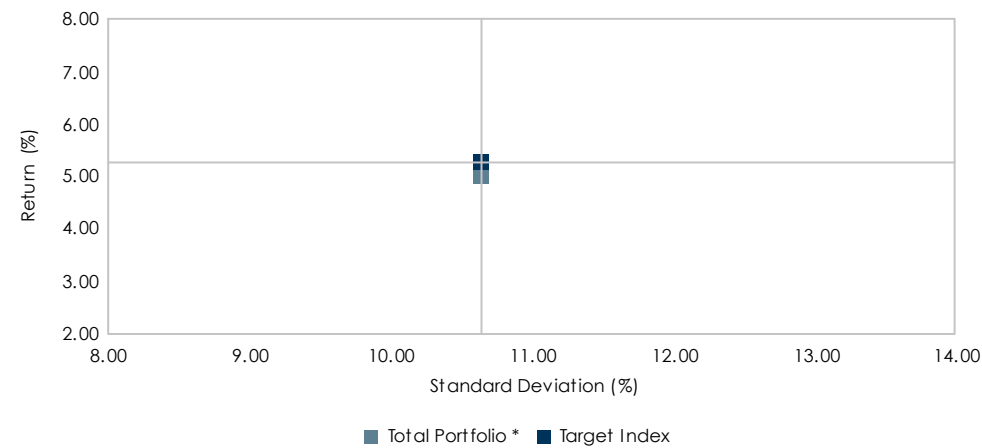
	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
■ The Total Portfolio's annualized total return should exceed the total return of the Target Index.	5.27		5.00 *		No	6.00		5.76 *		No
■ The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe.	6.95 *	50th	5.00 *	97th	No	7.00 *	50th	5.76 *	94th	No

Performance and Statistics are calculated using monthly return data. * Indicates net of fee data.
Target Index: Effective April 2021, the index consists of 40.00% Bloomberg US Aggregate, 22.00% S&P 500, 10.00% Russell 2500, 18.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
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Total Portfolio

For the Periods Ending December 31, 2024

5 Year Risk / Return



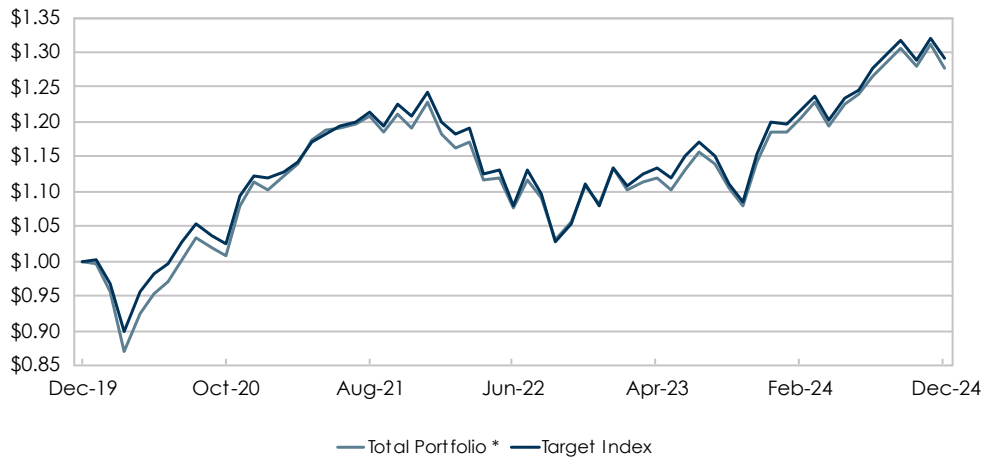
5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.00	5.27
Standard Deviation (%)	10.64	10.64
Sharpe Ratio	0.24	0.26

Benchmark Relative Statistics

Beta	0.99
Up Capture (%)	98.70
Down Capture (%)	100.33

5 Year Growth of a Dollar



5 Year Return Analysis

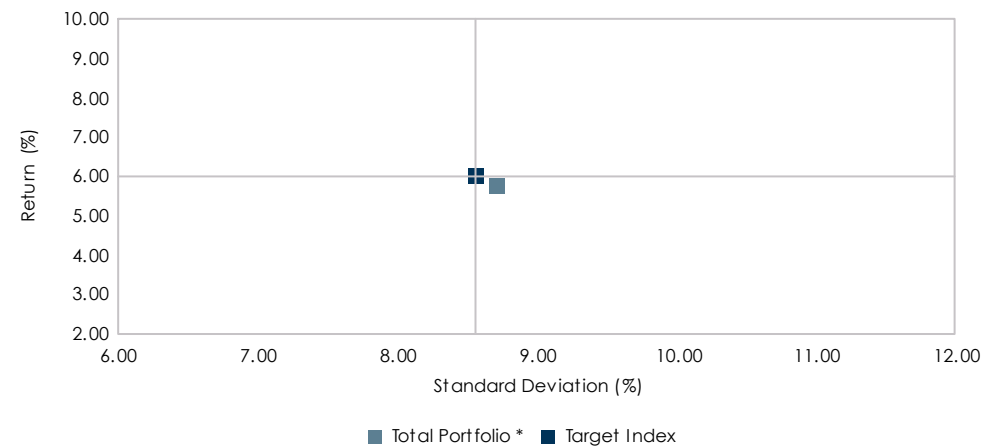
	Total Portfolio *	Target Index
Number of Months	60	60
Highest Monthly Return (%)	6.93	6.62
Lowest Monthly Return (%)	-9.03	-7.36
Number of Positive Months	37	37
Number of Negative Months	23	23
% of Positive Months	61.67	61.67

* Performance is calculated using net of fee returns.
Statistics are calculated using monthly return data.
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Total Portfolio

For the Periods Ending December 31, 2024

10 Year Risk / Return



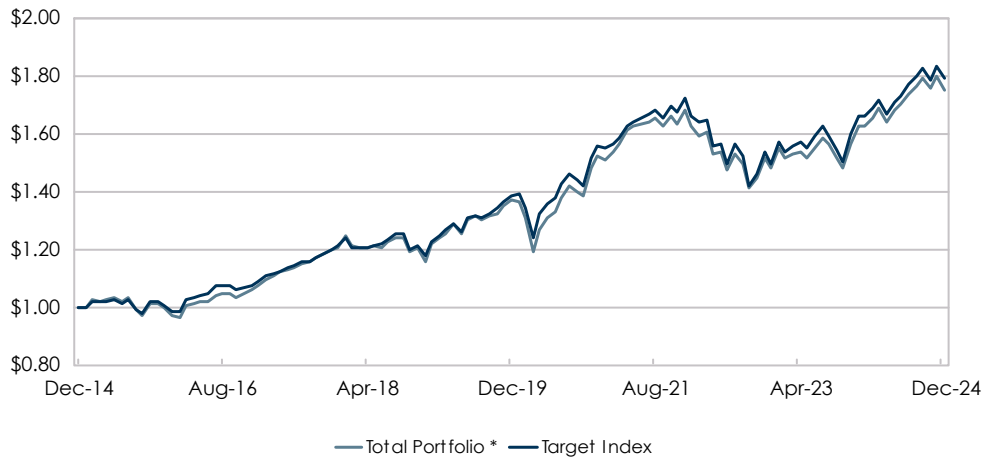
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.76	6.00
Standard Deviation (%)	8.71	8.56
Sharpe Ratio	0.46	0.50

Benchmark Relative Statistics

Beta	1.00
Up Capture (%)	100.70
Down Capture (%)	103.18

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	6.93	6.62
Lowest Monthly Return (%)	-9.03	-7.36
Number of Positive Months	80	83
Number of Negative Months	40	37
% of Positive Months	66.67	69.17

* Performance is calculated using net of fee returns.
Statistics are calculated using monthly return data.
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Rates of Return Summary

For the Periods Ending December 31, 2024

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Total Portfolio * ¹	30,791	100.00	-2.16	7.68	1.30	5.00	5.44	5.76
Target Index ²			-1.88	7.79	1.34	5.27	5.75	6.00
Cash and Equivalents	289	0.94						
FMPTF Operating	199	0.65						
FMPTF Capital City *	90	0.29	3.88	9.11	--	--	--	--
US T-Bills 90 Day			1.17	5.25	3.89	2.46	2.35	1.77
Fixed Income	12,086	39.25						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	5,920	19.22	-3.10	1.35	-1.95	-0.20	0.88	0.98
Bloomberg US Aggregate A+			-3.10	1.04	-2.46	-0.48	0.77	1.12
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * ³	6,166	20.03	-2.70	4.47	-0.47	0.24	0.80	1.42
Bloomberg Multiverse			-4.96	-1.34	-4.22	-1.77	-0.48	0.35
Equity	15,569	50.56						
US Equity	10,340	33.58						
US Large Cap Equity * ⁴	7,004	22.75	0.59	18.57	5.83	12.23	11.98	11.41
S&P 500			2.41	25.02	8.94	14.53	13.83	13.10
FMIvT Diversified Large Cap Equity Portfolio *	7,004	22.75	0.59	18.57	5.84	12.22	11.99	--
Russell 1000			2.75	24.51	8.41	14.28	13.58	12.87
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * ⁵	3,336	10.83	-2.96	13.75	6.33	10.20	11.00	12.34
SMID Benchmark ⁶			0.62	12.00	2.39	8.77	8.33	8.85
Non-US Equity								
FMIvT International Equity Portfolio * ⁷	5,229	16.98	-5.01	6.60	-0.74	4.03	3.61	4.84
MSCI ACWI ex US NetDiv			-7.60	5.53	0.82	4.10	3.53	4.80

FYTD: Fiscal year ending September.

* Net of fee return data.

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Rates of Return Summary

For the Periods Ending December 31, 2024

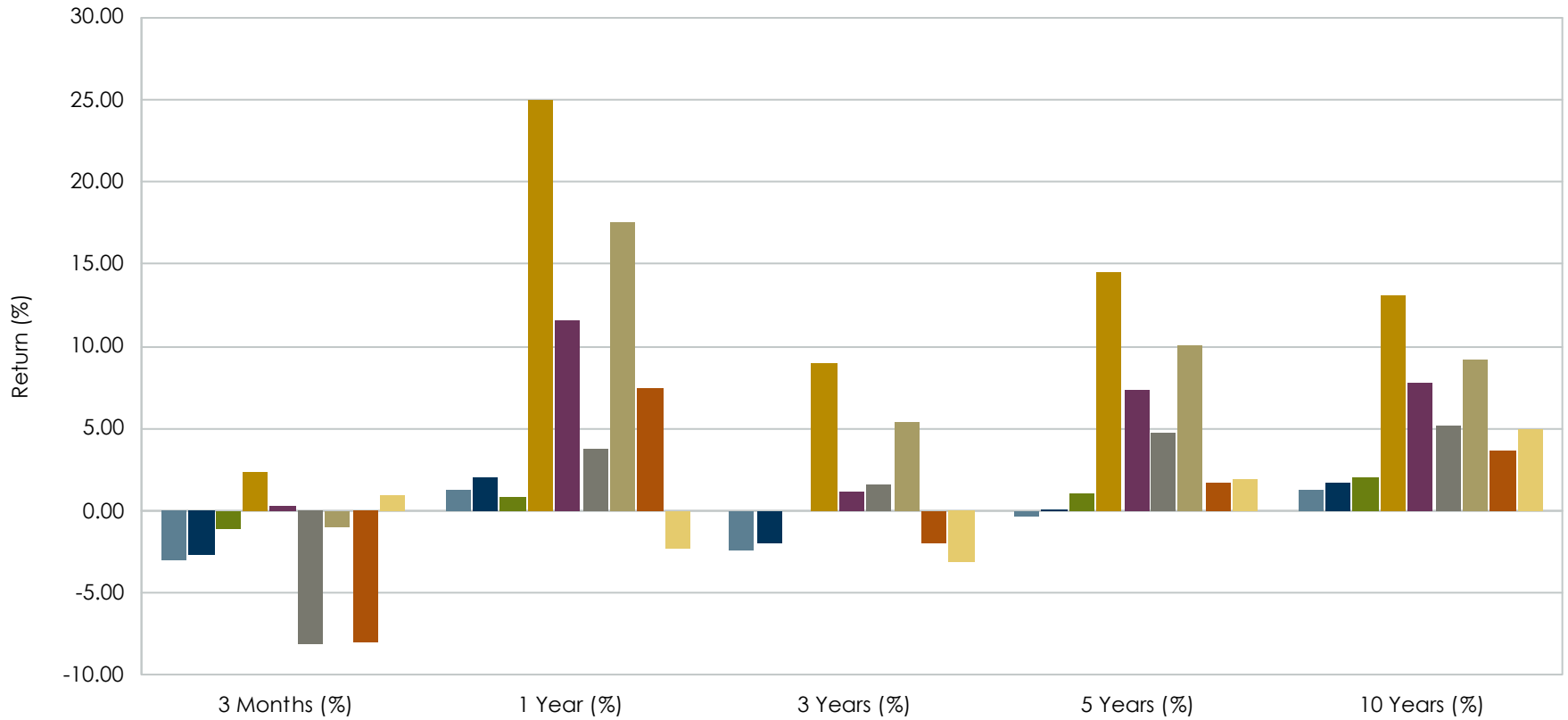
	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Core Real Estate	2,848	9.25						
FMIvT Core Real Estate Portfolio * ⁸	2,848	9.25	0.49	-0.96	-0.47	3.84	--	--
<i>NFI ODCE Net</i>			0.96	-2.27	-3.14	1.99	3.08	4.94

Notes:

- ¹ Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.
- ² Target Index: Effective April 2021, the index consists of 40.00% Bloomberg US Aggregate, 22.00% S&P 500, 10.00% Russell 2500, 18.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
- ³ The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.
- ⁴ Represents the FMPTF Large Cap Equity Composite net of fees returns.
- ⁵ Custom Index consists of the Russell 2500 beginning June 1, 2010, and prior to that the Russell 2000.
- ⁶ SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.
- ⁷ Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.
- ⁸ The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

Market Environment

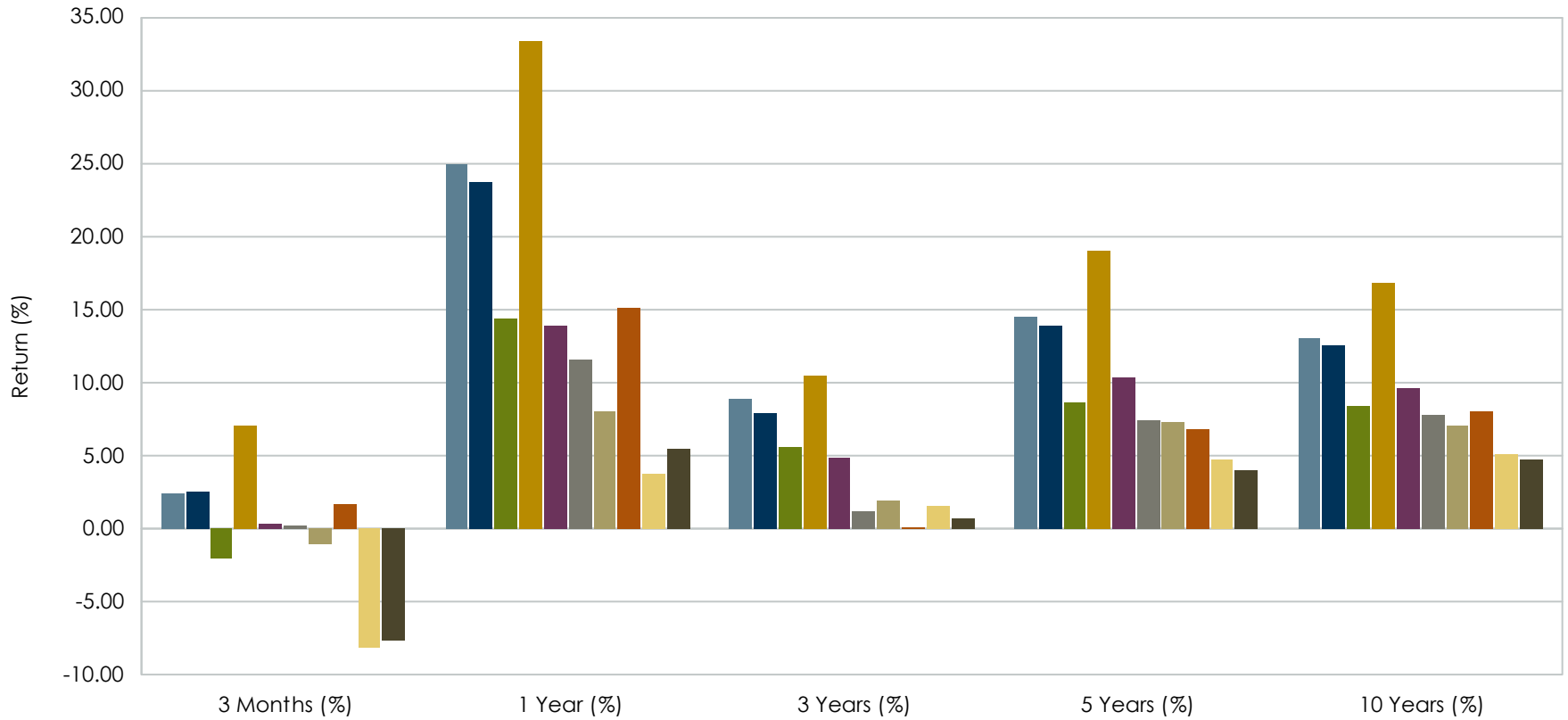
For the Periods Ending December 31, 2024



Bloomberg US Aggregate	-3.06	1.25	-2.41	-0.33	1.35
Bloomberg Universal	-2.73	2.04	-1.95	0.06	1.73
Bloomberg 1-15 Yr Municipal	-1.06	0.88	-0.04	1.08	2.04
S&P 500	2.41	25.02	8.94	14.53	13.10
Russell 2000	0.33	11.54	1.24	7.40	7.82
MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI ACWI NetDiv	-0.99	17.49	5.44	10.06	9.23
MSCI EM NetDiv	-8.01	7.50	-1.92	1.70	3.64
NFI ODCE Net	0.96	-2.27	-3.14	1.99	4.94

Equity Index Returns

For the Periods Ending December 31, 2024

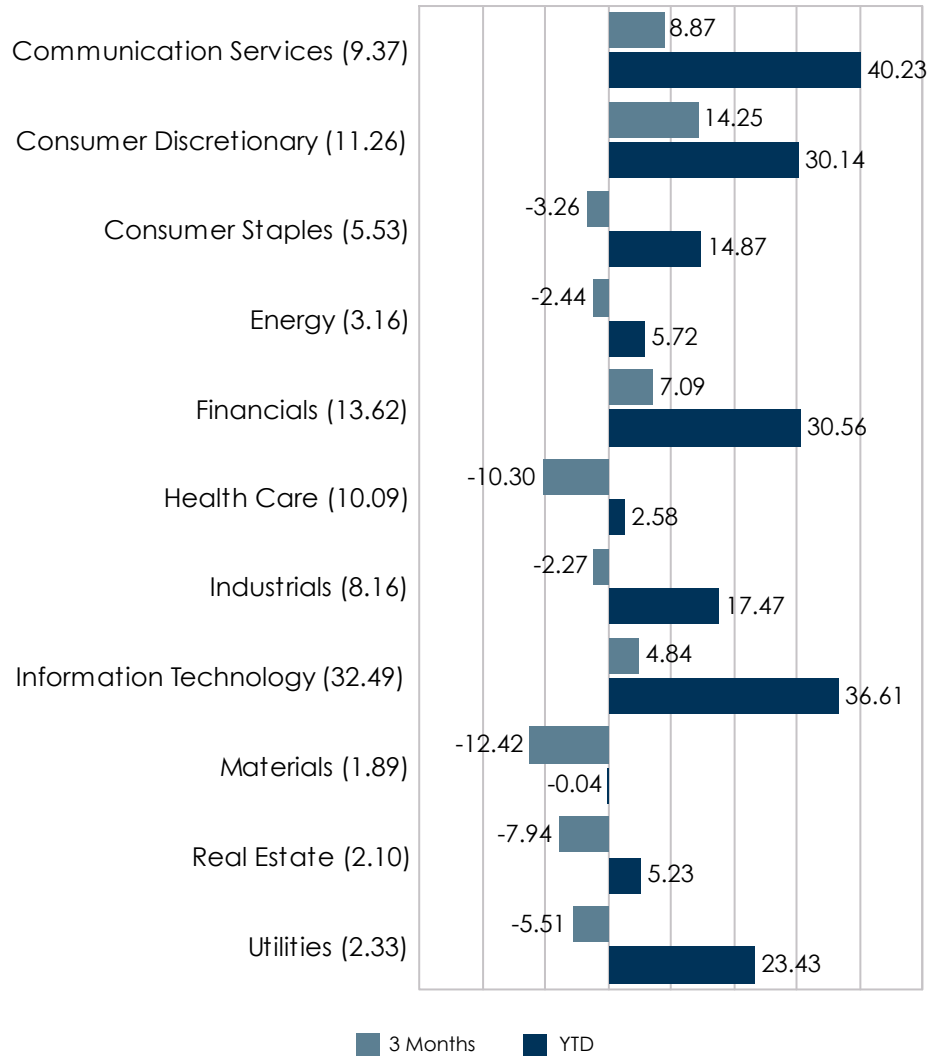


S&P 500	2.41	25.02	8.94	14.53	13.10
Russell 3000	2.63	23.81	8.01	13.86	12.55
Russell 1000 Value	-1.98	14.37	5.63	8.68	8.49
Russell 1000 Growth	7.07	33.36	10.47	18.96	16.78
S&P Mid Cap 400	0.34	13.93	4.87	10.34	9.68
Russell 2000	0.33	11.54	1.24	7.40	7.82
Russell 2000 Value	-1.06	8.05	1.94	7.29	7.14
Russell 2000 Growth	1.70	15.15	0.21	6.86	8.09
MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI ACWI ex US NetDiv	-7.60	5.53	0.82	4.10	4.80

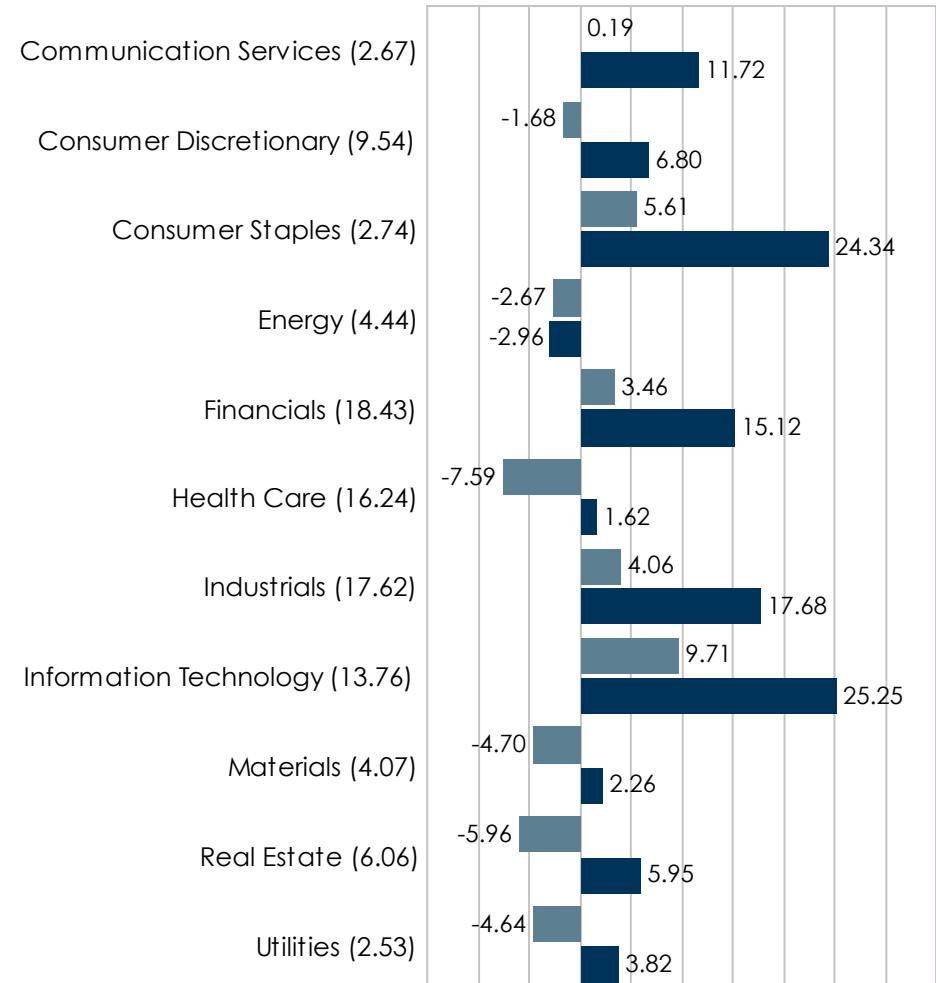
US Markets - Performance Breakdown

For the Periods Ending December 31, 2024

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



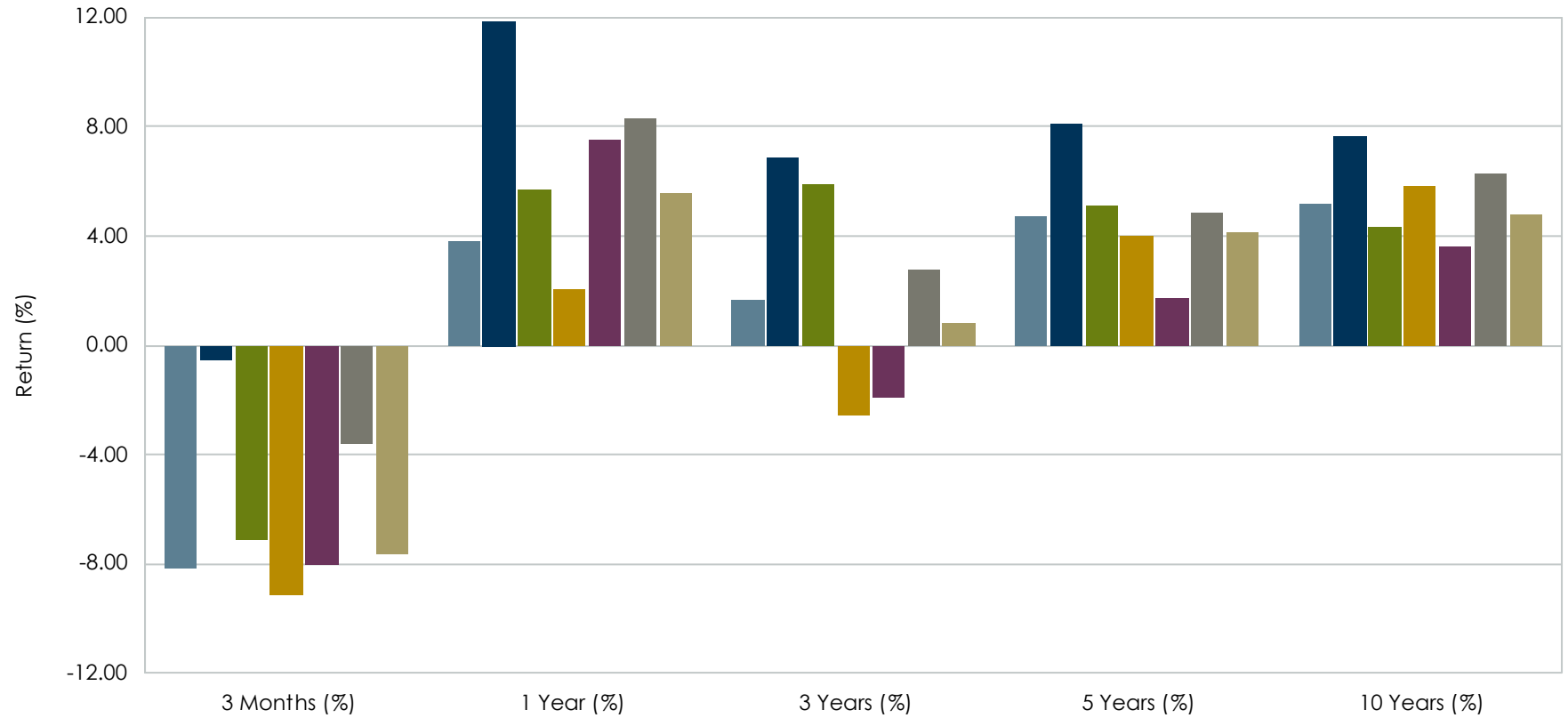
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending December 31, 2024

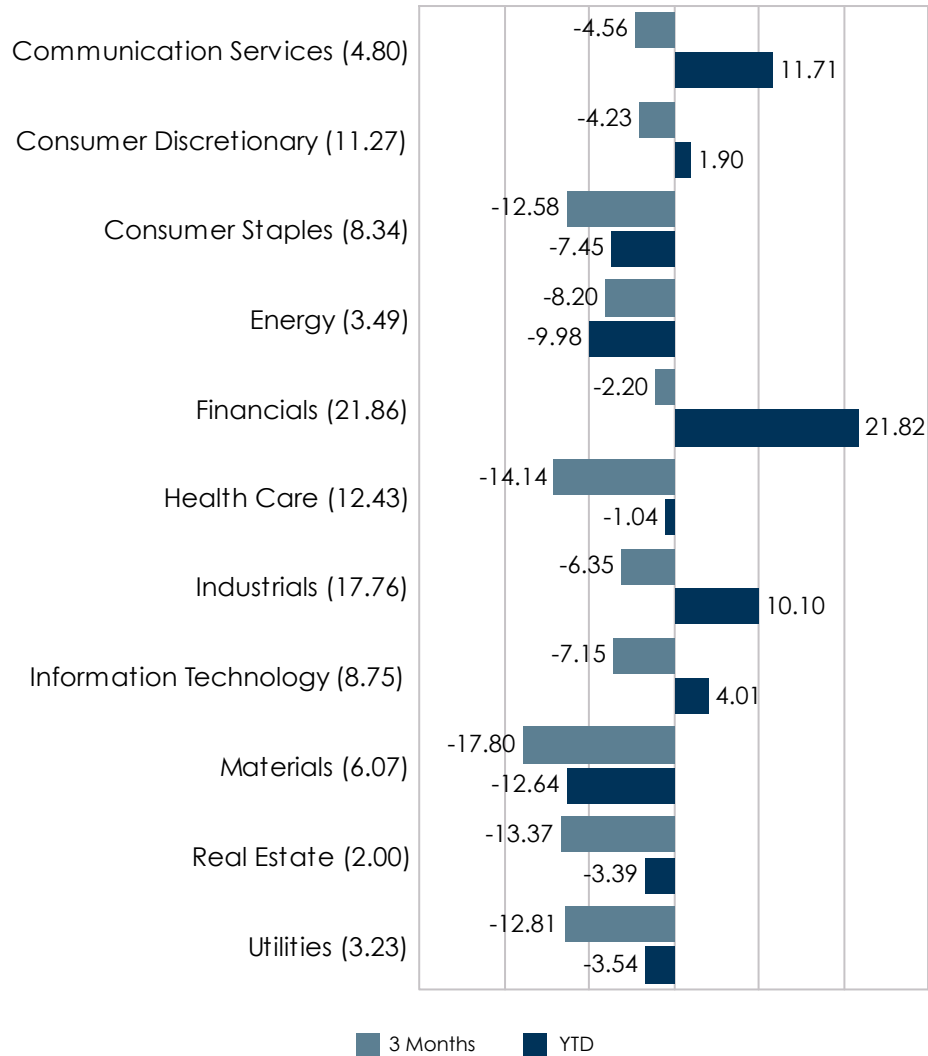


MSCI EAFE NetDiv	-8.11	3.82	1.65	4.73	5.20
MSCI EAFE Local Currency	-0.57	11.84	6.87	8.07	7.66
MSCI EAFE Value NetDiv	-7.12	5.68	5.88	5.09	4.31
MSCI EAFE Growth NetDiv	-9.10	2.05	-2.58	4.00	5.84
MSCI EM NetDiv	-8.01	7.50	-1.92	1.70	3.64
MSCI Japan NetDiv	-3.60	8.31	2.80	4.81	6.25
MSCI ACWI ex US NetDiv	-7.60	5.53	0.82	4.10	4.80

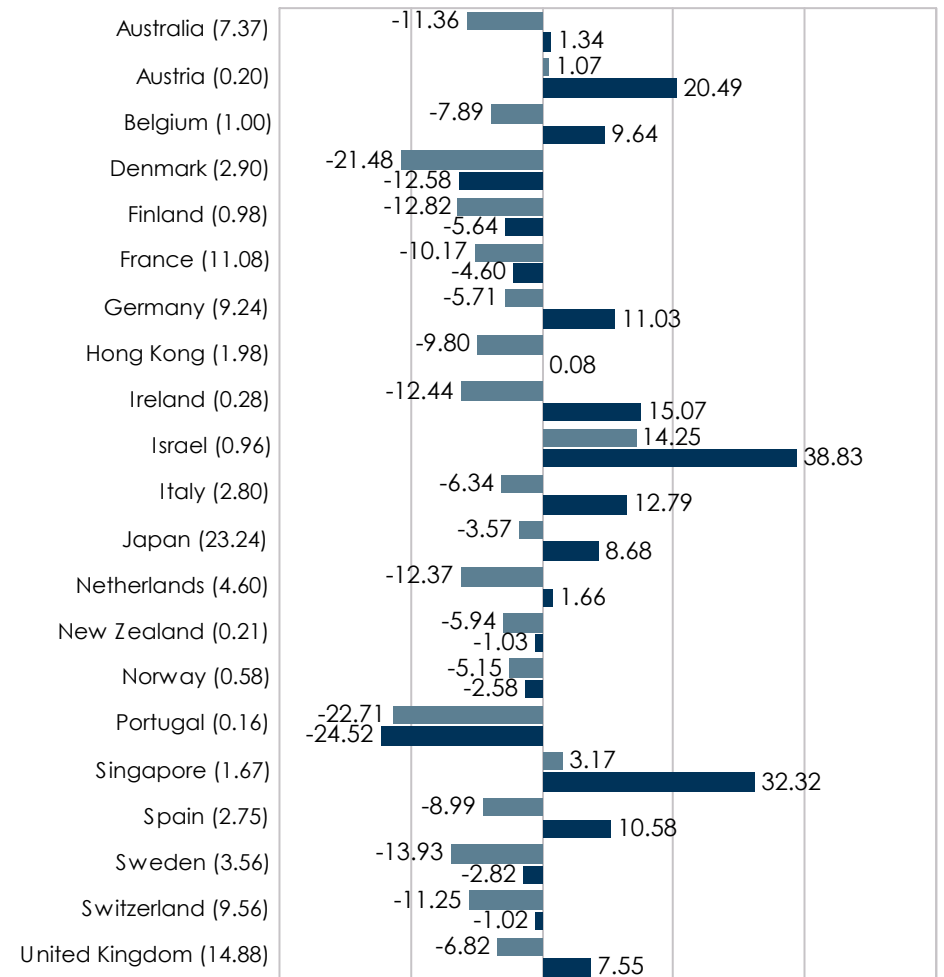
Non-US Equity - Performance Breakdown

For the Periods Ending December 31, 2024

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)



Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

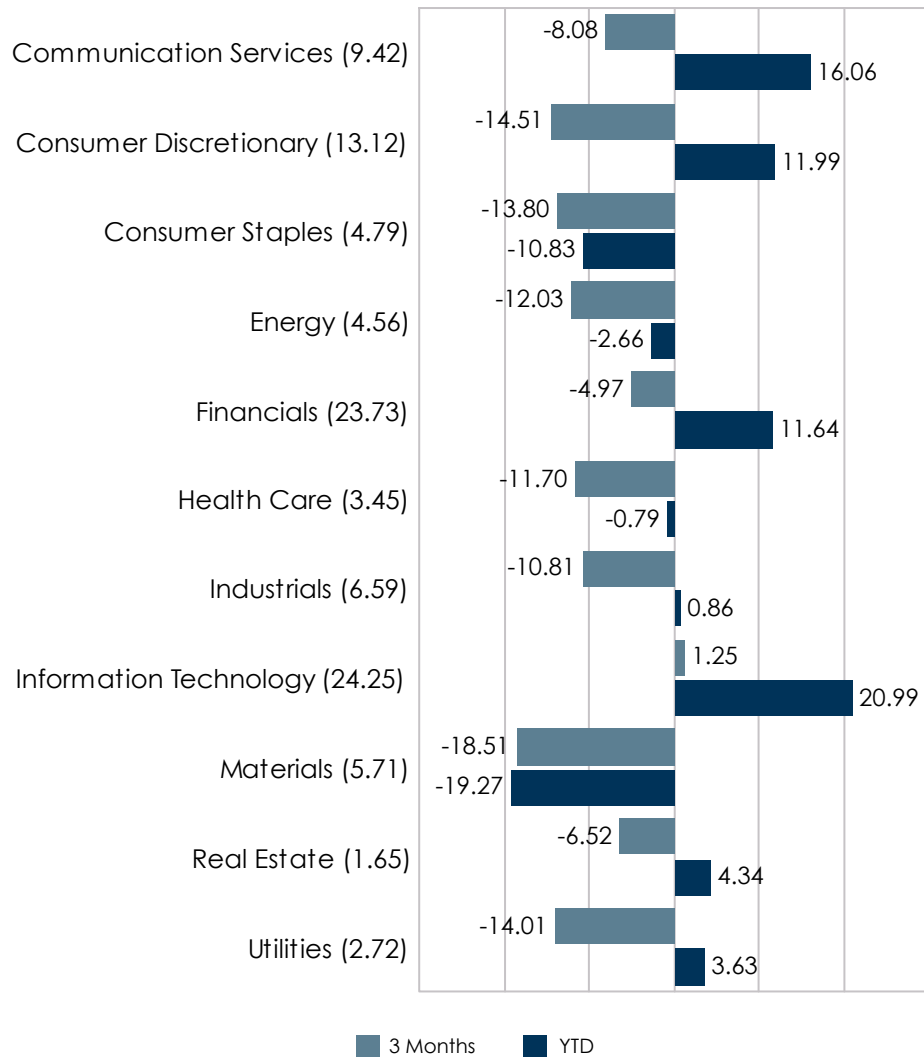
Source: ACG Research, Bloomberg

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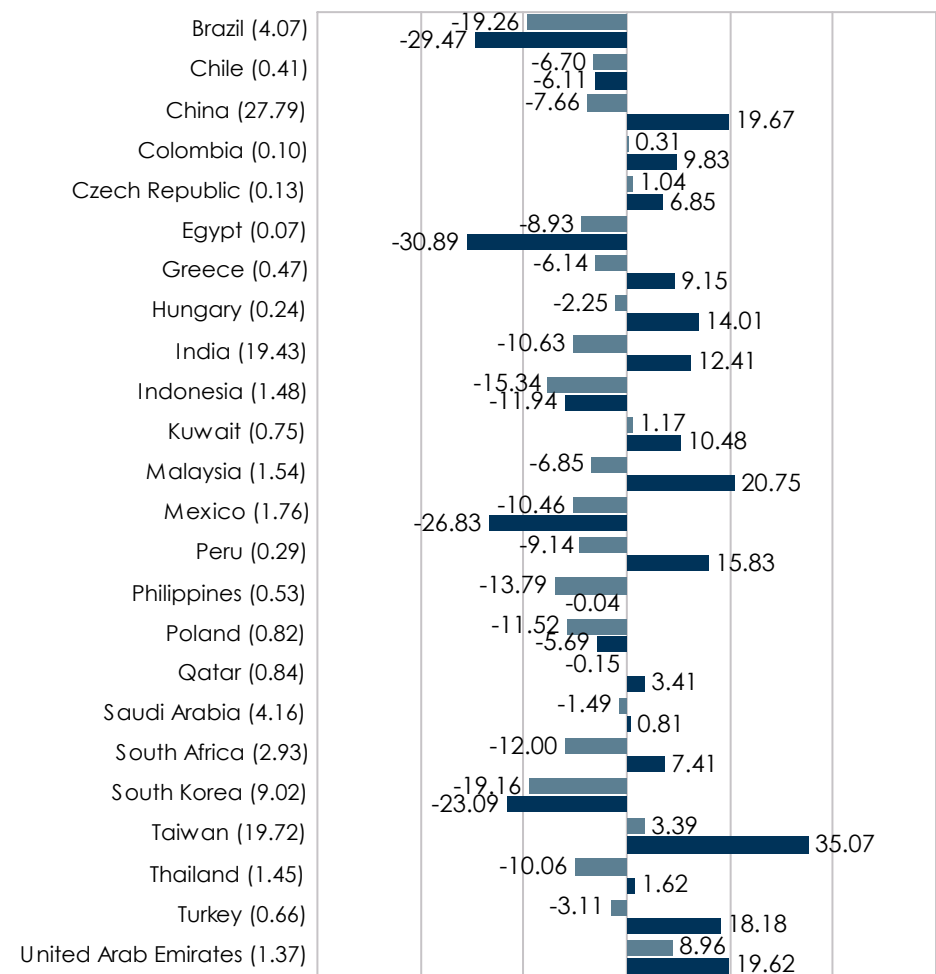
Emerging Markets - Performance Breakdown

For the Periods Ending December 31, 2024

MSCI Emerging Markets - Sector Returns (%)



MSCI Emerging Markets - Country Returns (%)



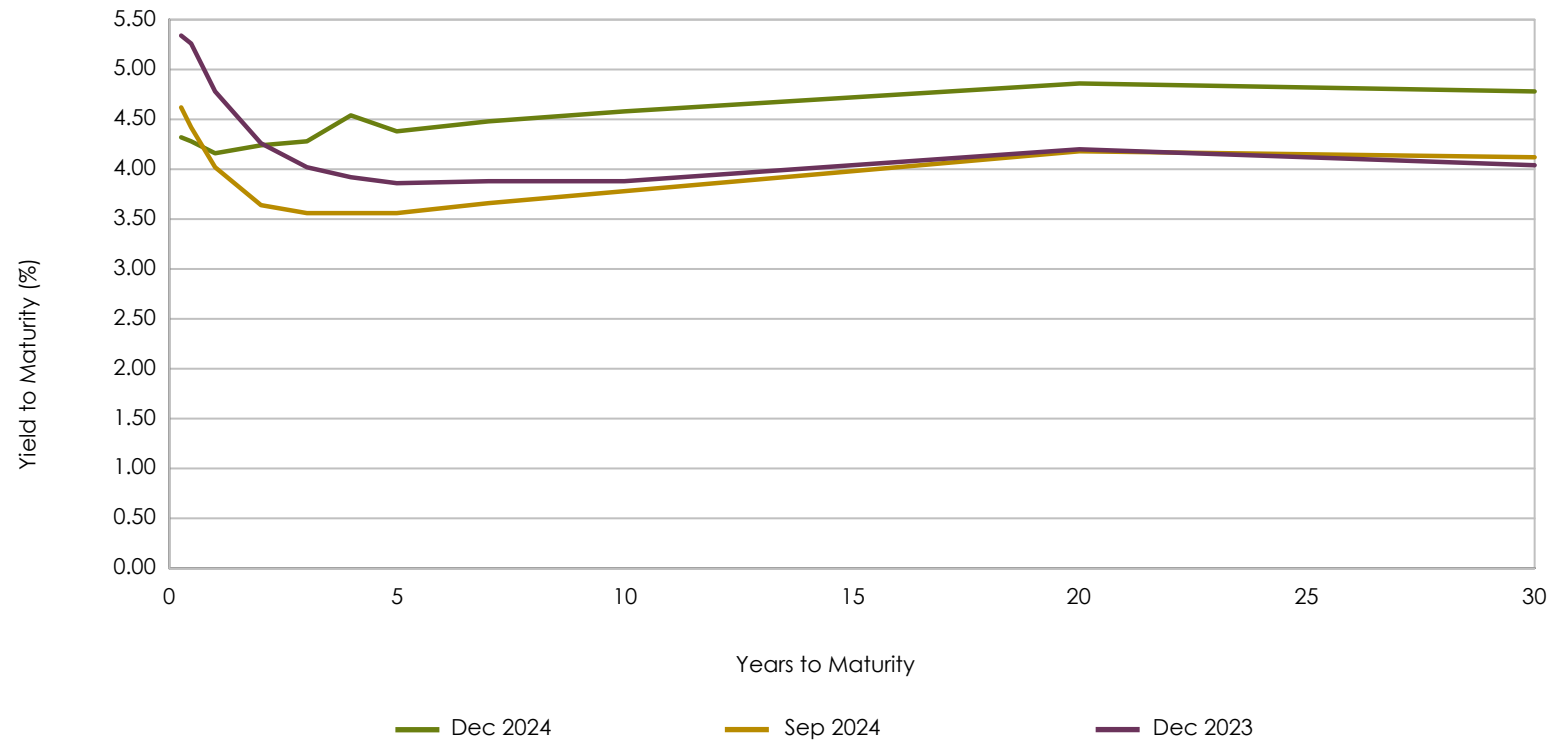
Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

Source: ACG Research, Bloomberg

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Interest Rate Term Structure

Government Issues - 3 Months to 30 Years Maturity

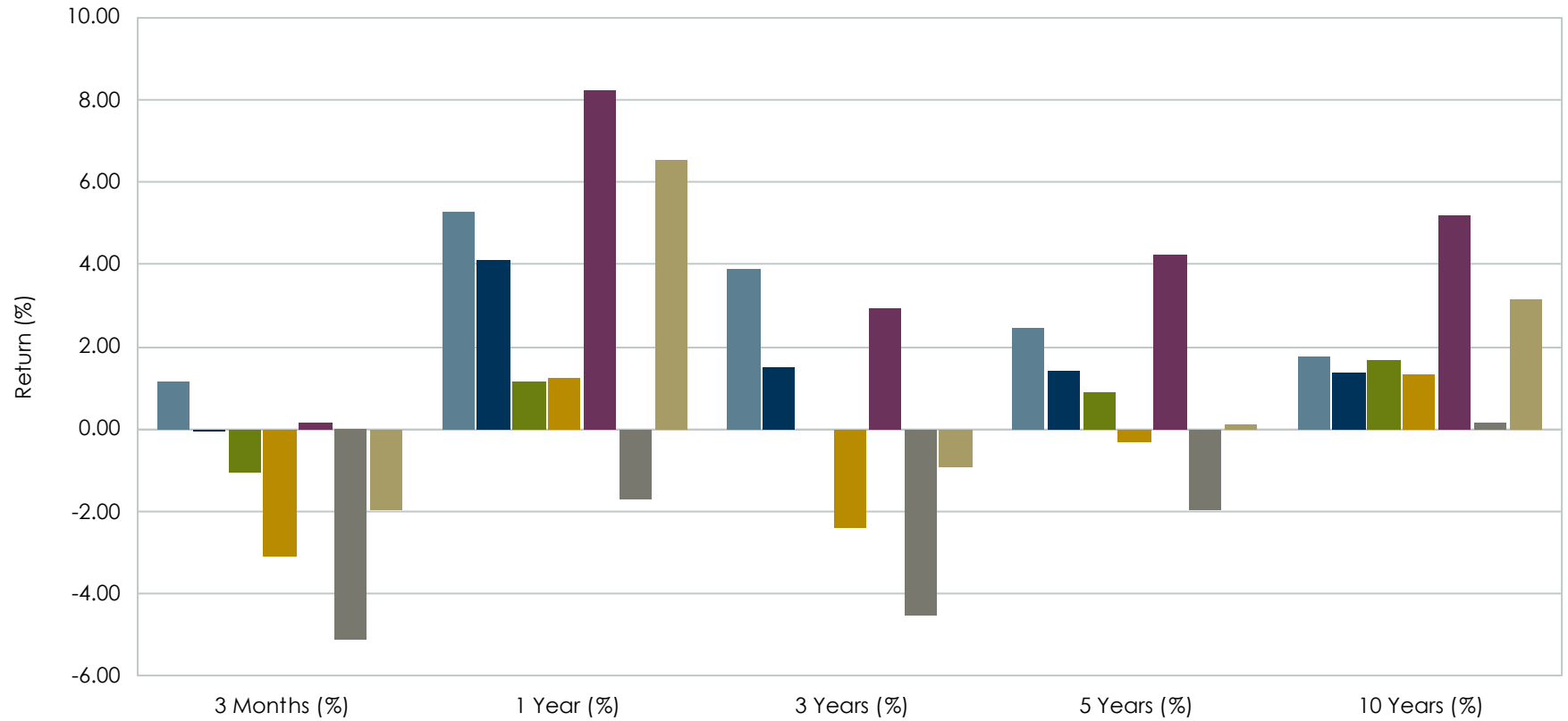


90 Days	4.32	4.63	5.34
180 Days	4.27	4.41	5.26
1 Year	4.15	4.01	4.77
2 Years	4.24	3.64	4.25
3 Years	4.27	3.55	4.01
4 Years	4.53	3.57	3.91
5 Years	4.38	3.56	3.85
7 Years	4.48	3.65	3.88
10 Years	4.57	3.78	3.88
20 Years	4.86	4.18	4.19
30 Years	4.78	4.12	4.03

Source: Bloomberg

Fixed Income Index Returns

For the Periods Ending December 31, 2024



US T-Bills 90 Day	1.17	5.25	3.89	2.46	1.77
ICE BofA 1-3 Yr Treasury	-0.06	4.10	1.50	1.40	1.40
Bloomberg 5 Yr Municipal	-1.04	1.17	-0.01	0.91	1.67
Bloomberg US Aggregate	-3.06	1.25	-2.41	-0.33	1.35
Bloomberg US Corp High Yield	0.17	8.19	2.92	4.21	5.17
Bloomberg Global Aggregate	-5.10	-1.69	-4.52	-1.96	0.15
JPM EMBI Global Diversified	-1.94	6.54	-0.91	0.12	3.13

US Fixed Income Market Environment

For the Periods Ending December 31, 2024

Nominal Returns By Sector (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
US Aggregate	-3.06	1.27	-2.41	-0.33
US Treasury	-3.13	0.58	-2.87	-0.68
US Agg: Gov't-Related	-2.74	1.70	-1.45	0.02
US Corporate IG	-3.04	2.12	-2.27	0.30
MBS	-3.16	1.20	-2.13	-0.73
CMBS	-1.48	4.67	-0.57	0.98
ABS	-0.05	5.02	2.00	2.02
US Corp High Yield	0.17	8.18	2.92	4.22

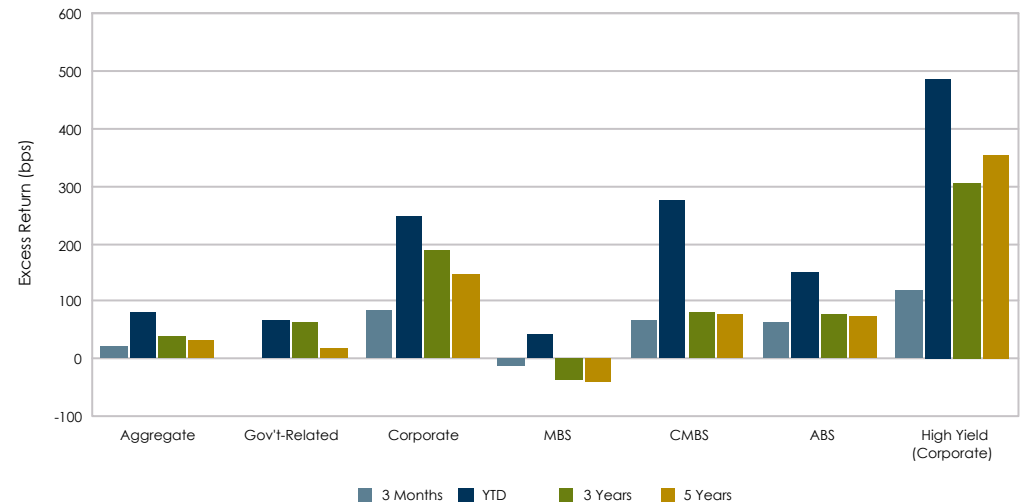
Nominal Returns by Quality (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
AAA	-1.80	3.07	-1.82	-0.21
AA	-3.13	0.83	-3.17	-0.55
A	-3.28	1.68	-2.42	0.07
BAA	-2.79	2.70	-1.89	0.58
BA	-0.48	6.30	1.91	4.06
B	0.31	7.39	3.11	3.75
CAA	2.27	15.10	4.91	5.10

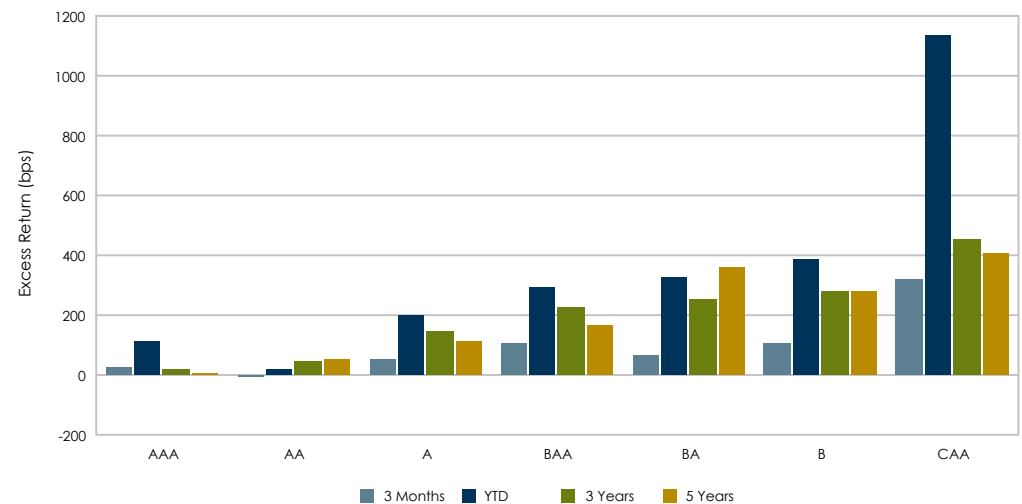
Nominal Returns by Maturity (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
1-3 Yr.	-0.01	4.40	1.70	1.53
3-5 Yr.	-1.54	3.10	0.00	0.75
5-7 Yr.	-2.85	1.83	-1.41	0.21
7-10 Yr.	-4.05	0.30	-3.45	-0.67
10+ Yr.	-7.38	-4.11	-9.41	-3.39

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

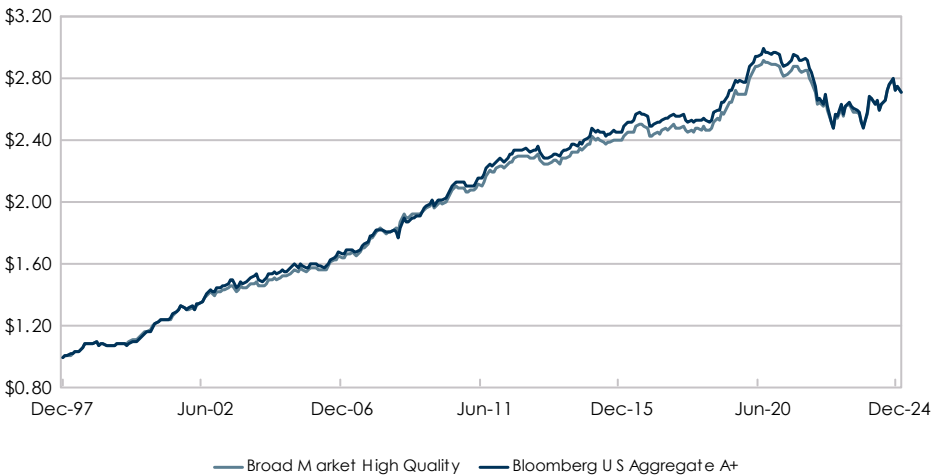
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Expanded High Quality Fixed Income▪ Manager Atlanta Capital Management Company▪ Vehicle Separately Managed Account▪ Benchmark Barclays Aggregate A+▪ Performance Inception Date January 1998▪ Fees Manager Fees - 15 bps; Admin Fees - 14.5 bps▪ Total Expenses Approximately 33 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years.▪ Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.			
		FYTD	1 Year
	Beginning Market Value	168,451	155,875
	Net Additions	4,968	9,742
	Return on Investment	-5,116	2,686
	Income	1,606	5,876
	Gain/Loss	-6,722	-3,190
	Ending Market Value	168,303	168,303

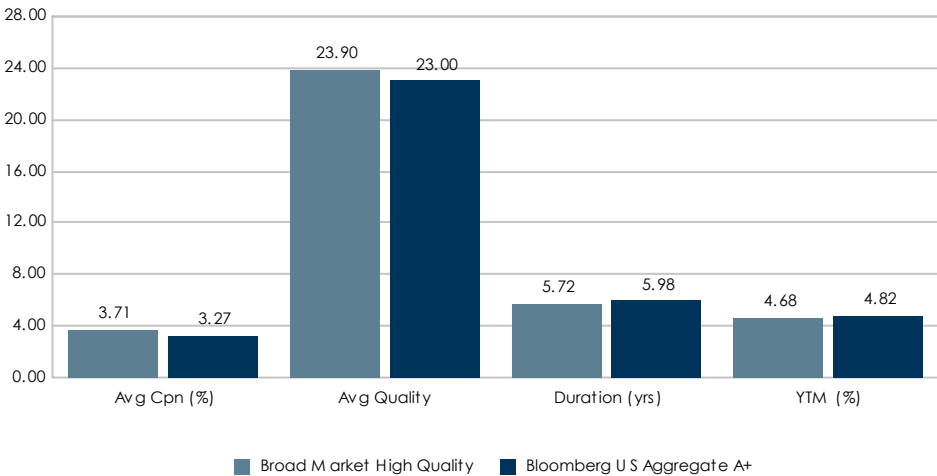
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

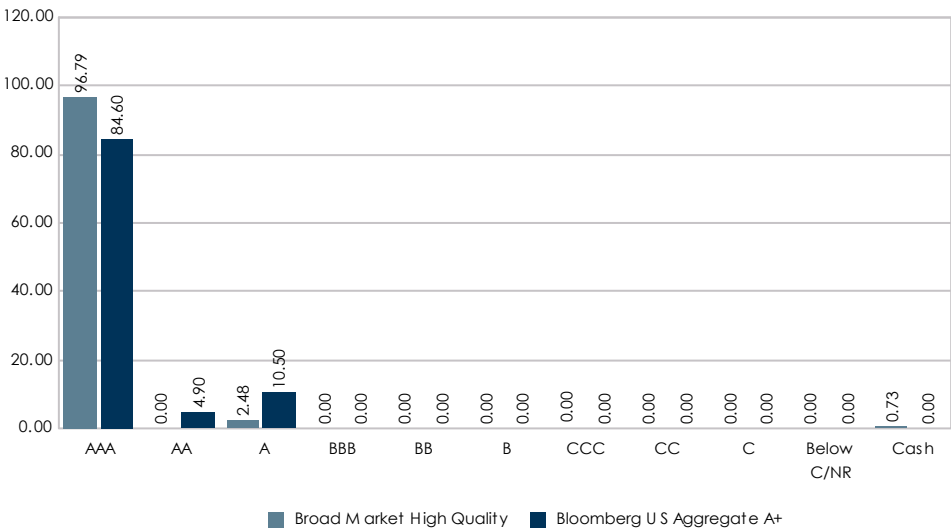
Growth of a Dollar



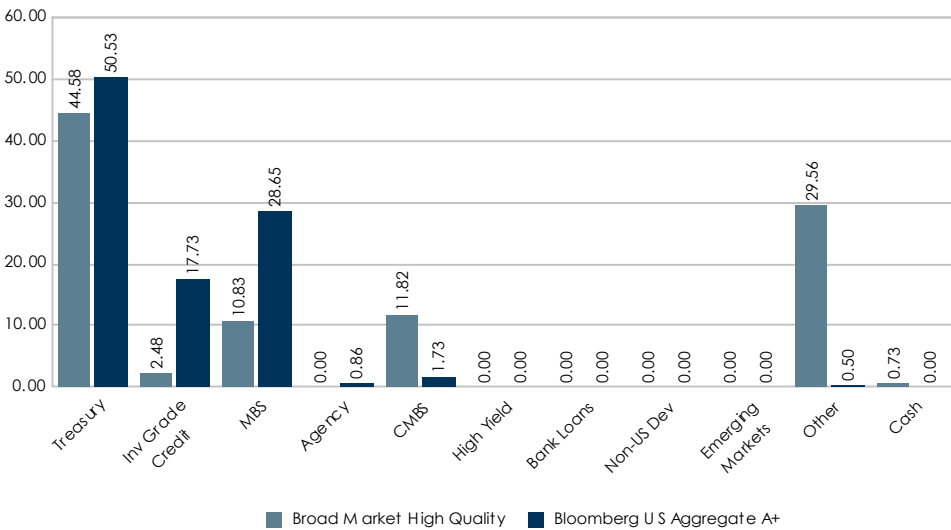
Characteristics



Quality Allocation



Sector Allocation

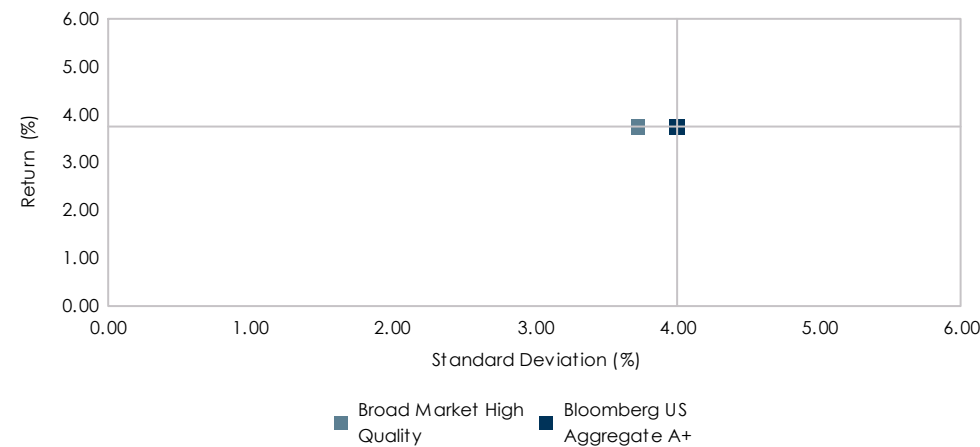


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2024

Risk / Return Since Jan 1998



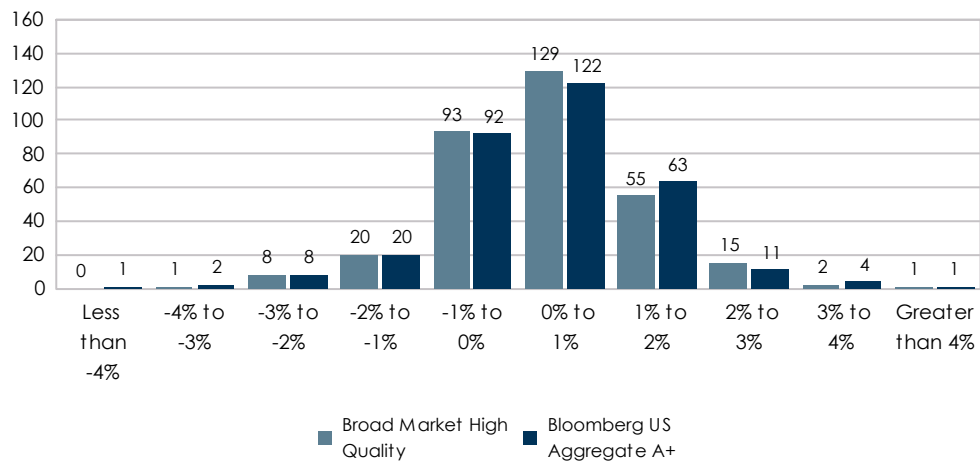
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.76	3.76
Standard Deviation (%)	3.73	4.00
Sharpe Ratio	0.48	0.45

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.27
Alpha (%)	0.33
Tracking Error (%)	0.89
Batting Average (%)	49.07
Up Capture (%)	93.95
Down Capture (%)	88.78

Return Histogram Since Jan 1998

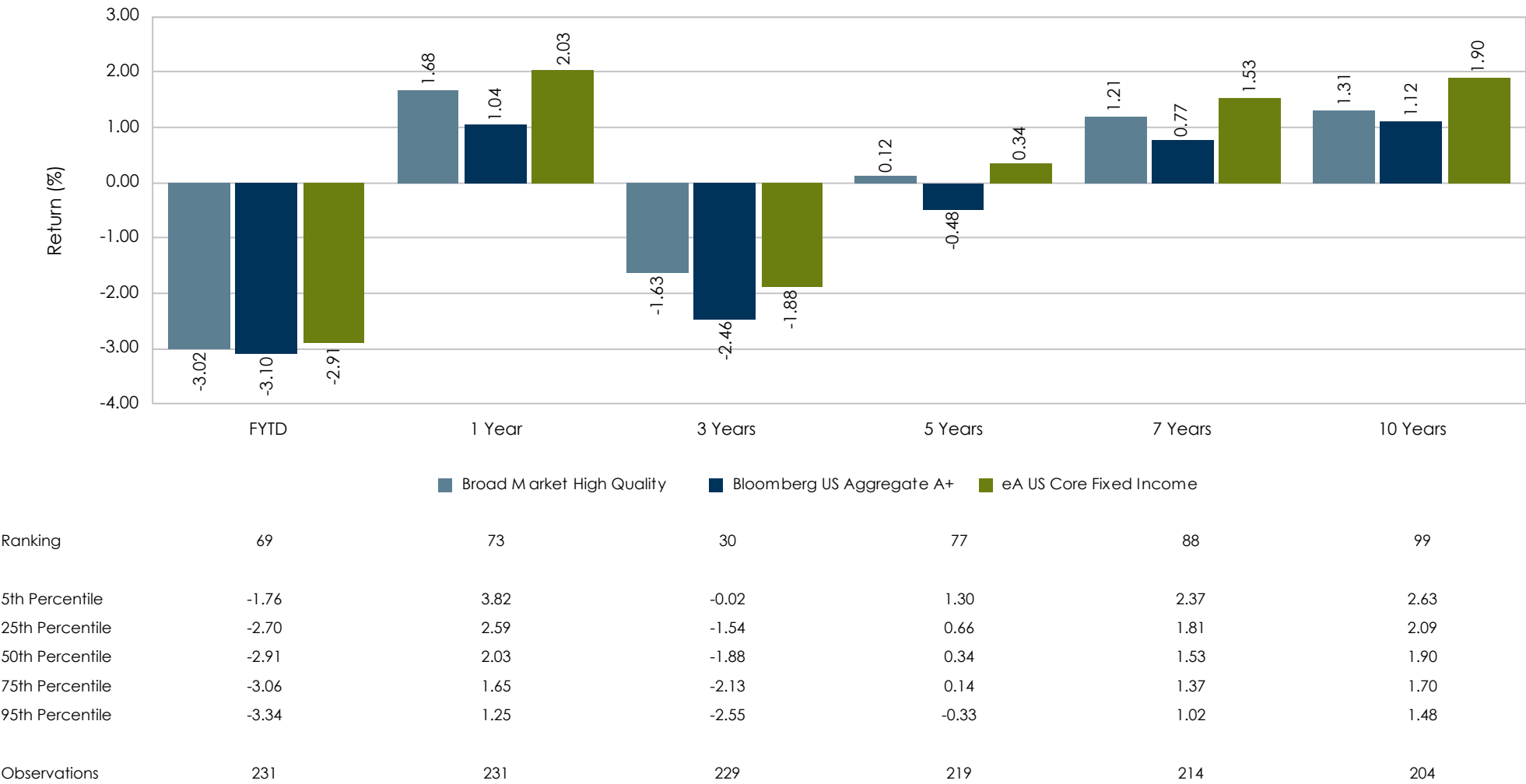


Return Analysis Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	324	324
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	202	201
Number of Negative Months	122	123
% of Positive Months	62.35	62.04

FMIvT Broad Market High Quality Bond Fund

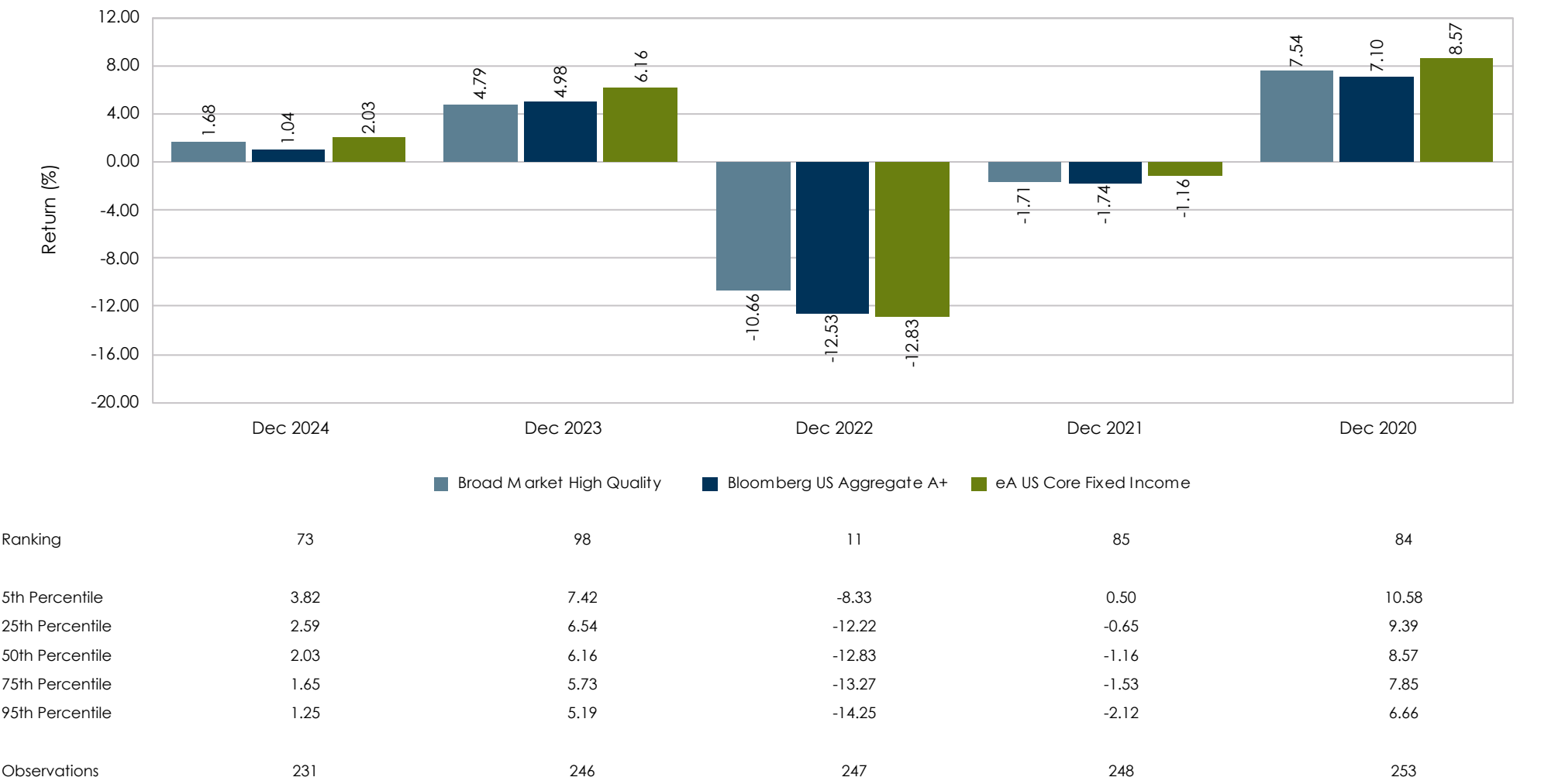
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines**Broad Market High Quality Bond Fund**

For the Periods Ending December 31, 2024

Portfolio Sector Allocations	Max.%	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	44.57%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	23.24%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	2.48%	Yes	
Asset Backed Securities	30.00%	0.00%	28.98%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	0.73%	Yes	
Portfolio Duration/Quality	Policy Expectations		Actual Portfolio	Within Guidelines?	Comments
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.19 to 7.00		5.72	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				Within Guidelines?	Comments
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			2.76%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.49%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

*Asset Consulting Group is unable to verify the actual percentages in the portfolio. However, ACG has confirmed the actual portfolio allocation is less than the maximum percentage allowed.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

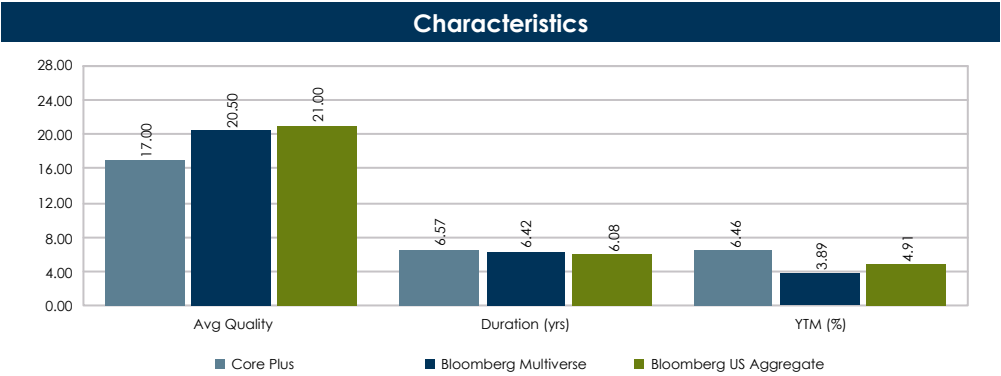
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Core Plus Fixed Income▪ Manager Amundi Pioneer Institutional Investment▪ Vehicle Non-Mutual Commingled▪ Benchmark Barclays Multiverse▪ Performance Inception Date April 2014▪ Fees Manager Fee - 52 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 70 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration.▪ Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.			
		FYTD	1 Year
	Beginning Market Value	167,280	139,042
	Net Additions	-199	16,180
	Return on Investment	-4,311	7,548
	Ending Market Value	162,770	162,770

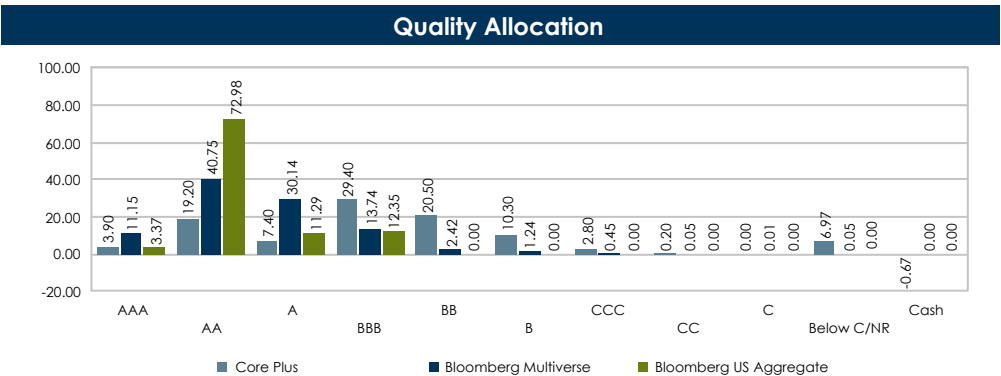
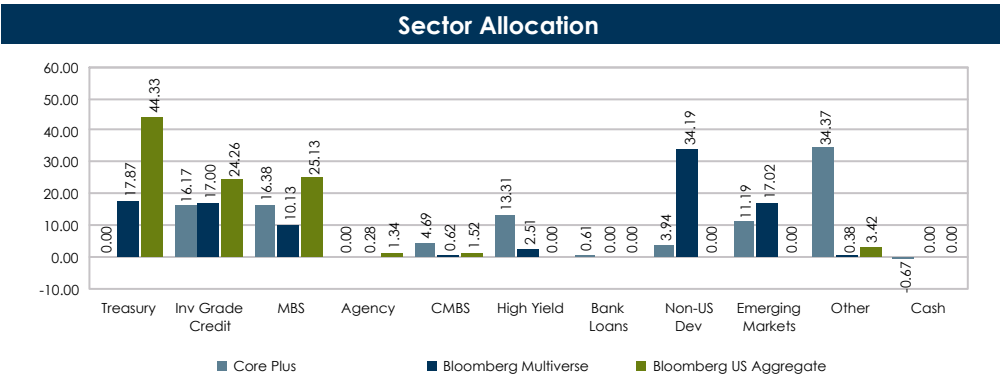
FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Core Plus	162,770	100.00
Amundi MSFI Fund	162,770	100.00



Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	167,280	139,042
Net Additions	-199	16,180
Return on Investment	-4,311	7,548
Ending Market Value	162,770	162,770

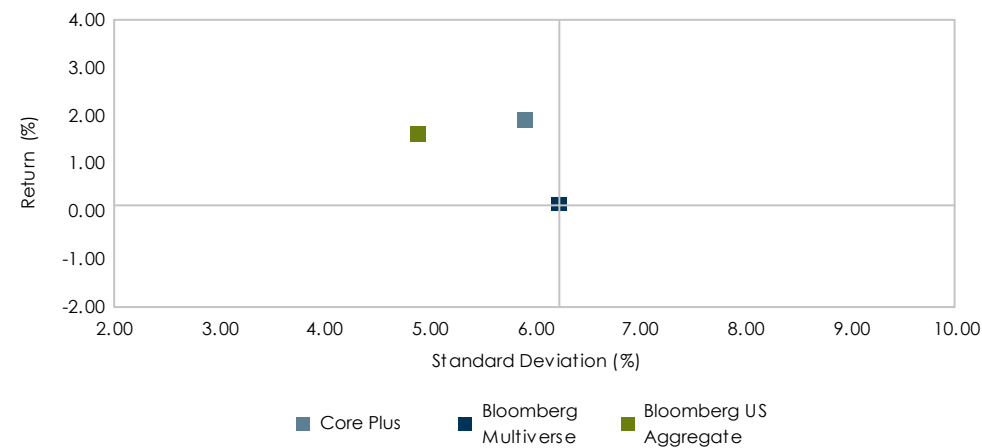


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2014



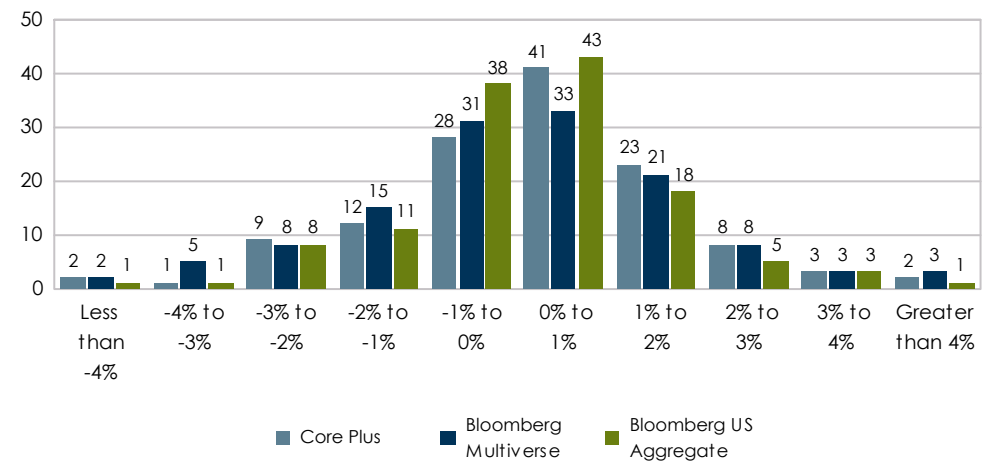
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	1.92	0.14	1.63
Standard Deviation (%)	5.91	6.23	4.89
Sharpe Ratio	0.05	-0.24	0.00

Benchmark Relative Statistics

Beta	0.67	0.78
R Squared (%)	49.48	41.25
Alpha (%)	1.87	0.74
Tracking Error (%)	4.68	4.66
Batting Average (%)	57.36	58.91
Up Capture (%)	67.55	77.38
Down Capture (%)	49.03	68.07

Return Histogram Since Apr 2014

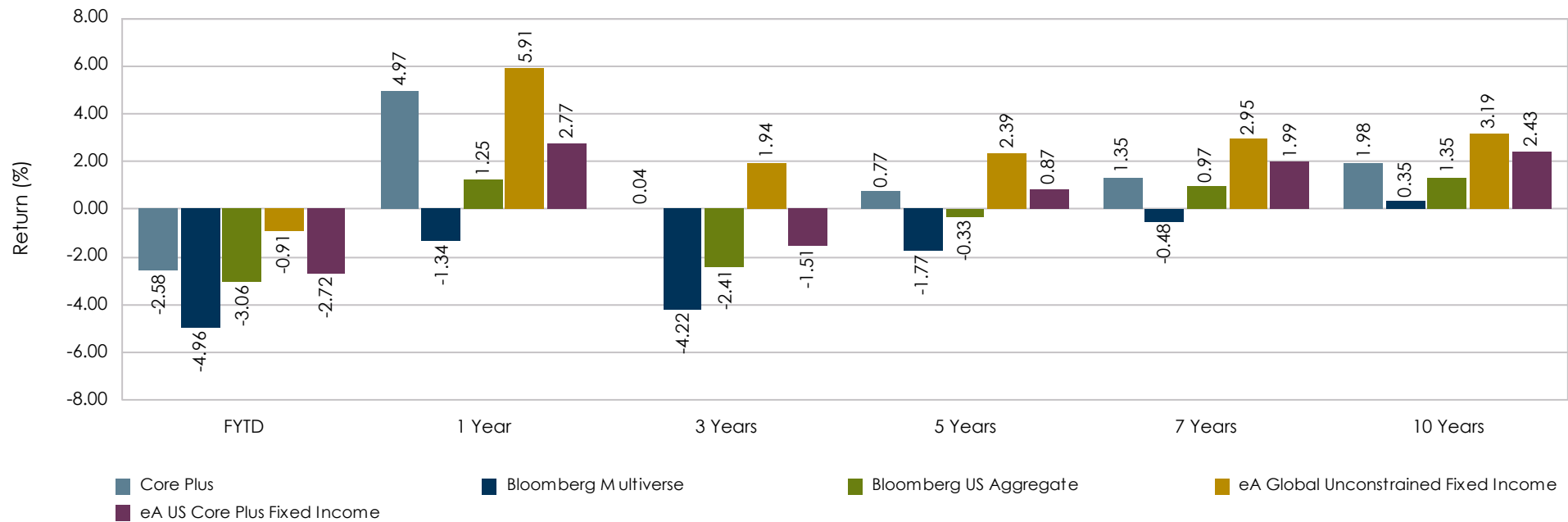


Return Analysis Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	129	129	129
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	77	68	70
Number of Negative Months	52	61	59
% of Positive Months	59.69	52.71	54.26

FMIvT Core Plus Fixed Income Fund

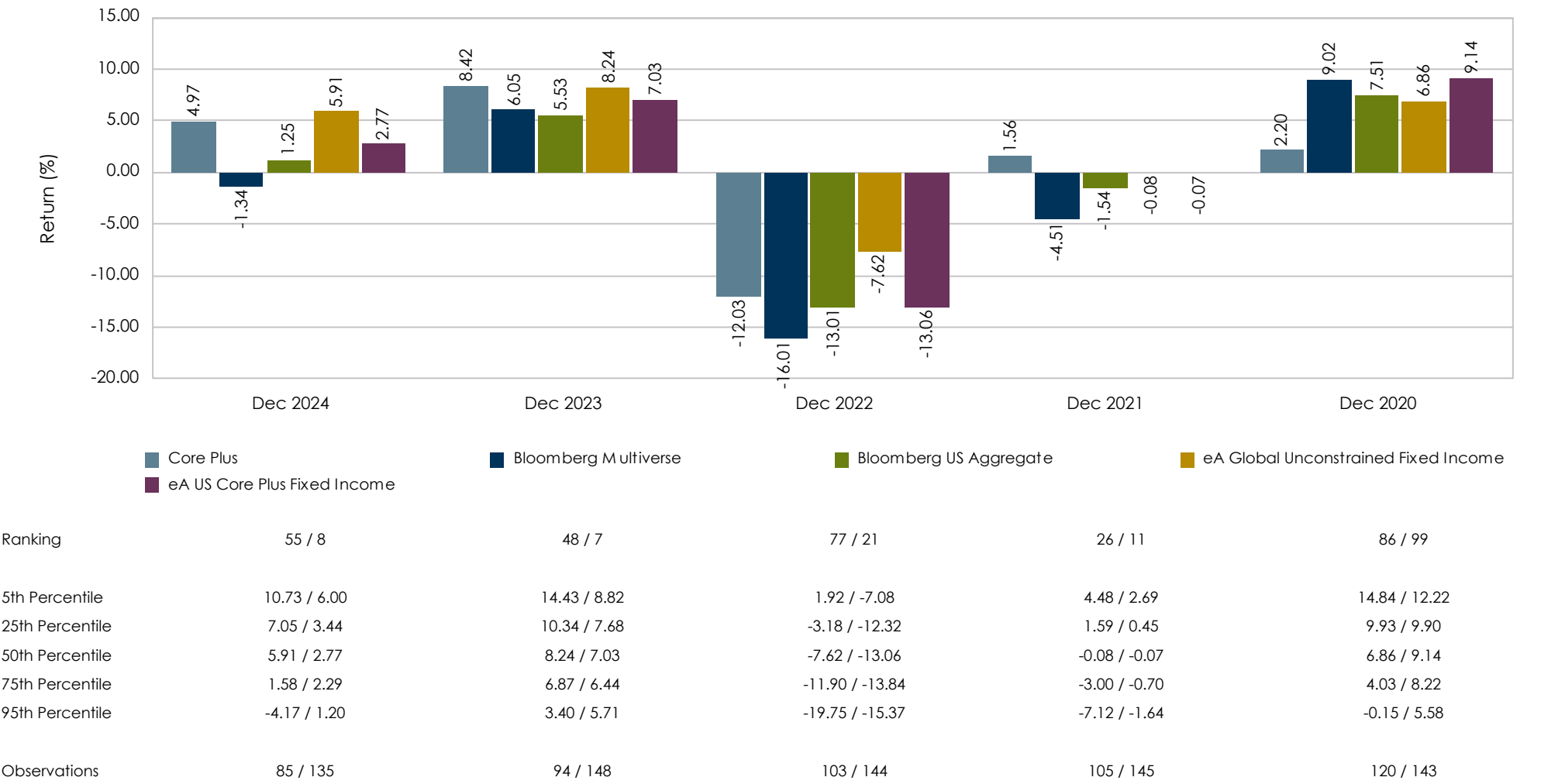
For the Periods Ending December 31, 2024



Ranking	66 / 35	55 / 8	68 / 8	80 / 56	72 / 98	66 / 85
5th Percentile	2.27 / -1.64	10.73 / 6.00	6.43 / 1.25	5.50 / 2.54	4.88 / 3.41	4.58 / 3.73
25th Percentile	0.54 / -2.49	7.05 / 3.44	3.47 / -1.02	3.76 / 1.45	3.86 / 2.41	3.95 / 2.79
50th Percentile	-0.91 / -2.72	5.91 / 2.77	1.94 / -1.51	2.39 / 0.87	2.95 / 1.99	3.19 / 2.43
75th Percentile	-5.25 / -3.00	1.58 / 2.29	-0.61 / -1.95	0.96 / 0.53	1.20 / 1.71	1.31 / 2.16
95th Percentile	-9.21 / -3.53	-4.17 / 1.20	-3.98 / -2.73	-0.90 / 0.14	-0.64 / 1.43	0.08 / 1.78
Observations	85 / 135	85 / 135	84 / 135	80 / 126	73 / 121	62 / 112

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Core Plus Fixed Income Fund
For the One Year Periods Ending December

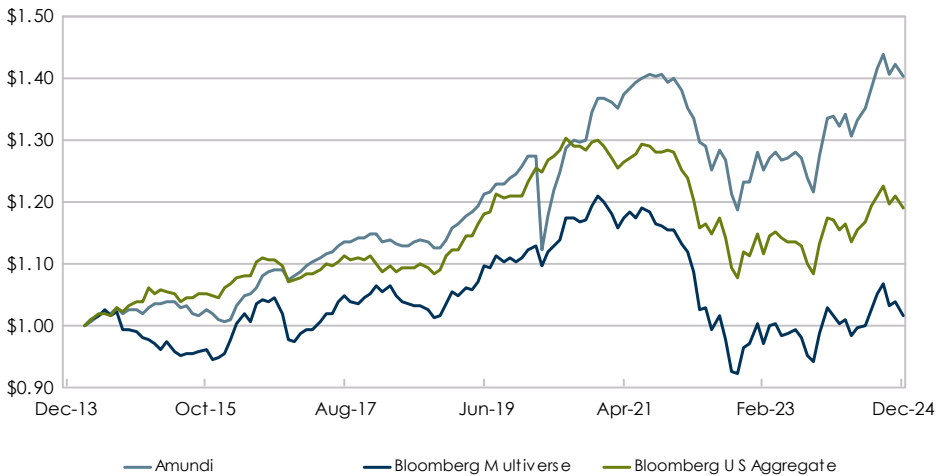


The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

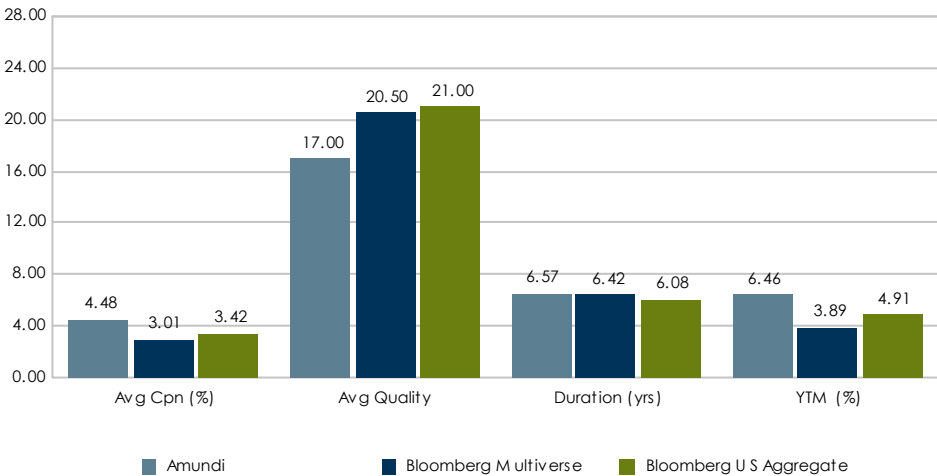
Amundi MSFI Fund

For the Periods Ending December 31, 2024

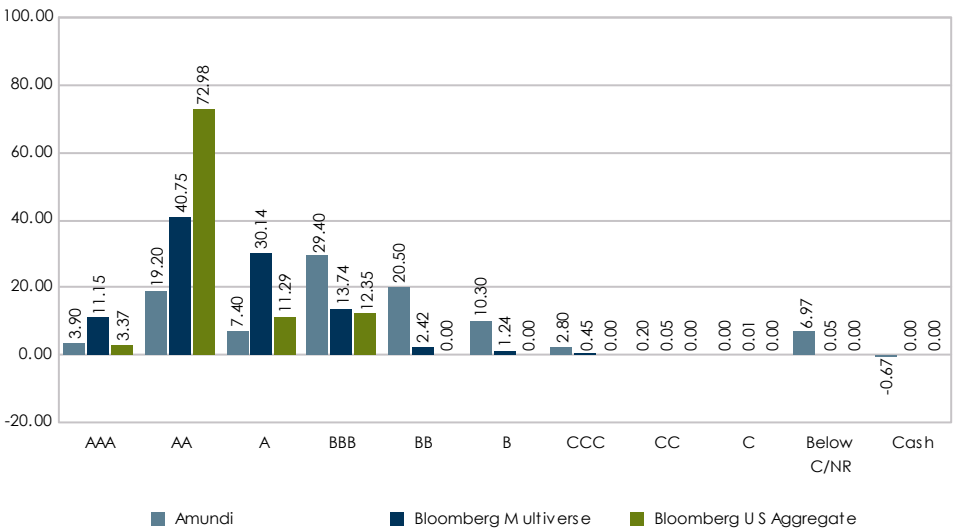
Growth of a Dollar



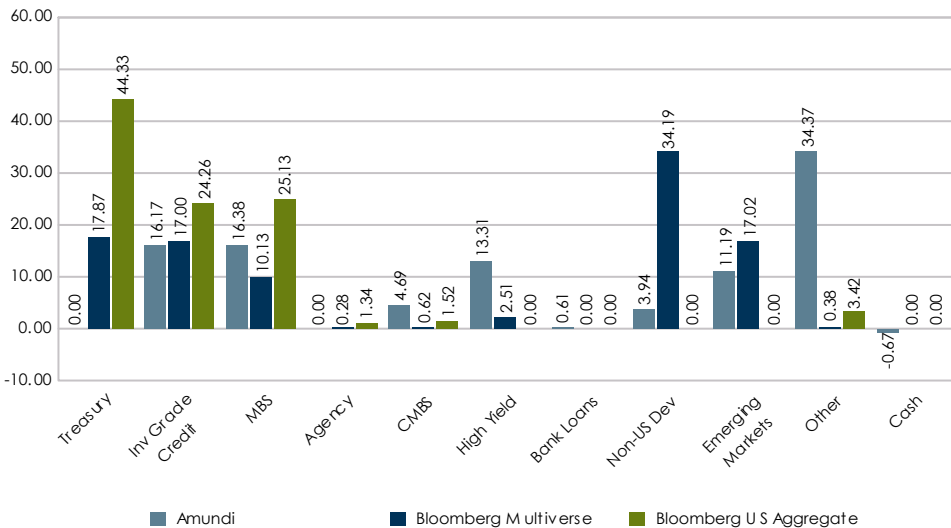
Characteristics



Quality Allocation



Sector Allocation



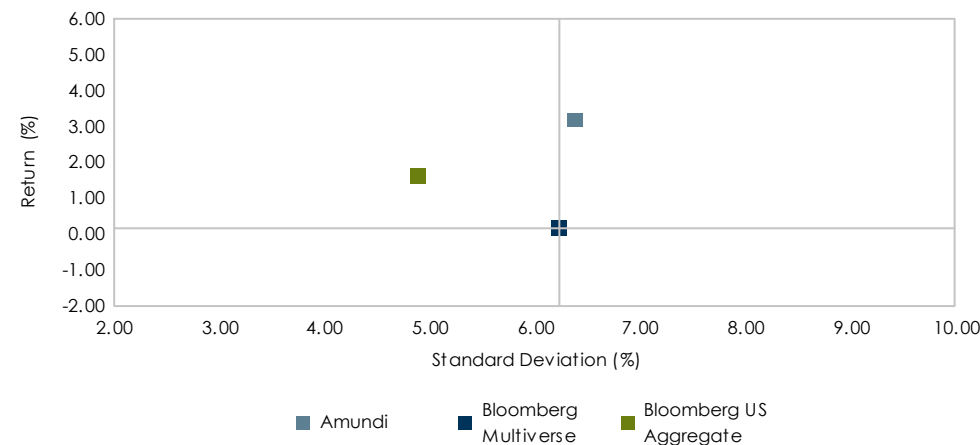
Characteristic and allocation charts represents the composite data of the Amundi Multi-Sector Fixed Income.

The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144

Amundi MSFI Fund

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2014



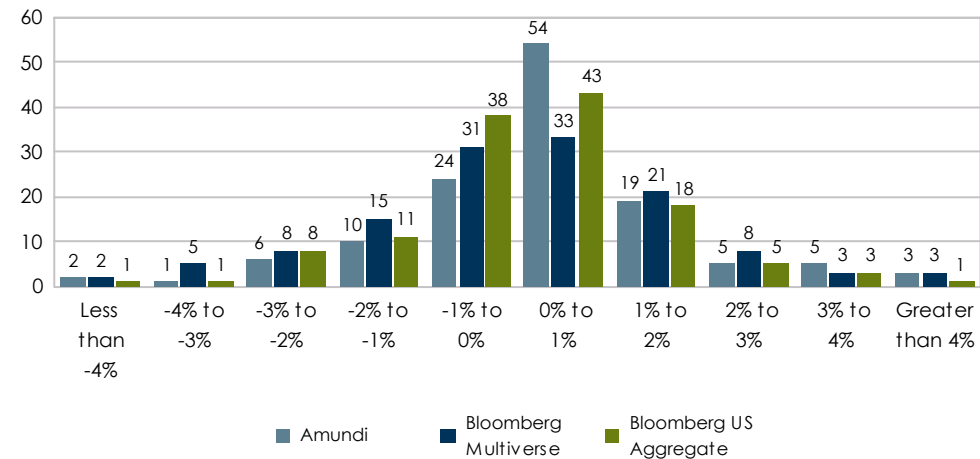
Portfolio Statistics Since Apr 2014

	Amundi	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.20	0.14	1.63
Standard Deviation (%)	6.38	6.23	4.89
Sharpe Ratio	0.25	-0.24	0.00

Benchmark Relative Statistics

Beta	0.78	0.93
R Squared (%)	58.40	50.35
Alpha (%)	3.14	1.77
Tracking Error (%)	4.33	4.51
Batting Average (%)	65.12	62.79
Up Capture (%)	91.18	110.38
Down Capture (%)	56.55	85.03

Return Histogram Since Apr 2014

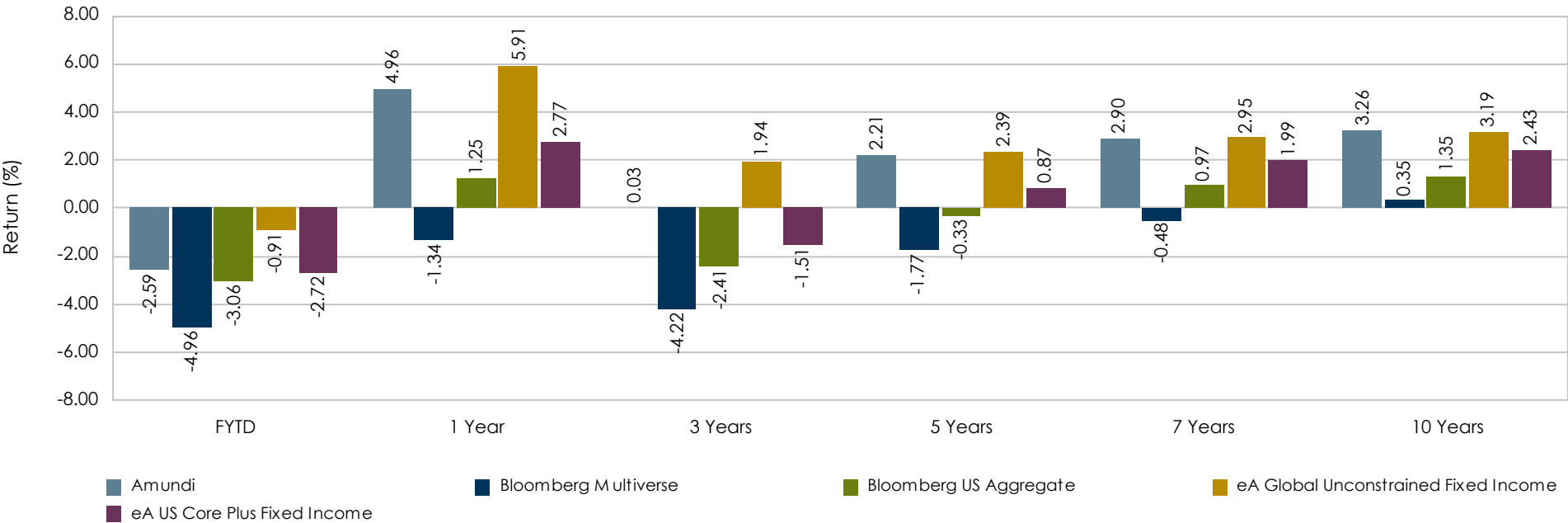


Return Analysis Since Apr 2014

	Amundi	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	129	129	129
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	86	68	70
Number of Negative Months	43	61	59
% of Positive Months	66.67	52.71	54.26

Amundi MSFI Fund

For the Periods Ending December 31, 2024

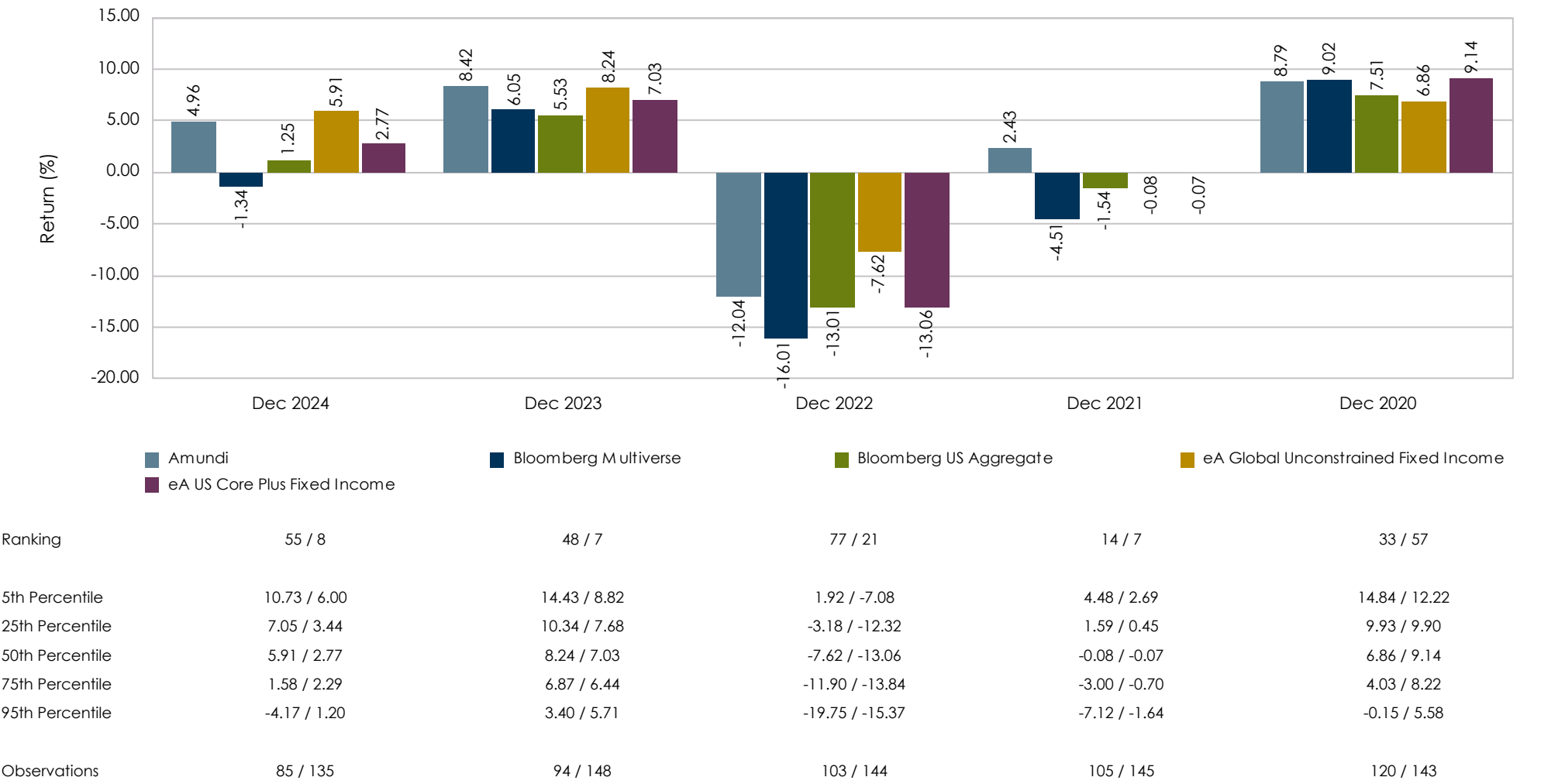


Ranking	66 / 36	55 / 8	68 / 8	53 / 10	51 / 13	46 / 12
5th Percentile	2.27 / -1.64	10.73 / 6.00	6.43 / 1.25	5.50 / 2.54	4.88 / 3.41	4.58 / 3.73
25th Percentile	0.54 / -2.49	7.05 / 3.44	3.47 / -1.02	3.76 / 1.45	3.86 / 2.41	3.95 / 2.79
50th Percentile	-0.91 / -2.72	5.91 / 2.77	1.94 / -1.51	2.39 / 0.87	2.95 / 1.99	3.19 / 2.43
75th Percentile	-5.25 / -3.00	1.58 / 2.29	-0.61 / -1.95	0.96 / 0.53	1.20 / 1.71	1.31 / 2.16
95th Percentile	-9.21 / -3.53	-4.17 / 1.20	-3.98 / -2.73	-0.90 / 0.14	-0.64 / 1.43	0.08 / 1.78
Observations	85 / 135	85 / 135	84 / 135	80 / 126	73 / 121	62 / 112

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Amundi MSFI Fund

For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

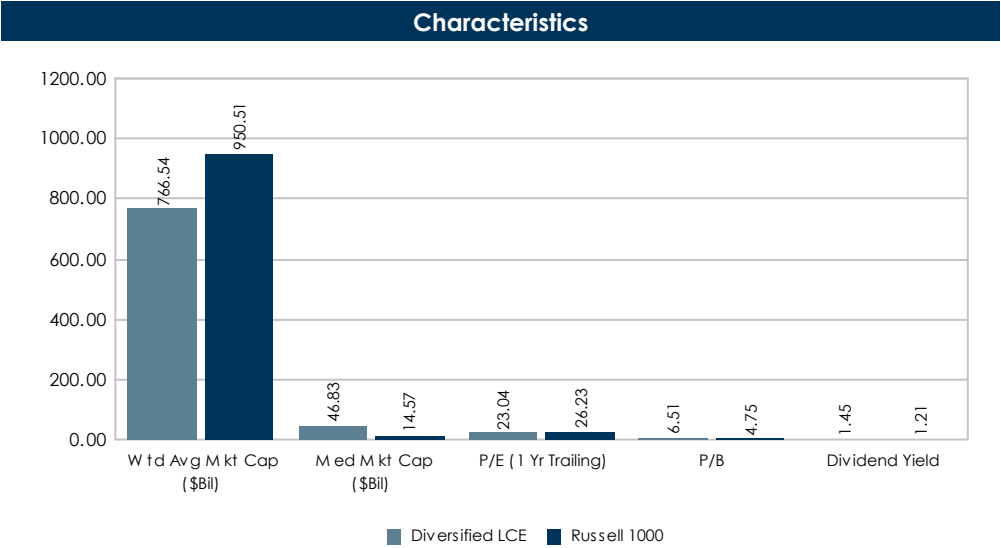
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">■ Strategy Large Cap US Equity■ Manager StateStreet, Hotchkis & Wiley, & Atlanta Capital■ Vehicle Non-Mutual Commingled■ Benchmark Russell 1000■ Performance Inception Date October 2017■ Fees Manager Fee - 27 bps; Admin Fee - 14.5 bps■ Total Expenses Approximately 43 bps	<ul style="list-style-type: none">■ Minimum initial investment \$50,000■ Minimum subsequent investments \$5,000■ Minimum redemption \$5,000■ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.■ The Portfolio is valued on the last business day of the month.■ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">■ Invests in large cap US stocks that are diversified by industry and sector.■ Outperform the Russell 1000 over a complete market cycle (usually 3 to 5 years).■ Rank above median in a relevant peer group universe.■ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.			
		FYTD	1 Year
	Beginning Market Value	300,035	266,184
	Net Additions	5,164	-9,006
	Return on Investment	2,194	50,215
	Ending Market Value	307,392	307,392

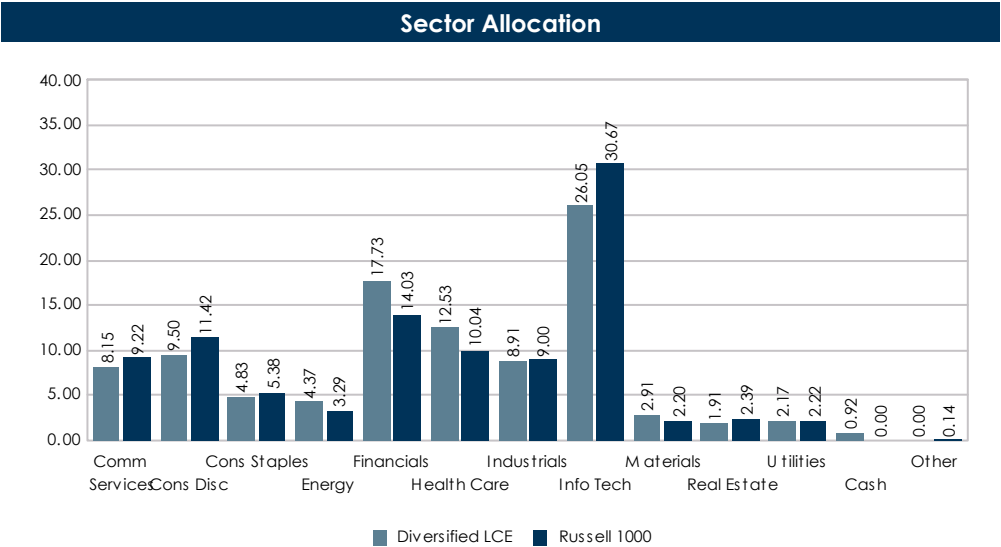
FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Diversified LCE	307,392	100.00
SSgA S&P 500 Index	183,687	59.76
Hotchkis & Wiley Diversified Value	61,941	20.15
Atlanta Capital High Quality Growth	61,764	20.09



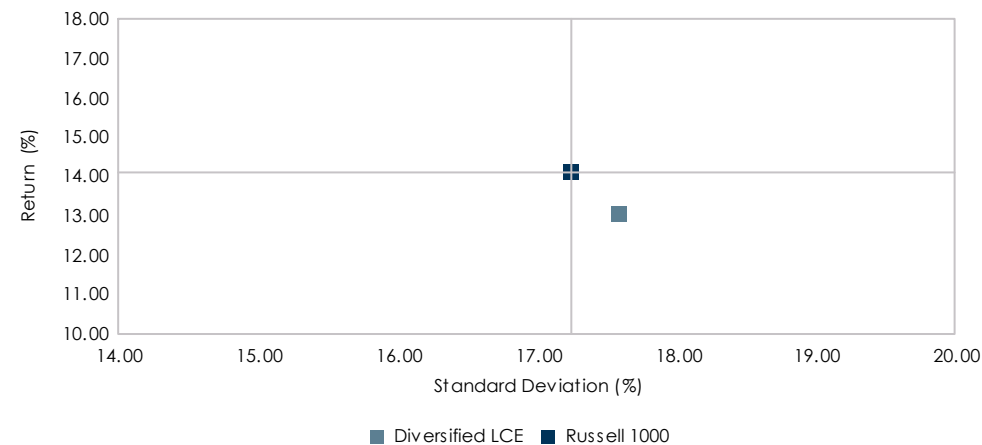
Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	300,035	266,184
Net Additions	5,164	-9,006
Return on Investment	2,194	50,215
Ending Market Value	307,392	307,392



FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Oct 2017



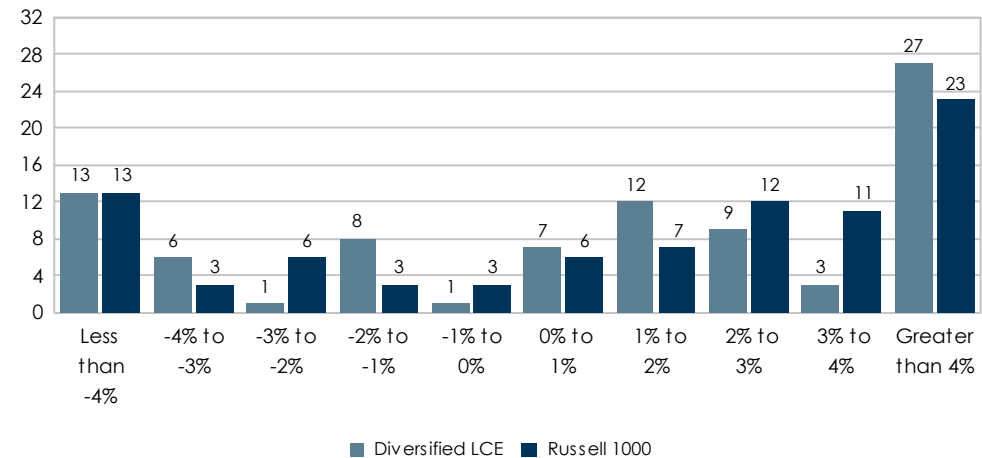
Portfolio Statistics Since Oct 2017

	Diversified LCE	Russell 1000
Return (%)	13.04	14.08
Standard Deviation (%)	17.60	17.25
Sharpe Ratio	0.61	0.68

Benchmark Relative Statistics

Beta	1.01
R Squared (%)	97.72
Alpha (%)	-0.98
Tracking Error (%)	2.66
Batting Average (%)	44.83
Up Capture (%)	96.14
Down Capture (%)	99.74

Return Histogram Since Oct 2017

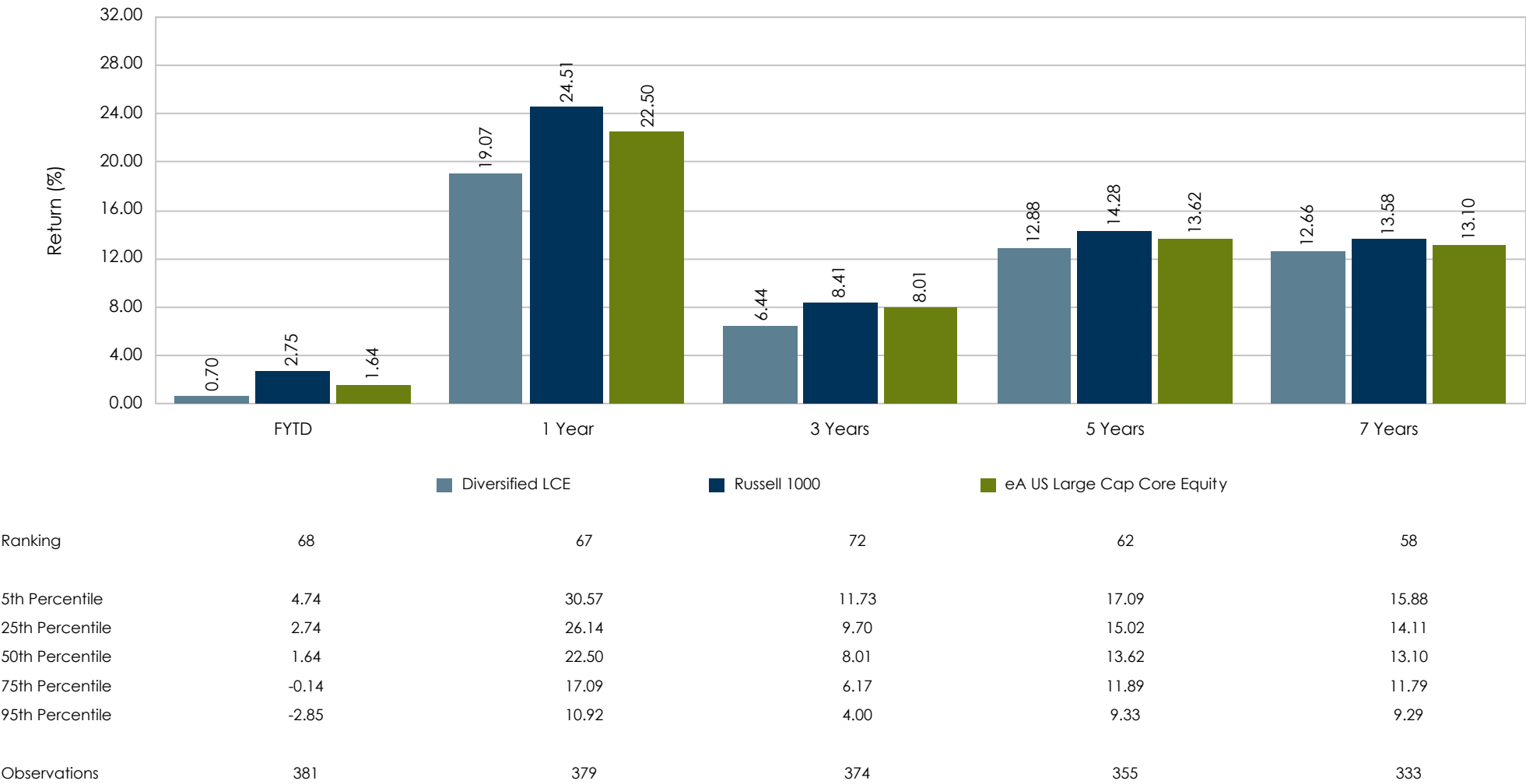


Return Analysis Since Oct 2017

	Diversified LCE	Russell 1000
Number of Months	87	87
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	58	59
Number of Negative Months	29	28
% of Positive Months	66.67	67.82

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMlVT Diversified Large Cap Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

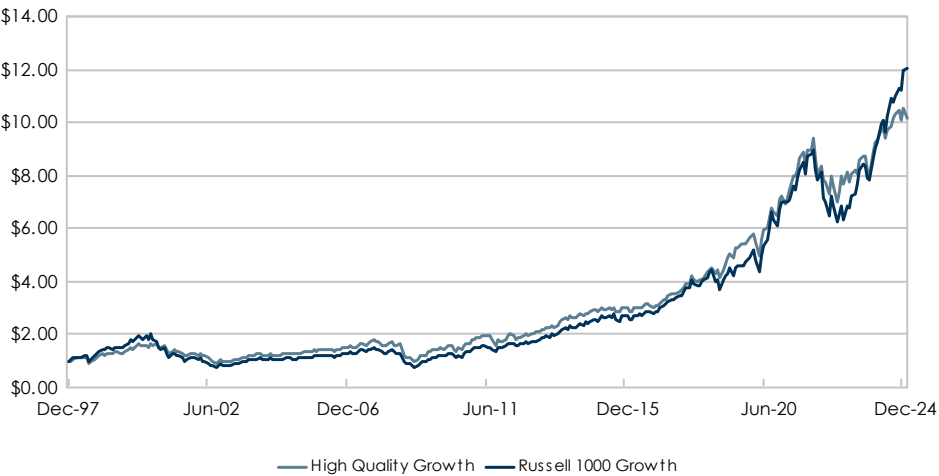
Investment Guidelines**Diversified Large Cap Equity Portfolio***For the Periods Ending December 31, 2024*

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Com
SSgA S&P 500 Index	60.0%	50% - 70%	59.76%	Yes	
Atlanta Capital High Quality Growth	20.0%	10% - 30%	20.09%	Yes	
Hotchkis & Wiley Diversified Value	20.0%	10% - 30%	20.15%	Yes	
Allocation	Max. %		Actual Portfolio	Within Guidelines?	Com
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%		0.92%	Yes	
The portfolio shall not own private placements, unregistered or registered stock, options, futures, or commodities, nor participate in margin trading.	N/A		N/A	Yes	

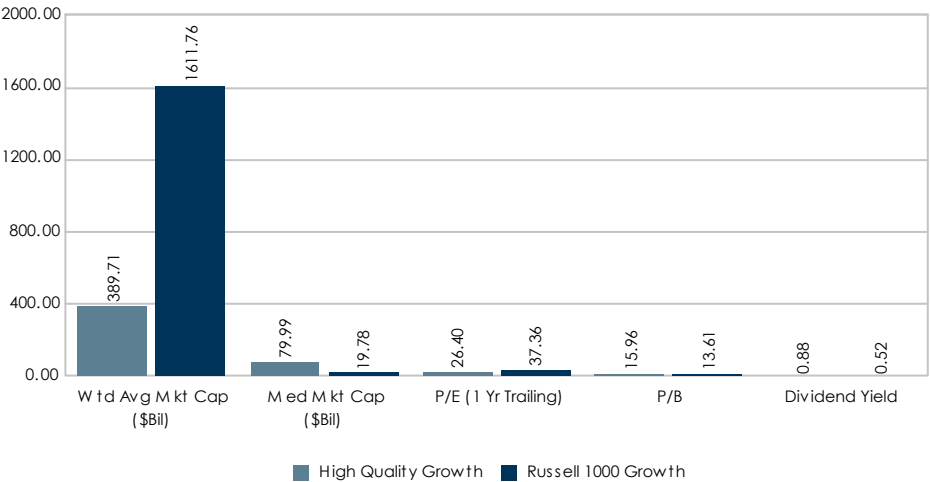
Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024

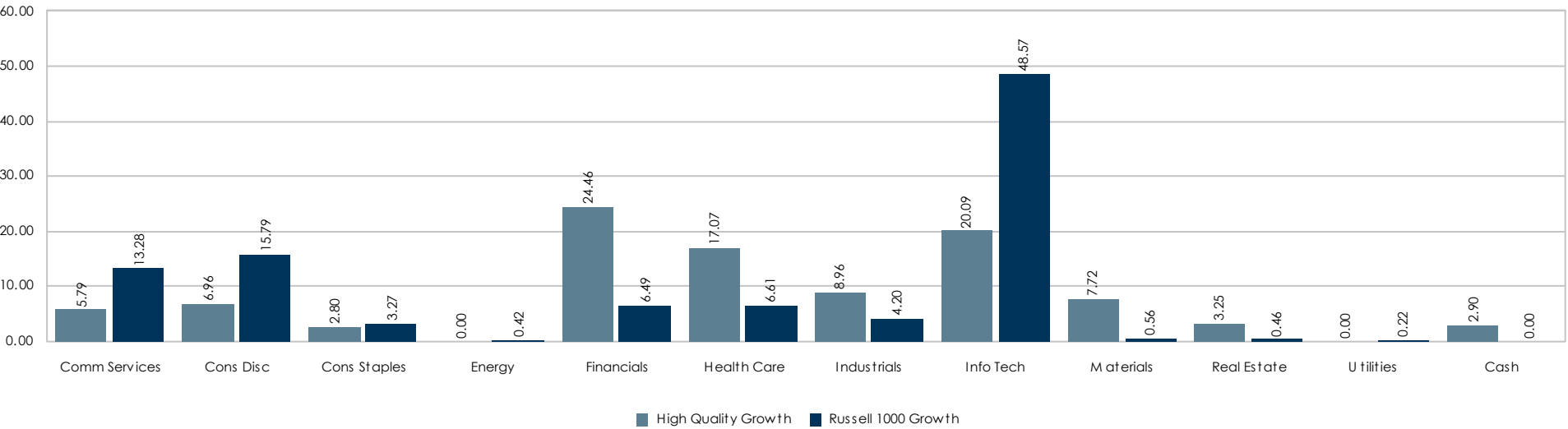
Growth of a Dollar



Characteristics



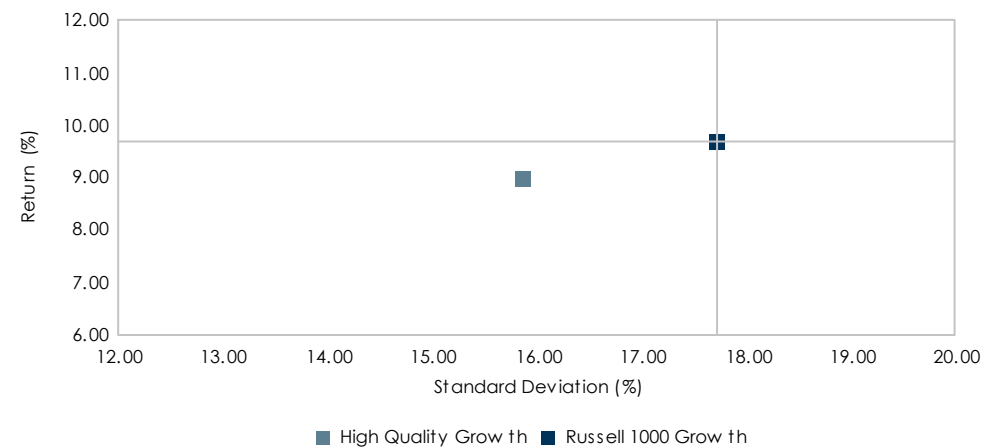
Sector Allocation



Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024

Risk / Return Since Jan 1998



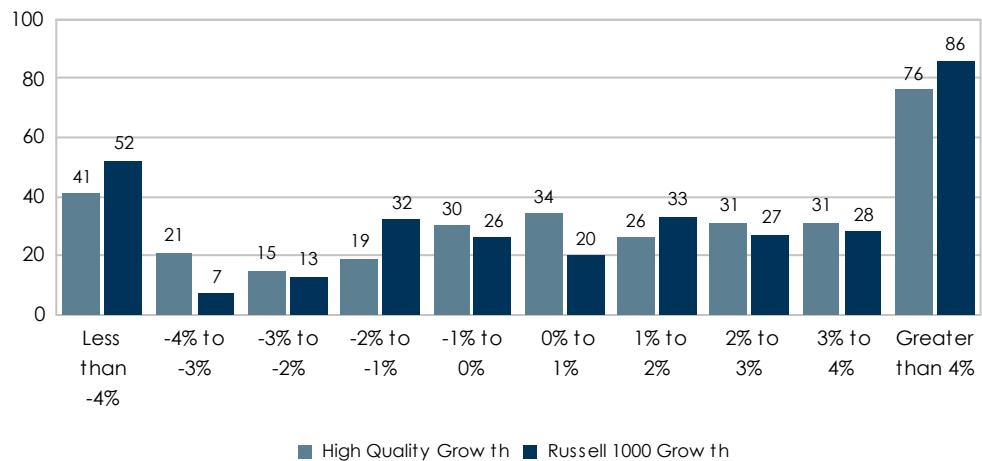
Portfolio Statistics Since Jan 1998

	High Quality Growth	Russell 1000 Growth
Return (%)	8.97	9.67
Standard Deviation (%)	15.86	17.72
Sharpe Ratio	0.44	0.43

Benchmark Relative Statistics

Beta	0.83
R Squared (%)	86.78
Alpha (%)	0.84
Tracking Error (%)	6.48
Batting Average (%)	44.44
Up Capture (%)	83.62
Down Capture (%)	86.73

Return Histogram Since Jan 1998

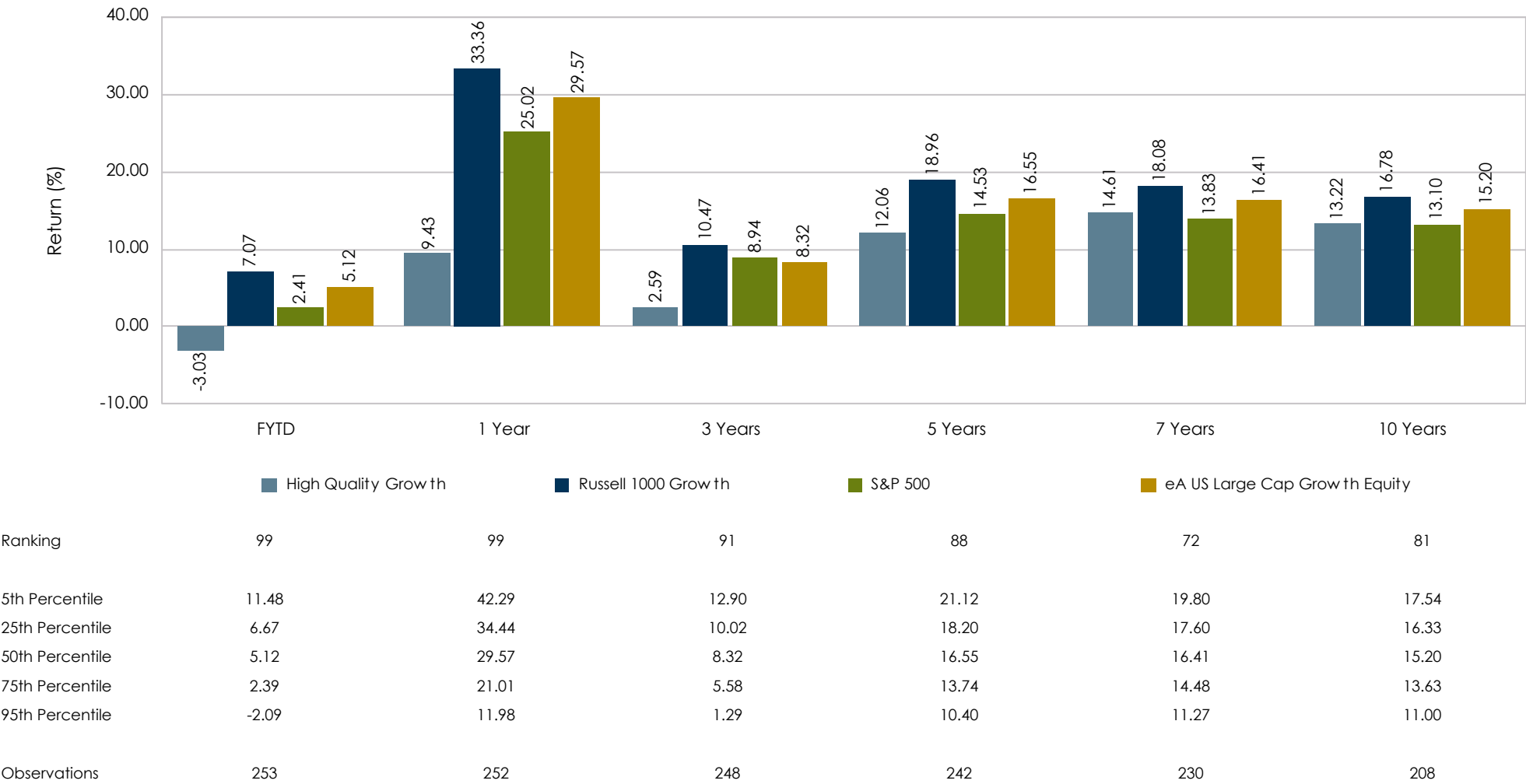


Return Analysis Since Jan 1998

	High Quality Growth	Russell 1000 Growth
Number of Months	324	324
Highest Monthly Return (%)	13.30	14.80
Lowest Monthly Return (%)	-17.56	-17.61
Number of Positive Months	198	194
Number of Negative Months	126	130
% of Positive Months	61.11	59.88

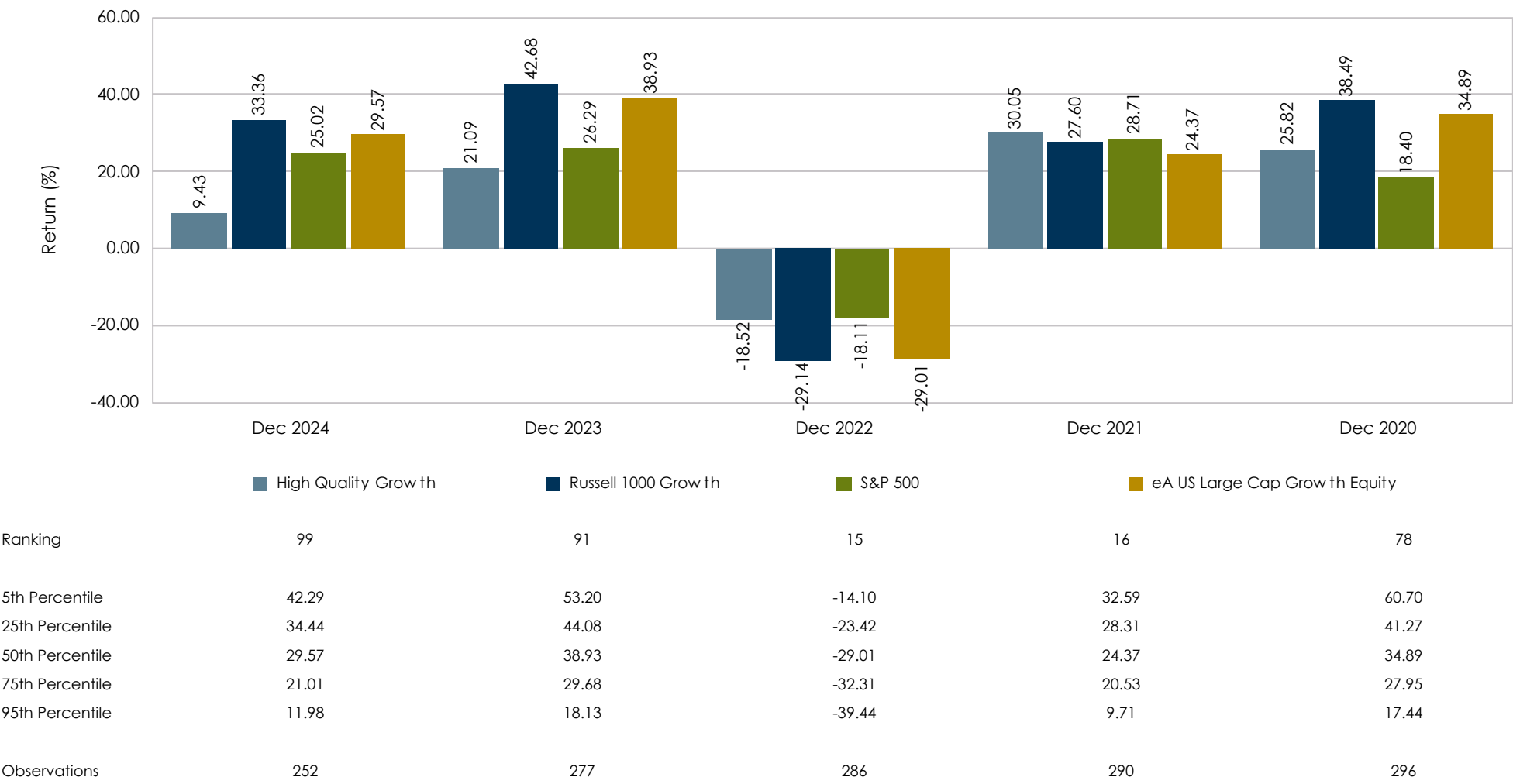
Atlanta Capital High Quality Growth

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Atlanta Capital High Quality Growth
For the One Year Periods Ending December



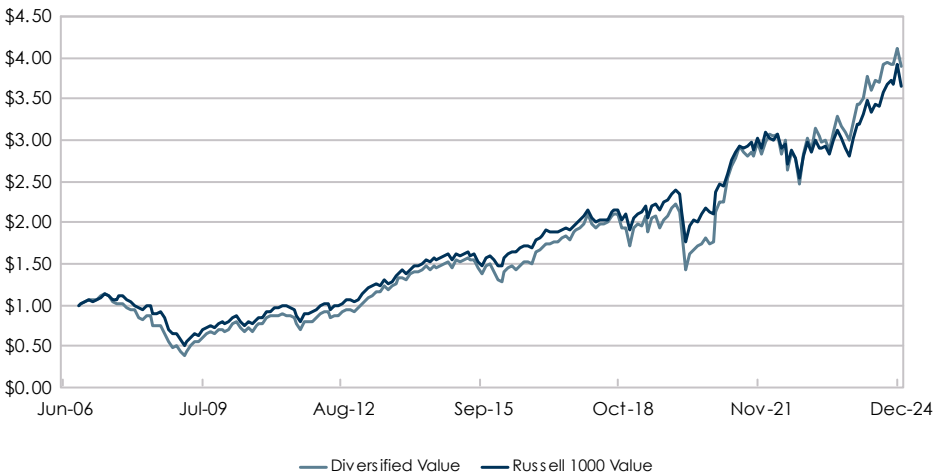
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines
Atlanta Capital High Quality Growth
For the Periods Ending December 31, 2024

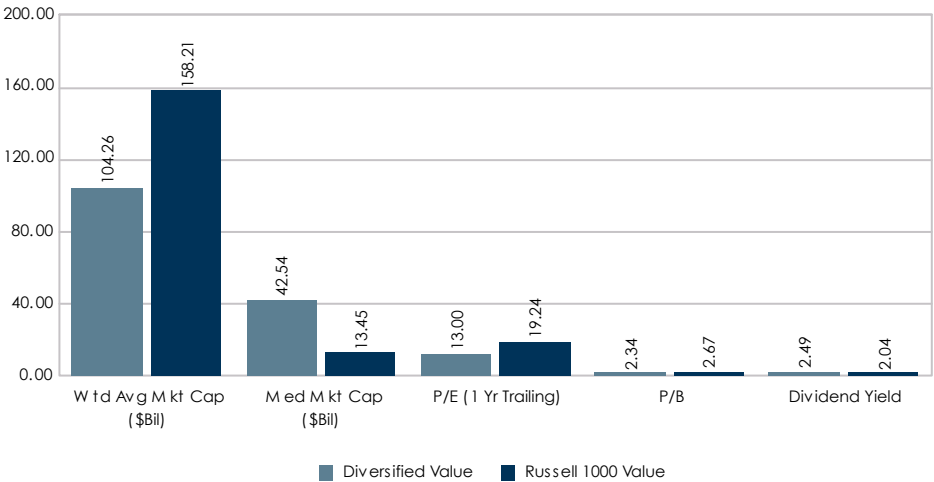
Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector as defined by the Standard & Poor's GICS.				
Communication Services	30.00%	5.79%	Yes	
Consumer Discretionary	30.00%	6.96%	Yes	
Consumer Staples	30.00%	2.80%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	24.46%	Yes	
Health Care	30.00%	17.07%	Yes	
Industrials	30.00%	8.96%	Yes	
Information Technology	30.00%	20.09%	Yes	
Materials	30.00%	7.72%	Yes	
Real Estate	30.00%	3.25%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	2.90%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.0%	4.92%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.0%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.0%	0.00%	Yes	
Maximum of 20% of the Portfolio, valued at market, may be invested in ADRs and common stocks of corporations organized under the laws of any country other than the United States, which are traded primarily on a US stock exchange.	20.0%	5.60%	Yes	

Hotchkis & Wiley Diversified Value
For the Periods Ending December 31, 2024

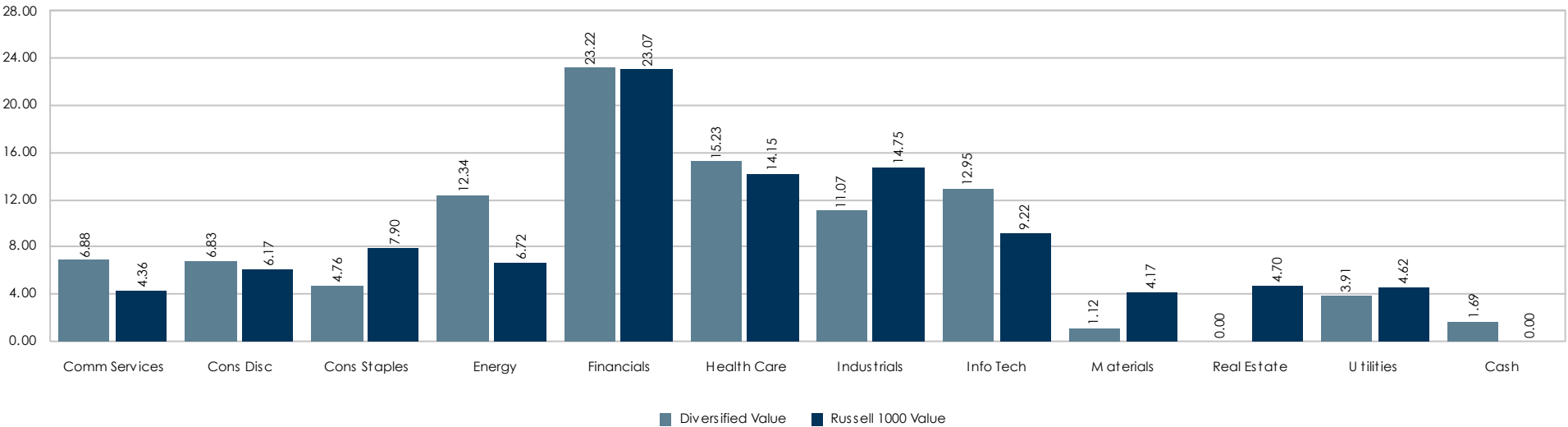
Growth of a Dollar



Characteristics



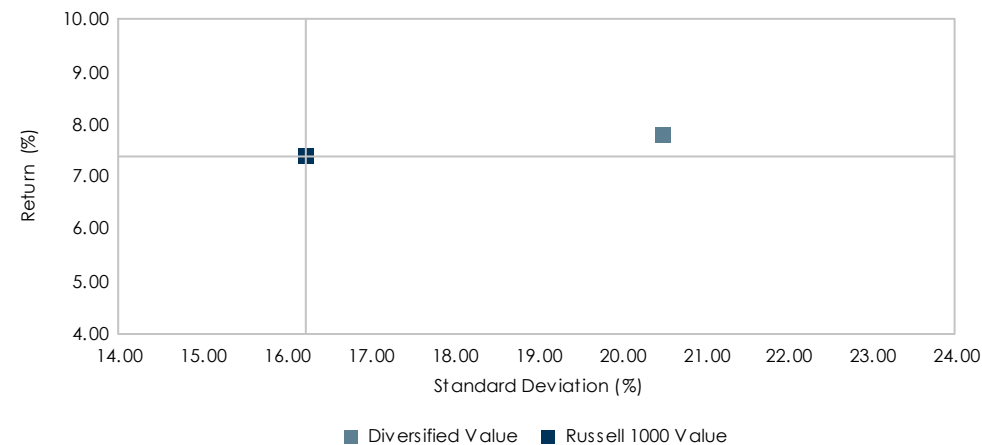
Sector Allocation



Hotchkis & Wiley Diversified Value

For the Periods Ending December 31, 2024

Risk / Return Since Nov 2006



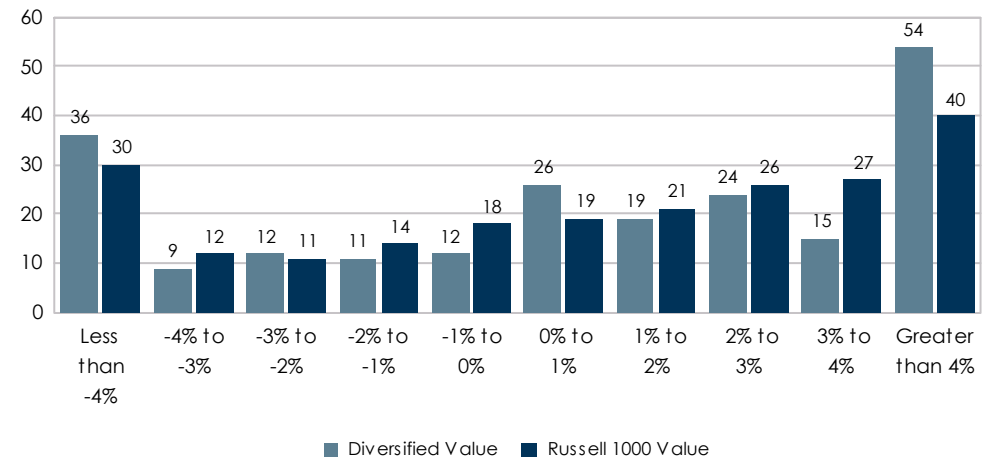
Portfolio Statistics Since Nov 2006

	Diversified Value	Russell 1000 Value
Return (%)	7.78	7.39
Standard Deviation (%)	20.52	16.24
Sharpe Ratio	0.31	0.37

Benchmark Relative Statistics

Beta	1.21
R Squared (%)	91.14
Alpha (%)	-0.59
Tracking Error (%)	6.96
Batting Average (%)	55.50
Up Capture (%)	118.02
Down Capture (%)	113.42

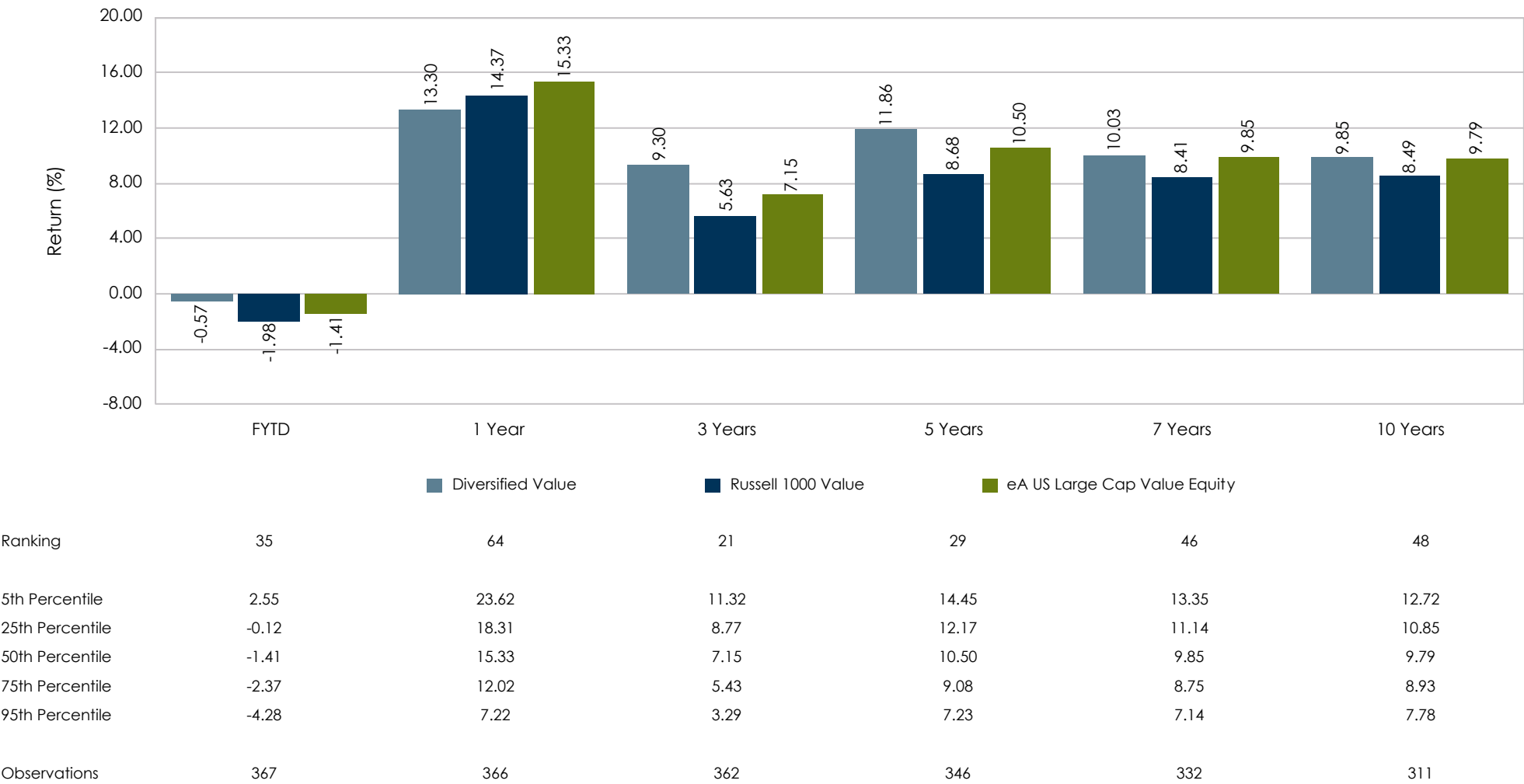
Return Histogram Since Nov 2006



Return Analysis Since Nov 2006

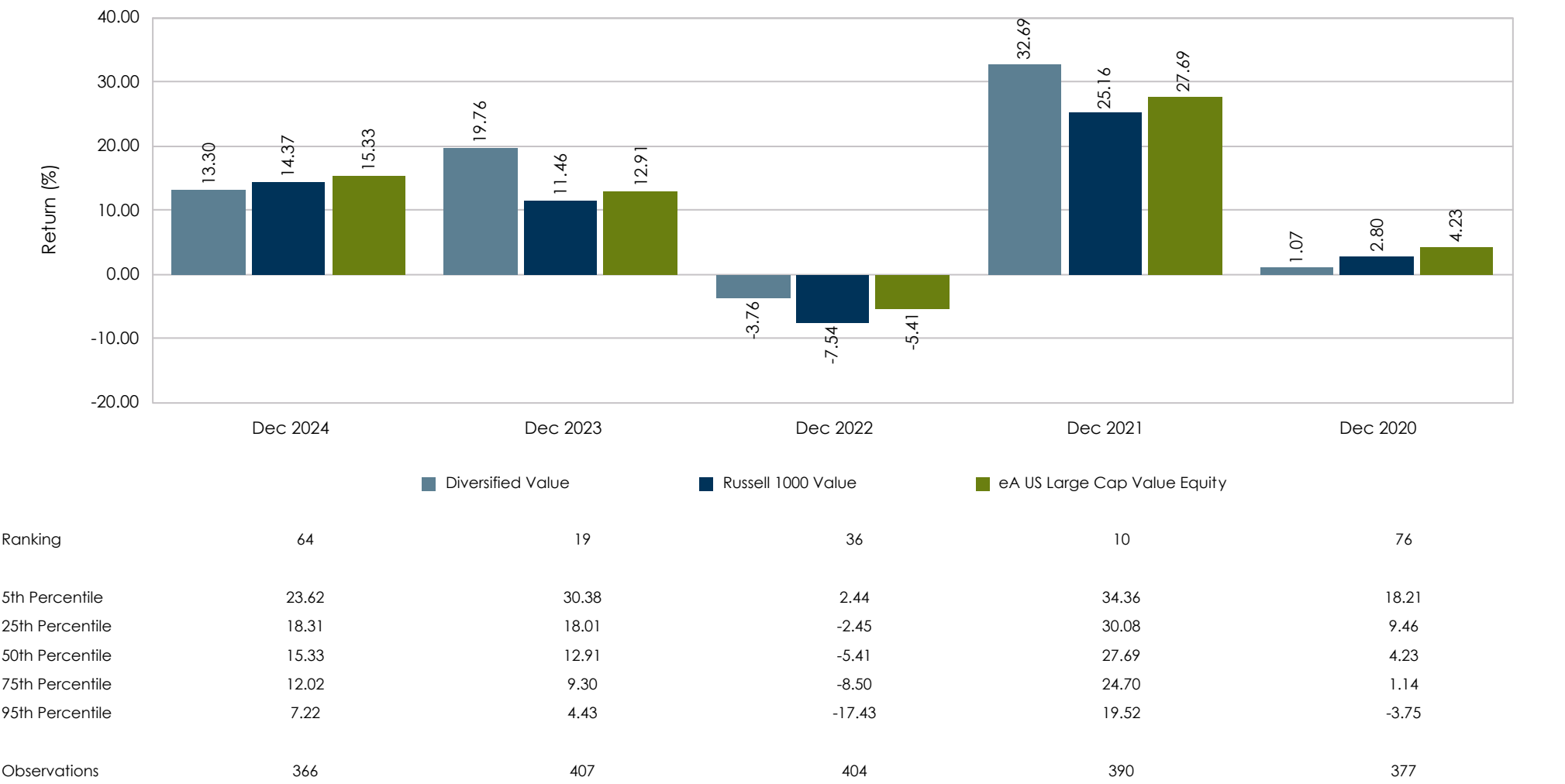
	Diversified Value	Russell 1000 Value
Number of Months	218	218
Highest Monthly Return (%)	20.73	13.45
Lowest Monthly Return (%)	-24.98	-17.31
Number of Positive Months	138	133
Number of Negative Months	80	85
% of Positive Months	63.30	61.01

Hotchkis & Wiley Diversified Value
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Hotchkis & Wiley Diversified Value
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines**Hotchkis & Wiley Diversified Value***For the Periods Ending December 31, 2024*

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 35% for any sector as defined by the Standard & Poor's GICS.				
Communication Services	35.00%	6.88%	Yes	
Consumer Discretionary	35.00%	6.83%	Yes	
Consumer Staples	35.00%	4.76%	Yes	
Energy	35.00%	12.34%	Yes	
Financials	35.00%	23.22%	Yes	
Health Care	35.00%	15.23%	Yes	
Industrials	35.00%	11.07%	Yes	
Information Technology	35.00%	12.95%	Yes	
Materials	35.00%	1.12%	Yes	
Real Estate	35.00%	0.00%	Yes	
Utilities	35.00%	3.91%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	1.69%	Yes	
The portfolio shall not own more than 5% of the outstanding common stock of any individual corporation.	5.0%	N/A	Yes	
A maximum of 7.5% of the portfolio may be invested in the securities of an individual corporation.	7.5%	4.23%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.0%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.0%	0.00%	Yes	
A maximum of 20% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	20.0%	17.87%	Yes	

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

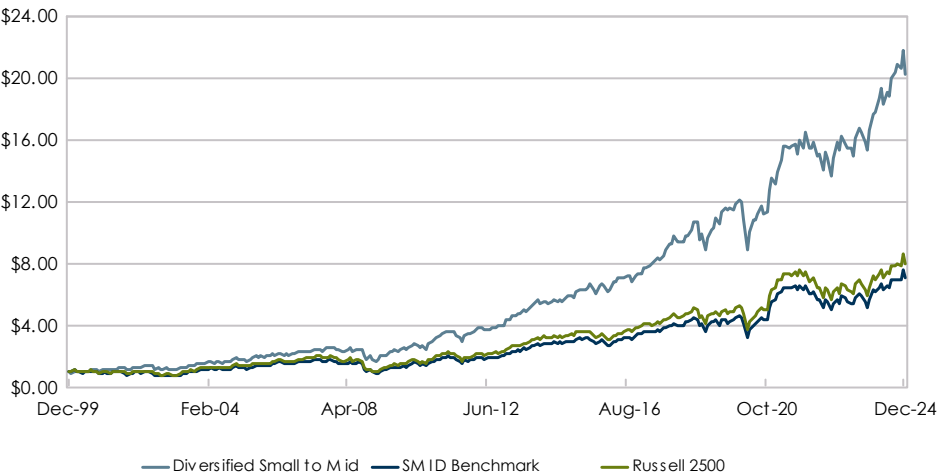
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy Small to Mid (SMID) (Strategy change in 2010)▪ Manager Atlanta Capital Management Company▪ Vehicle Separately Managed Account▪ Benchmark A blend of Russell 2500 and Russell 2000▪ Performance Inception Date January 2000▪ Fees Manager Fee - 45 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 63 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange.▪ Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.			
		FYTD	1 Year
	Beginning Market Value	220,449	198,921
	Net Additions	-343	-12,801
	Return on Investment	-6,190	27,796
	Income	560	2,091
	Gain/Loss	-6,750	25,705
	Ending Market Value	213,916	213,916

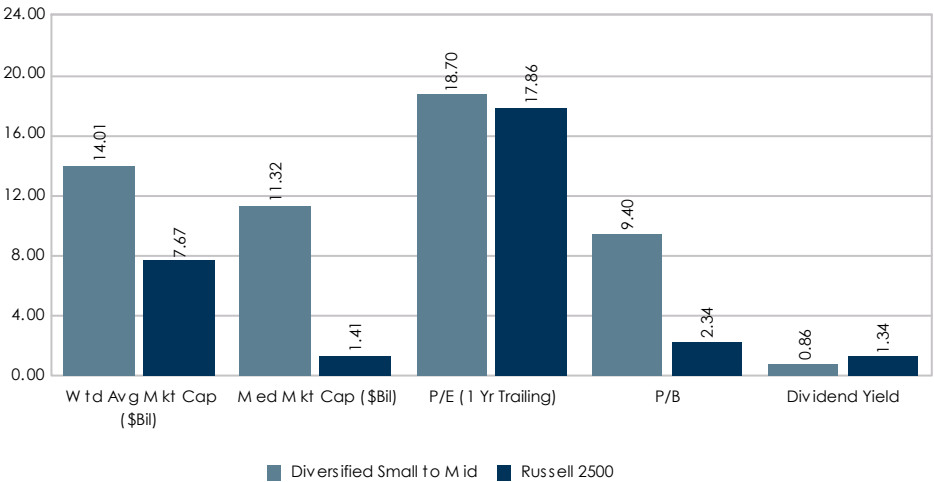
FMLvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

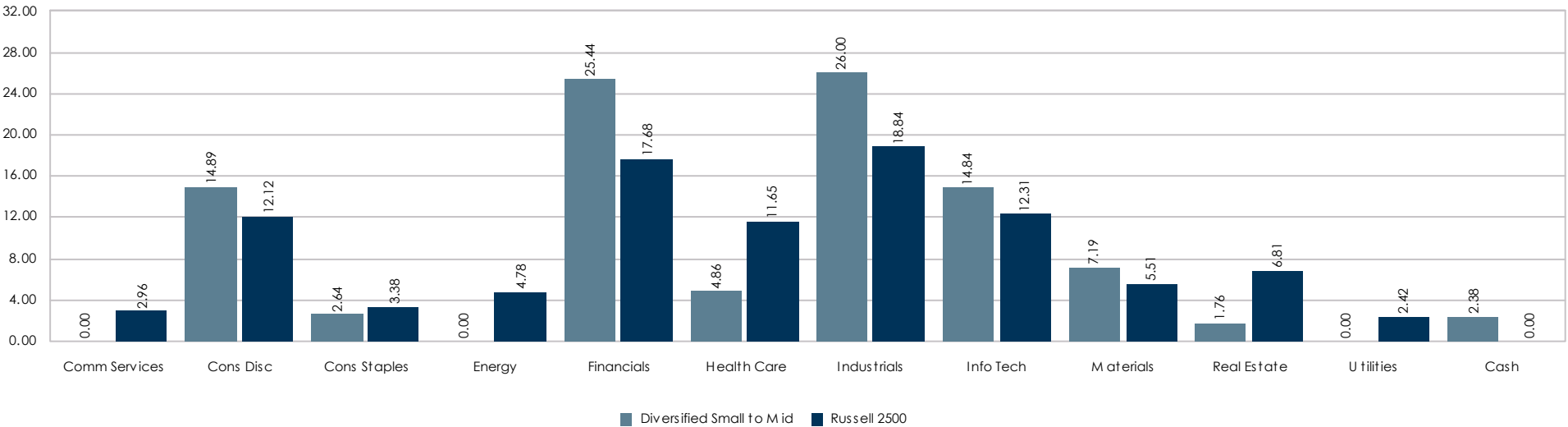
Growth of a Dollar



Characteristics



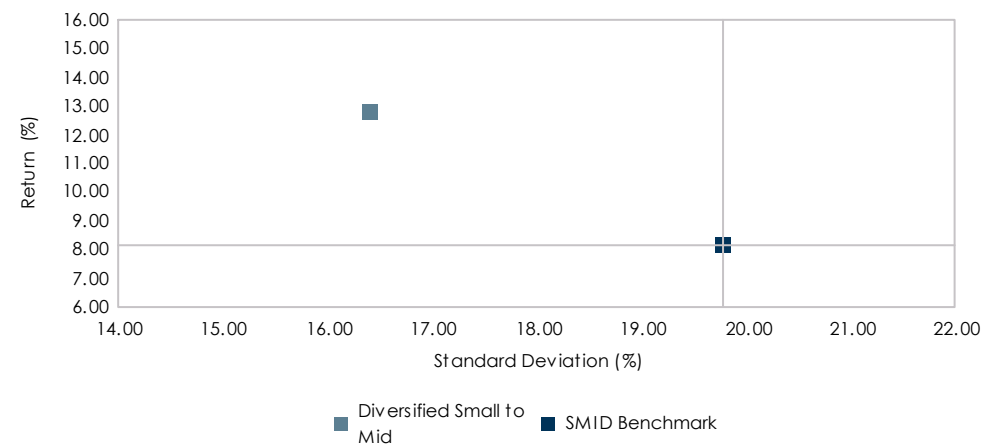
Sector Allocation



FMLvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Jan 2000



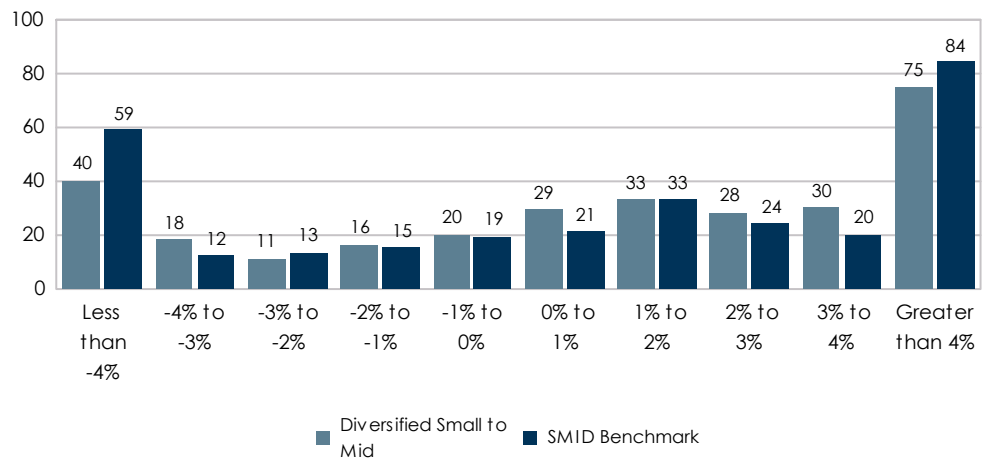
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	12.79	8.13
Standard Deviation (%)	16.41	19.79
Sharpe Ratio	0.67	0.32

Benchmark Relative Statistics

Beta	0.77
R Squared (%)	85.53
Alpha (%)	6.08
Tracking Error (%)	7.76
Batting Average (%)	53.33
Up Capture (%)	85.31
Down Capture (%)	72.15

Return Histogram Since Jan 2000

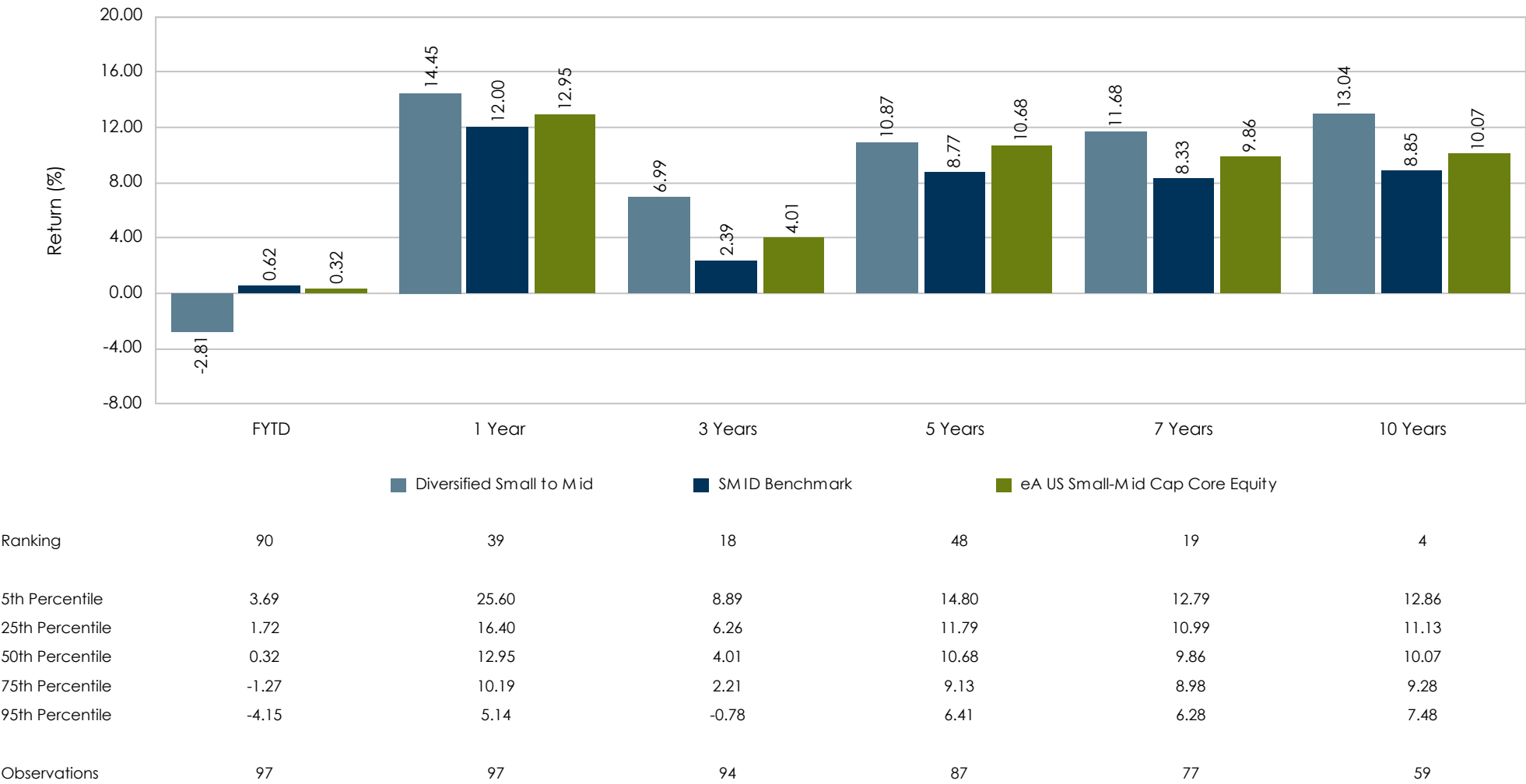


Return Analysis Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Number of Months	300	300
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	195	182
Number of Negative Months	105	118
% of Positive Months	65.00	60.67

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Diversified SMID Cap Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines
Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending December 31, 2024

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	14.89%	Yes	
Consumer Staples	30.00%	2.64%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	25.44%	Yes	
Health Care	30.00%	4.86%	Yes	
Industrials	30.00%	26.00%	Yes	
Information Technology	30.00%	14.84%	Yes	
Materials	30.00%	7.19%	Yes	
Real Estate	30.00%	1.76%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	2.38%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.68%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

FMIVT International Equity Portfolio
For the Periods Ending December 31, 2024

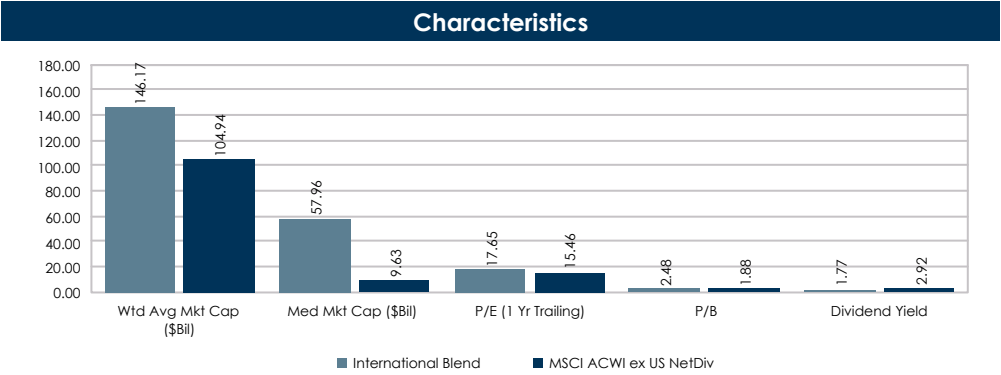
Portfolio Description	Portfolio Information
<ul style="list-style-type: none">▪ Strategy International Equity▪ Manager Ninety One Asset Management and Allspring Global Investments▪ Vehicle Non-Mutual Commingled▪ Benchmark MSCI ACWI ex US▪ Performance Inception Date June 2005 (Manager changes April 2011, October 2014 & October 2017)▪ Fees Manager Fee - 43 bps; Admin Fee - 14.5 bps▪ Total Expenses Approximately 62 bps	<ul style="list-style-type: none">▪ Minimum initial investment \$50,000▪ Minimum subsequent investments \$5,000▪ Minimum redemption \$5,000▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.▪ The Portfolio is valued on the last business day of the month.▪ The Administrator must have advance written notification of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">▪ Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process.▪ Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years).▪ Rank above median in a relevant peer group universe.▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities.			
		FYTD	1 Year
	Beginning Market Value	232,932	204,647
	Net Additions	5,657	7,856
	Return on Investment	-11,382	14,705
	Ending Market Value	227,207	227,207

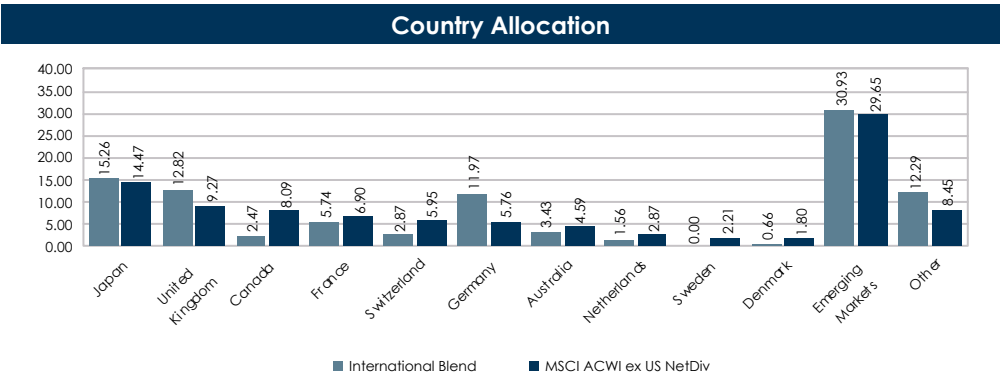
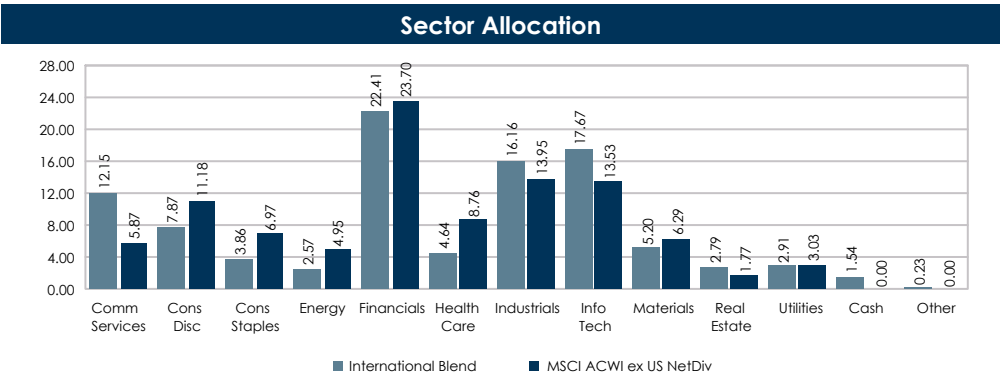
FMlvt International Equity Portfolio

For the Periods Ending December 31, 2024

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total International Blend	227,207	100.00
Ninety One International Equity Fund	210,192	92.51
Allspring EM Large/Mid Cap Eq	17,016	7.49



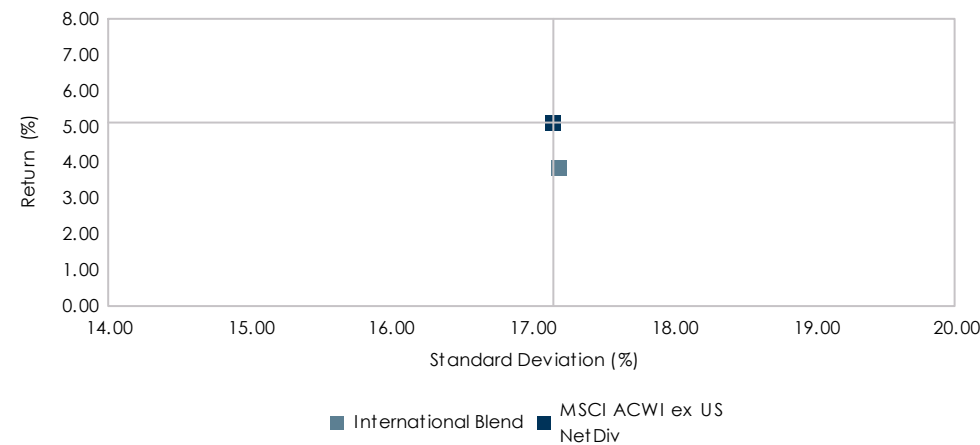
Dollar Growth Summary (\$000s)		
	FYTD	1 Year
Beginning Market Value	232,932	204,647
Net Additions	5,657	7,856
Return on Investment	-11,382	14,705
Ending Market Value	227,207	227,207



FMIVT International Equity Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Jul 2005



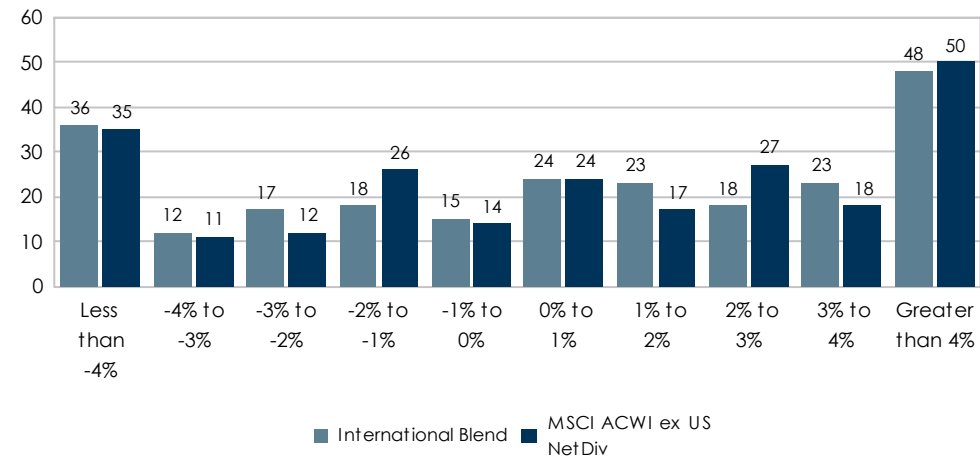
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	3.84	5.10
Standard Deviation (%)	17.19	17.15
Sharpe Ratio	0.13	0.21

Benchmark Relative Statistics

Beta	0.98
R Squared (%)	94.74
Alpha (%)	-1.03
Tracking Error (%)	3.96
Batting Average (%)	47.44
Up Capture (%)	95.20
Down Capture (%)	100.82

Return Histogram Since Jul 2005

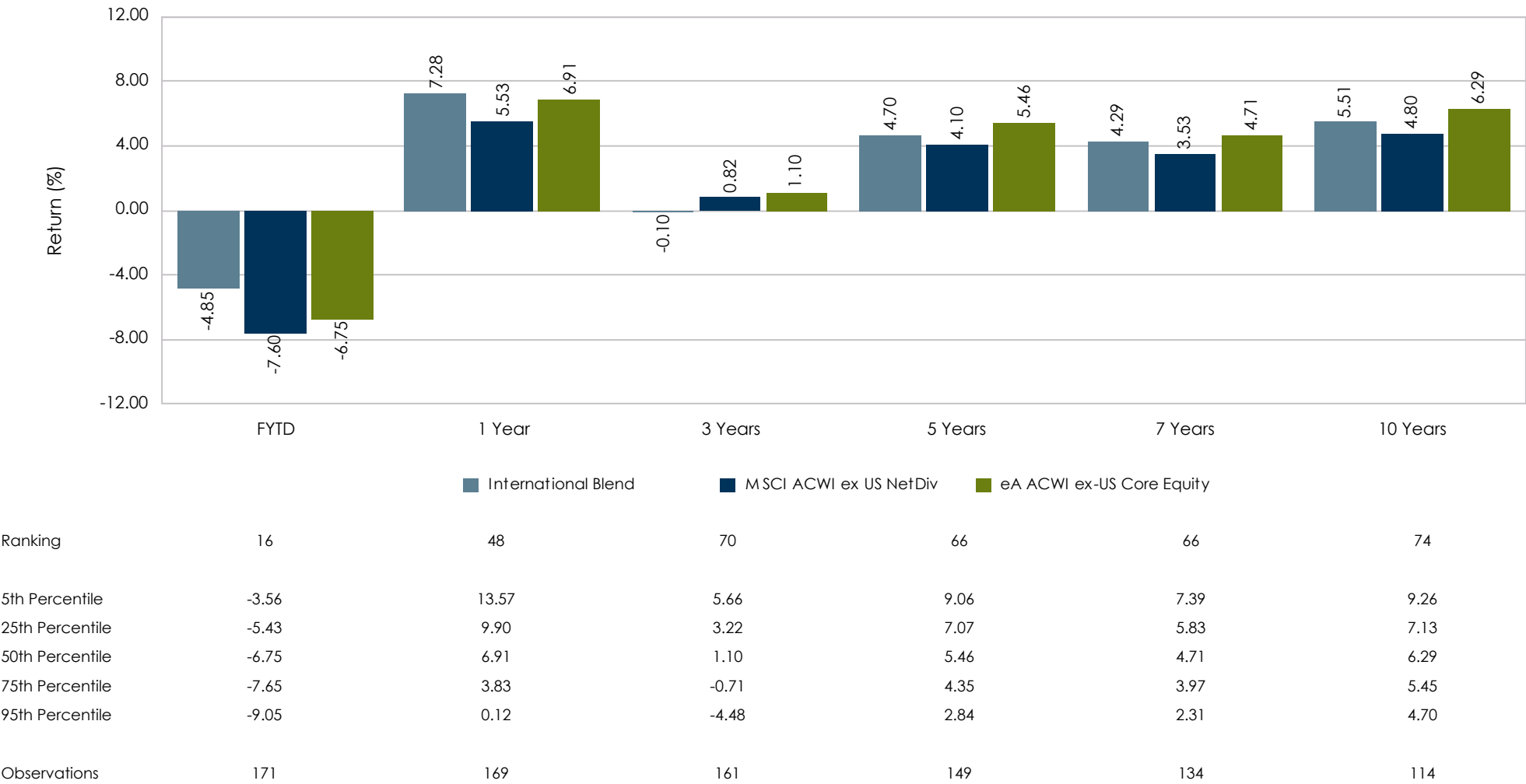


Return Analysis Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Number of Months	234	234
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	136	136
Number of Negative Months	98	98
% of Positive Months	58.12	58.12

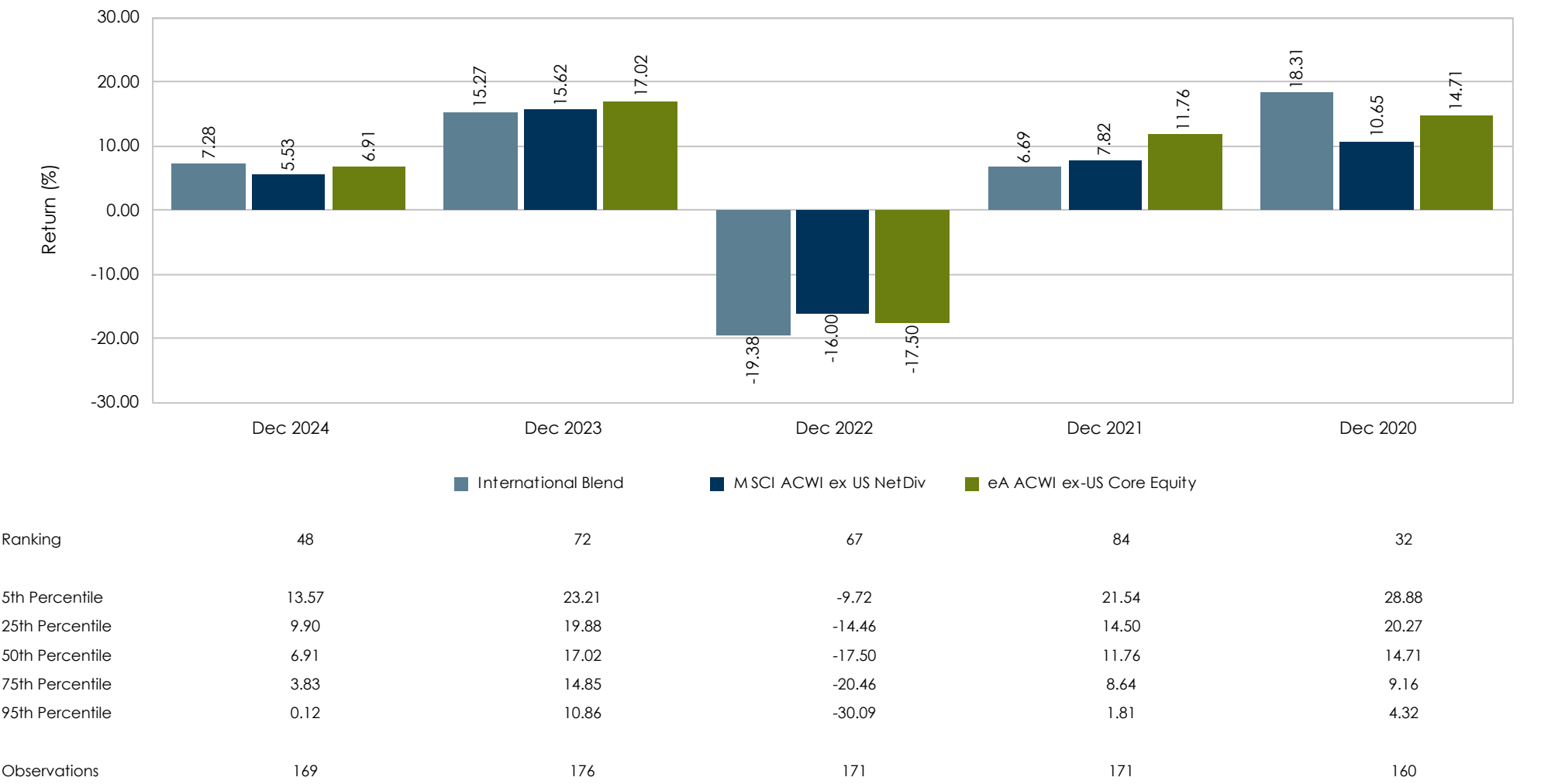
FMIvT International Equity Portfolio

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT International Equity Portfolio
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Investment Guidelines

International Equity Portfolio

For the Periods Ending December 31, 2024

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Com
Ninety One International Equity Fund	90.00%	80% - 100%	92.51%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	7.49%	Yes	
Allocation	Max. %		Actual Portfolio	Within Guidelines?	Com
A maximum of 10% of the portfolio, valued at market, may be invested in cash.		10.0%	1.54%	Yes	

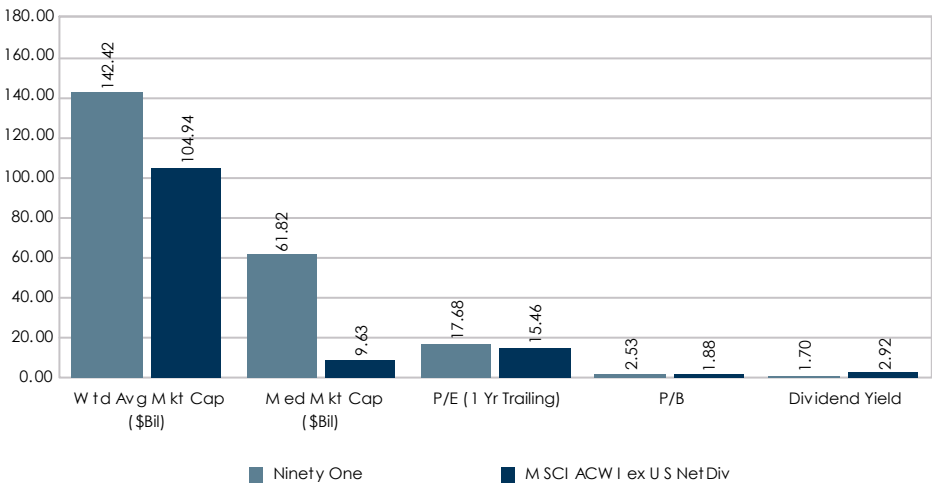
Ninety One International Equity Fund

For the Periods Ending December 31, 2024

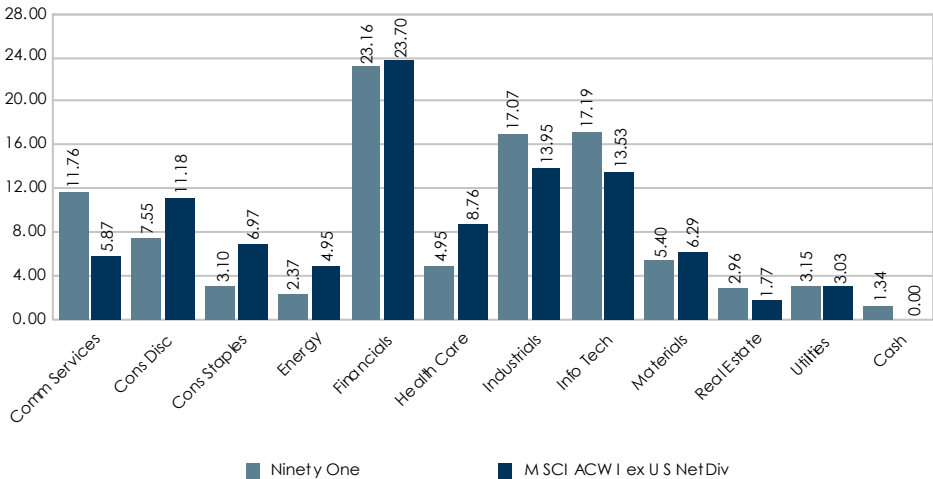
Growth of a Dollar



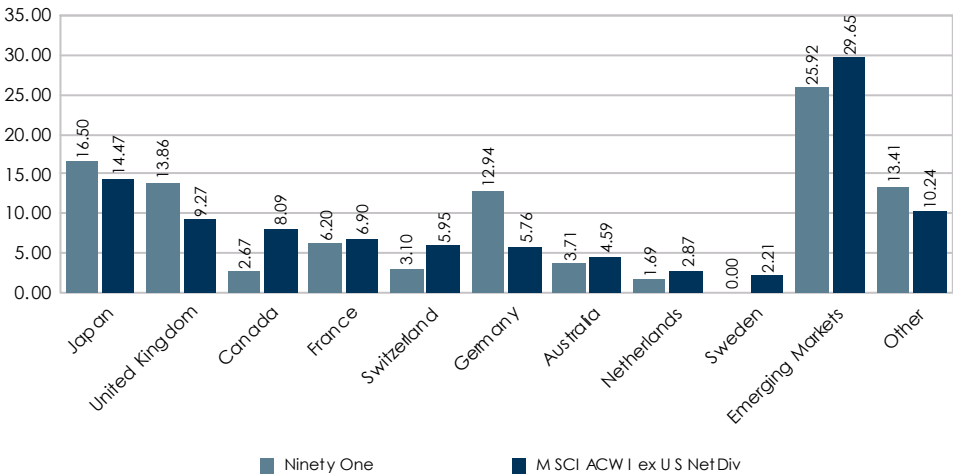
Characteristics



Sector Allocation



Country Allocation

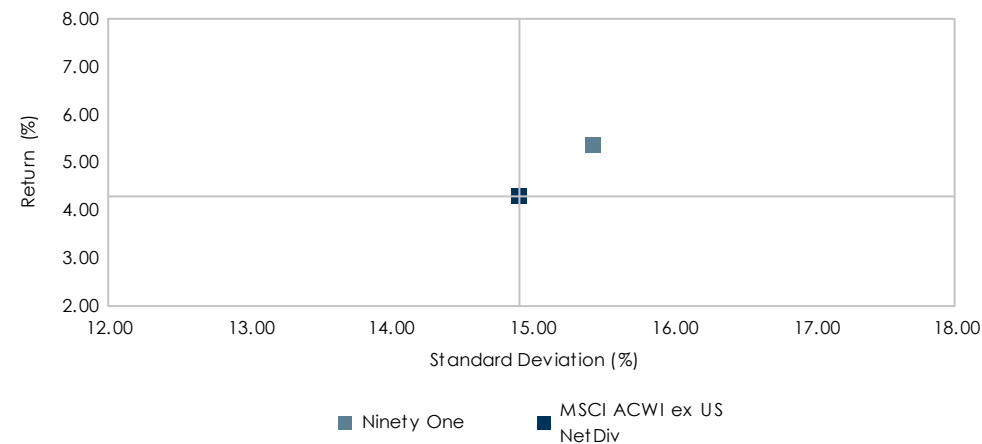


Characteristic and allocation charts represents data of the Investec International Dynamic Equity (Non-Mutual Commingled).

Ninety One International Equity Fund

For the Periods Ending December 31, 2024

Risk / Return Since Oct 2014



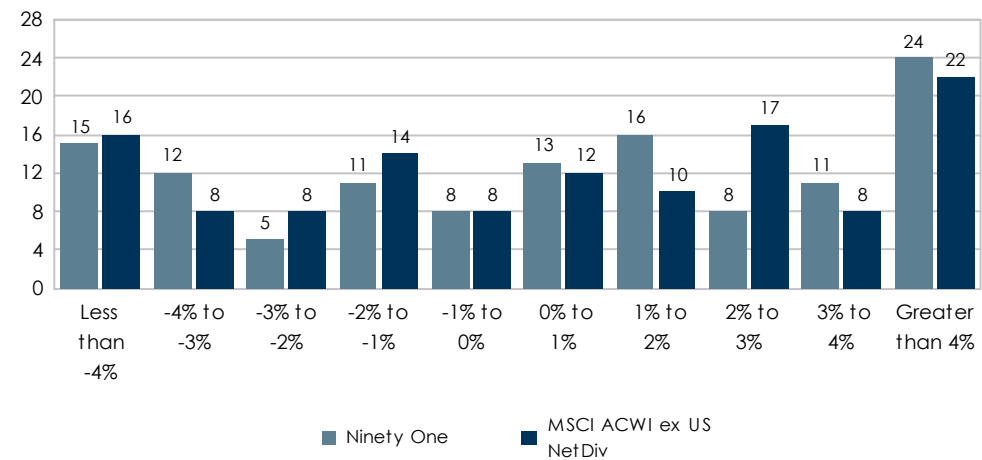
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	5.36	4.28
Standard Deviation (%)	15.43	14.91
Sharpe Ratio	0.24	0.17

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	92.28
Alpha (%)	1.15
Tracking Error (%)	4.29
Batting Average (%)	53.66
Up Capture (%)	101.60
Down Capture (%)	96.70

Return Histogram Since Oct 2014

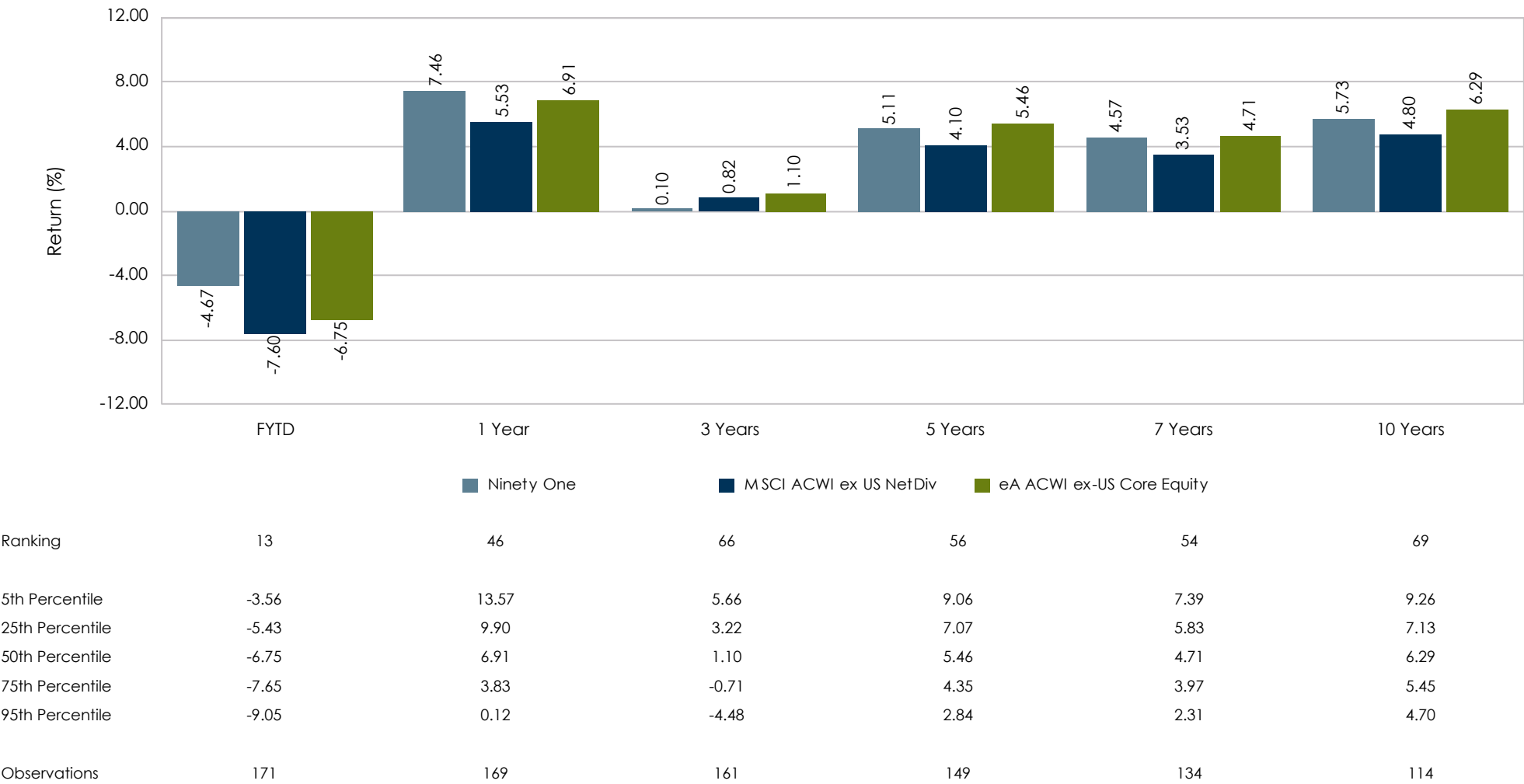


Return Analysis Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	123	123
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	72	69
Number of Negative Months	51	54
% of Positive Months	58.54	56.10

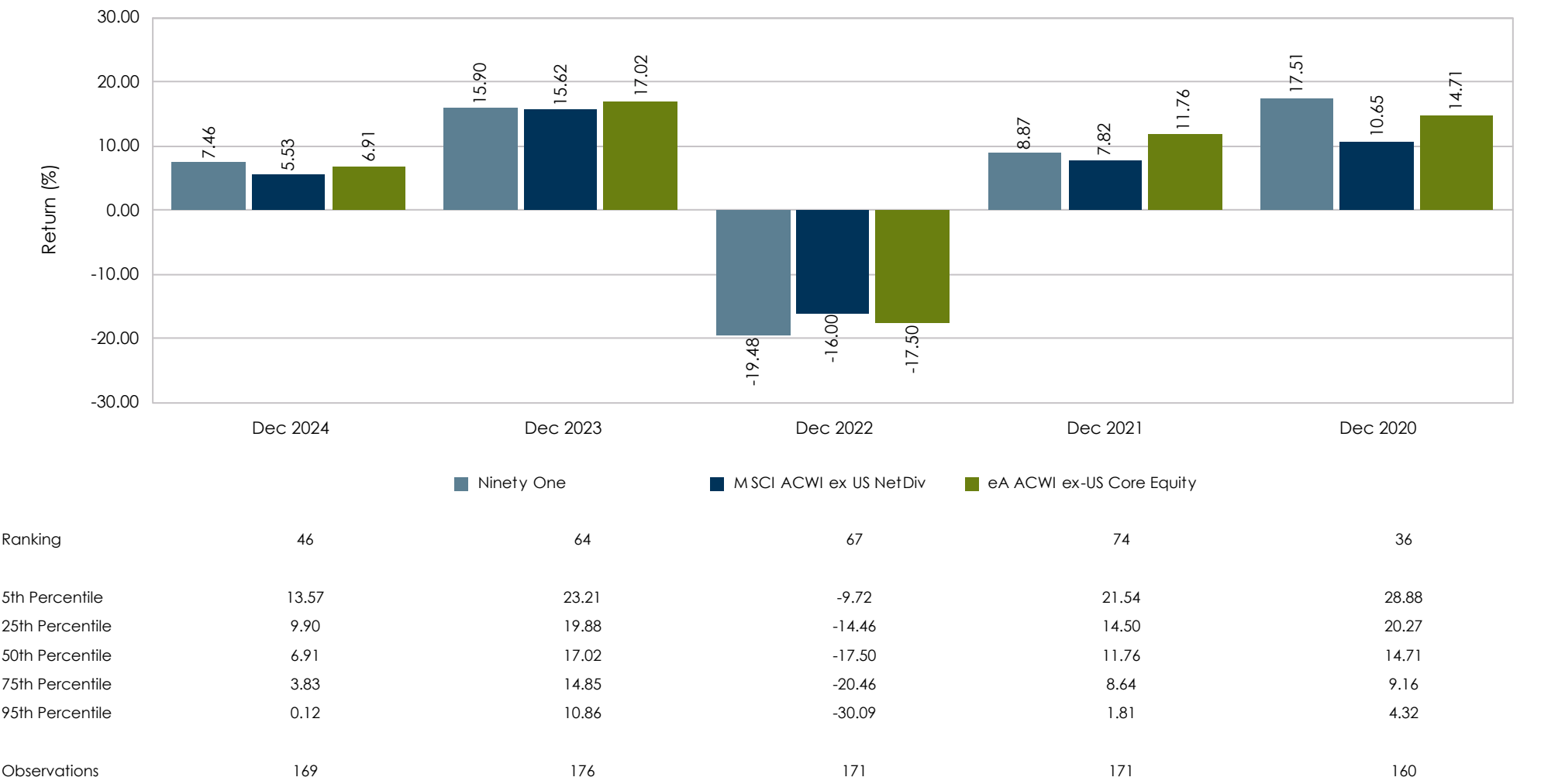
Ninety One International Equity Fund

For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Ninety One International Equity Fund
For the One Year Periods Ending December



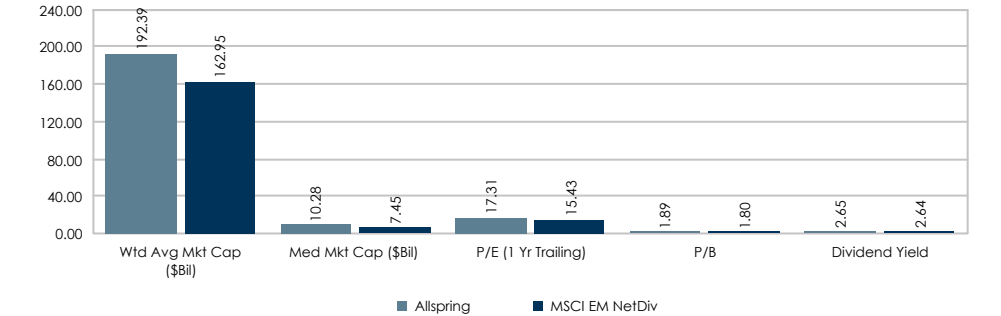
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024

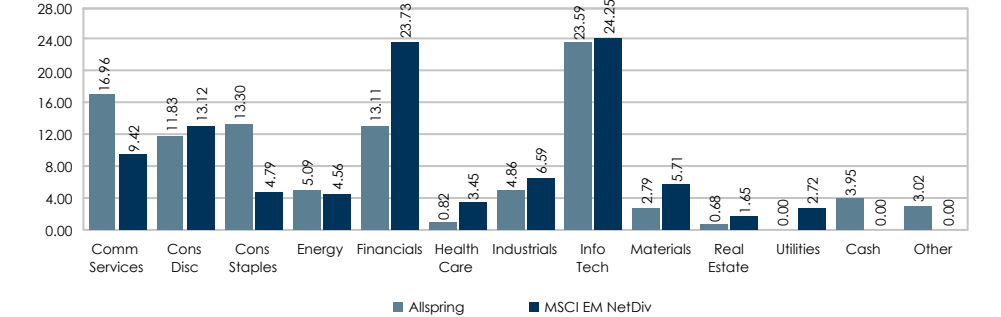
Account Description

- **Strategy** Emerging Markets Equity
- **Vehicle** Non-Mutual Commingled
- **Benchmark** MSCI EM NetDiv
- **Performance Inception Date** November 2017

Characteristics



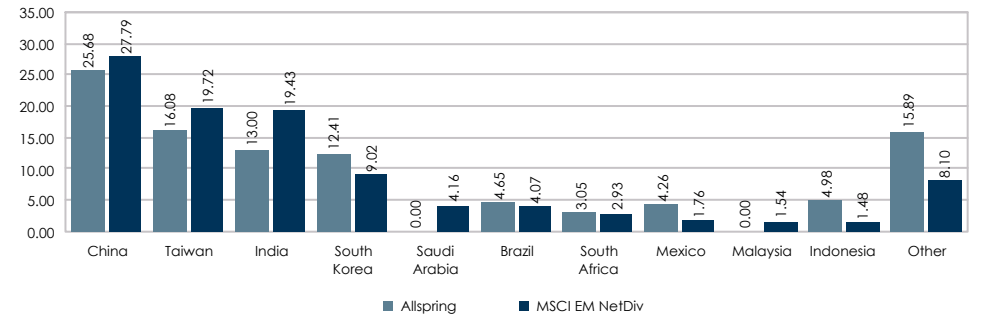
Sector Allocation



Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	18,312	16,212
Net Additions	-2	-6
Return on Investment	-1,295	810
Ending Market Value	17,016	17,016

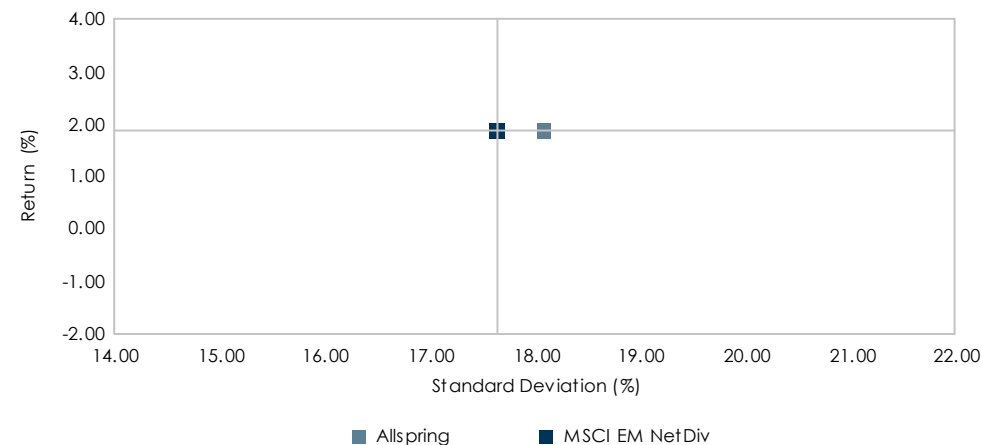
Country Allocation



Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024

Risk / Return Since Nov 2017



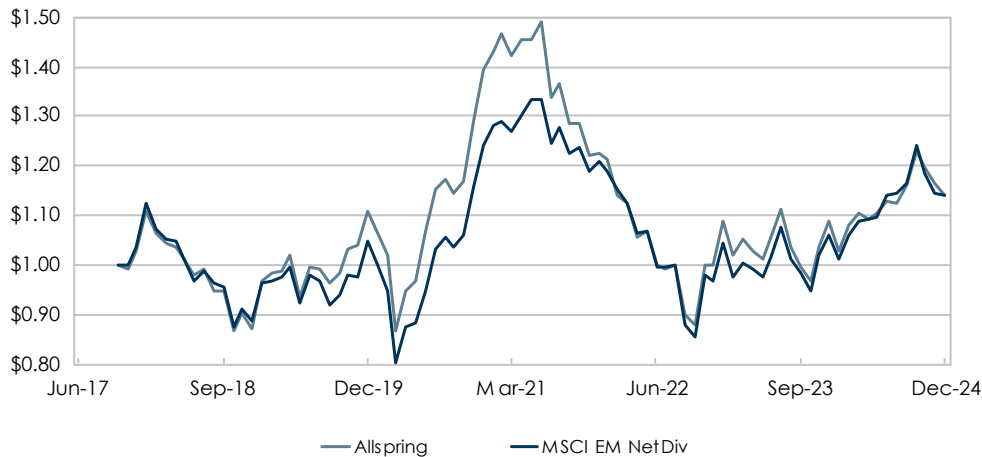
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	1.87	1.87
Standard Deviation (%)	18.09	17.65
Sharpe Ratio	-0.02	-0.02

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	94.84
Alpha (%)	0.08
Tracking Error (%)	4.11
Batting Average (%)	52.33
Up Capture (%)	101.58
Down Capture (%)	101.08

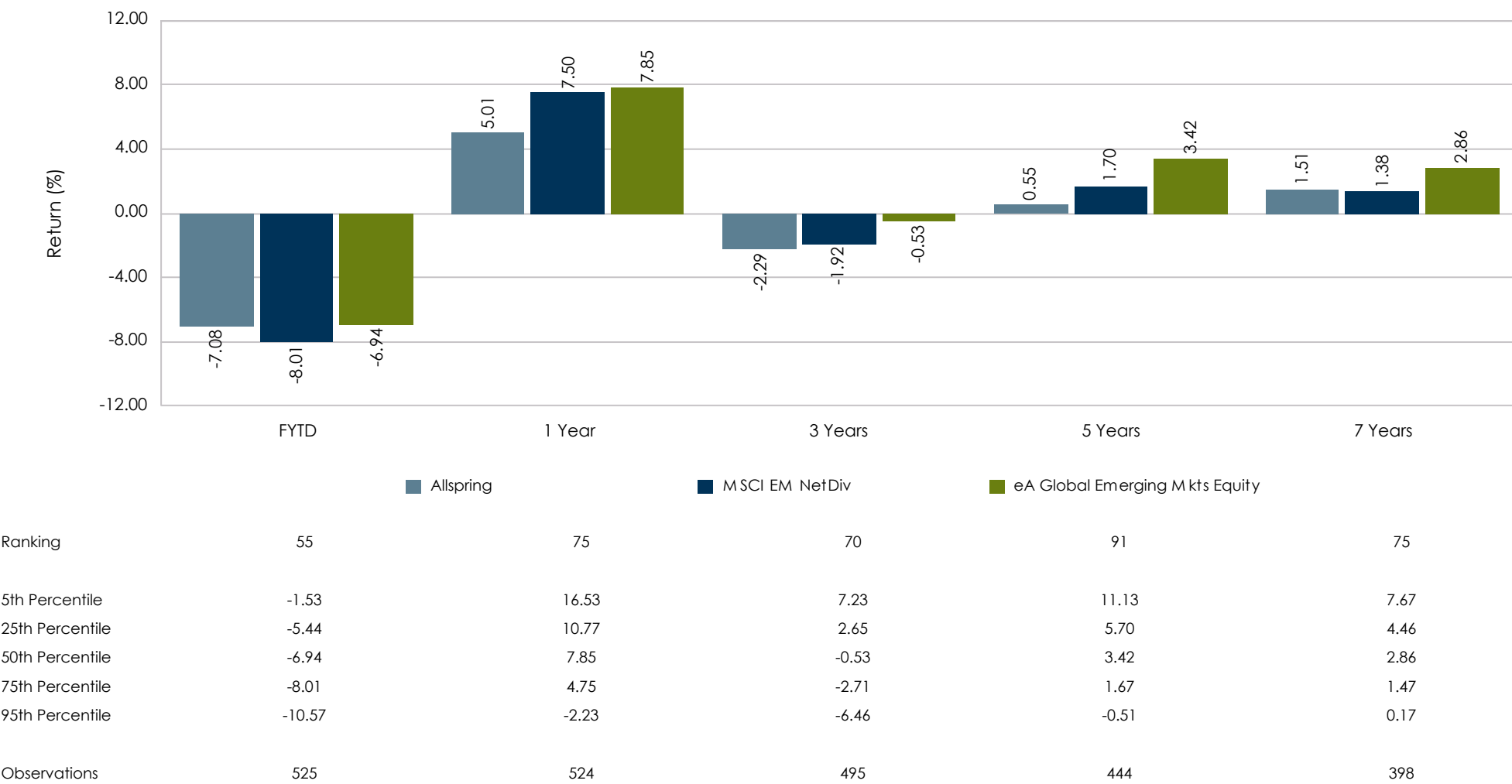
Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

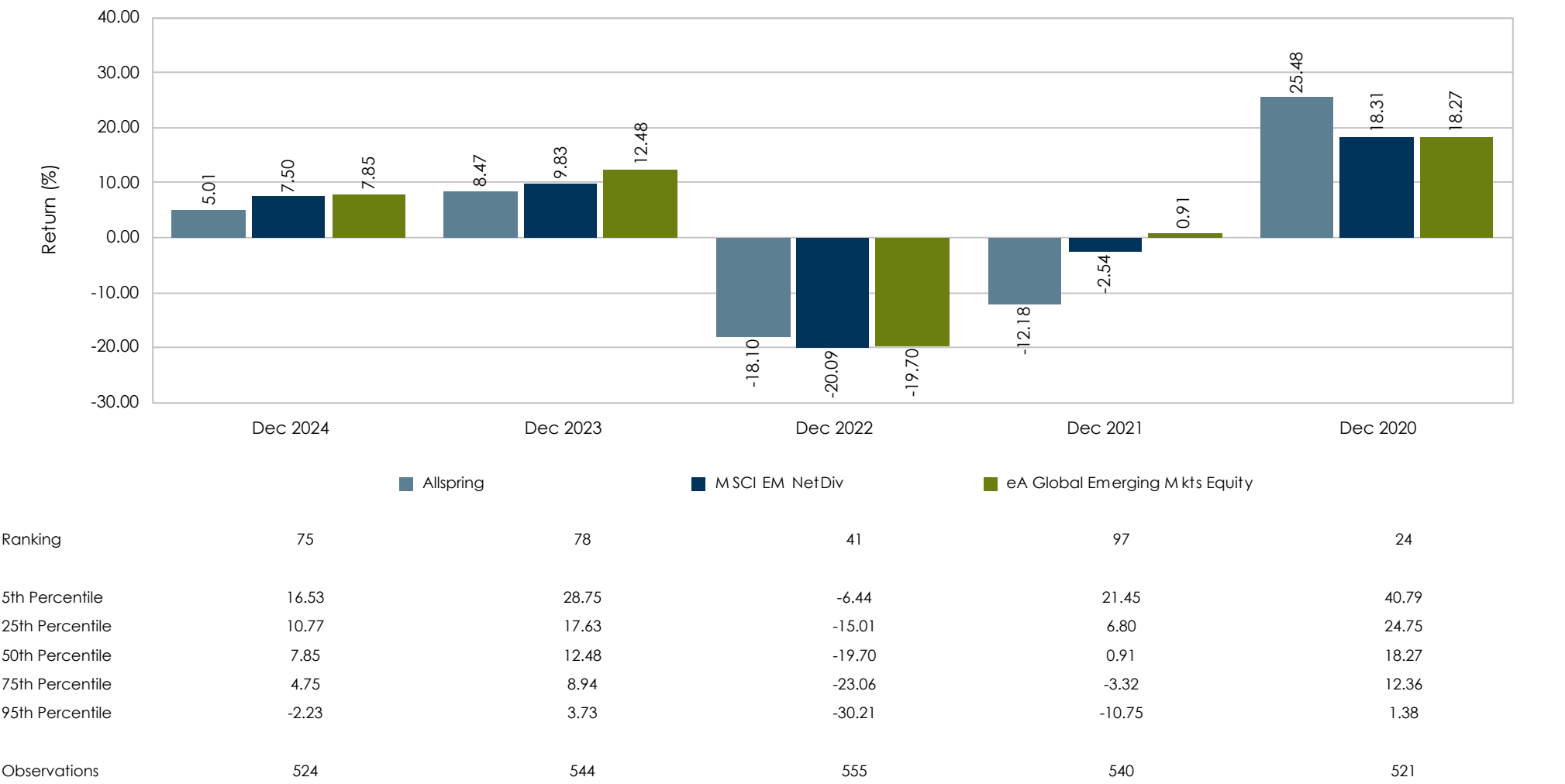
	Allspring	MSCI EM NetDiv
Number of Months	86	86
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	44	46
Number of Negative Months	42	40
% of Positive Months	51.16	53.49

Allspring EM Large/Mid Cap Eq
For the Periods Ending December 31, 2024



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

Allspring EM Large/Mid Cap Eq
For the One Year Periods Ending December



The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Portfolio Description	Portfolio Information
<ul style="list-style-type: none">■ Strategy Core Real Estate■ Manager Morgan Stanley Real Estate Advisor, Inc.■ Vehicle Non-Mutual Commingled■ Benchmark NFI ODCE Net Index■ Performance Inception Date April 2018■ Fees Manager Fees - 124 bps; Admin Fees - 14.5 bps■ Total Expenses Approximately 141 bps	<ul style="list-style-type: none">■ Minimum initial investment \$50,000■ Minimum subsequent investments \$5,000■ Minimum redemption \$5,000 or Member's entire remaining account balance if the Member's balance falls below \$50,000■ The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.■ The Portfolio is valued on the last business day of the calendar quarter.■ The Administrator must have written notification five business days prior to the valuation of the Portfolio of Member contributions or redemptions.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none">■ Invests in real estate properties diversified by type and location.■ Outperform the NFI ODCE Net index on an annual basis.			
		FYTD	1 Year
	Beginning Market Value	162,937	171,333
	Net Additions	-3,429	-11,144
	Return on Investment	1,187	507
	Ending Market Value	160,695	160,695

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Account Description

- **Strategy** Core Real Estate
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net
- **Performance Inception Date** April 2018

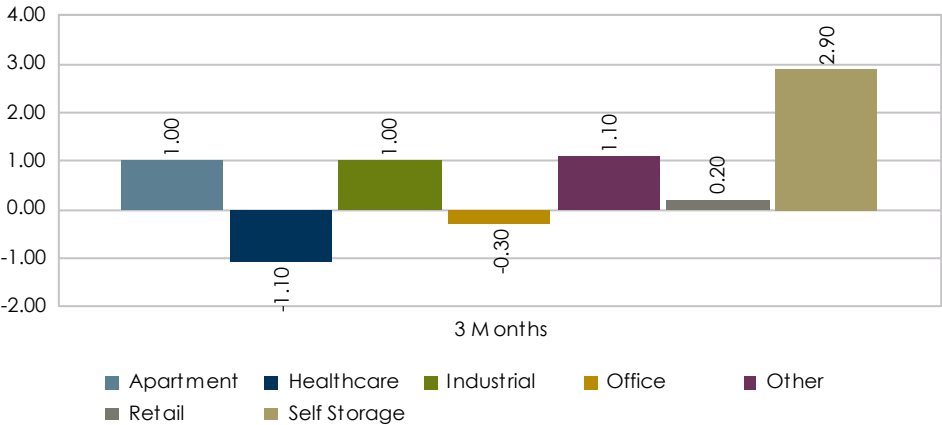
Fund Information

■ Gross Market Value	\$40,644,000,000
■ Net Market Value	\$30,253,000,000
■ Cash Balance of Fund	\$60,506,000
■ # of Properties	517
■ # of Participants	472

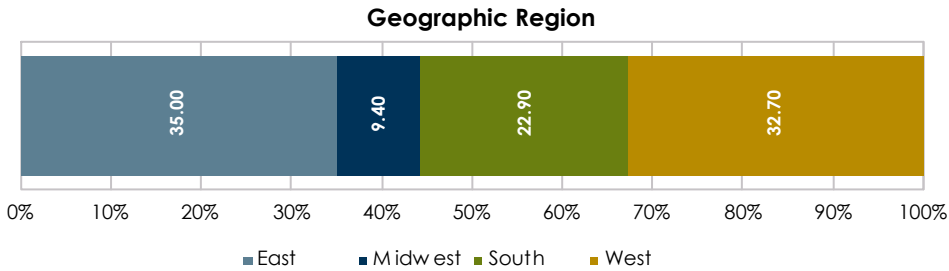
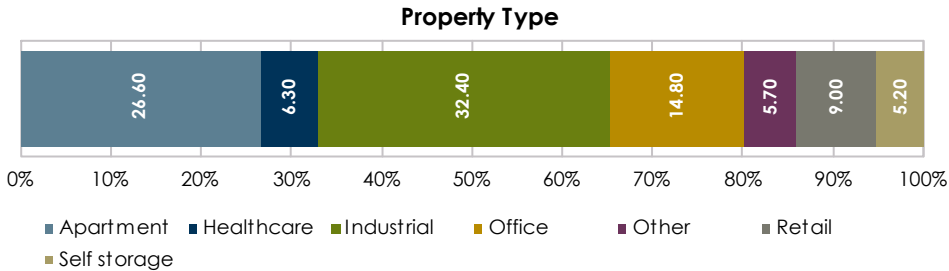
Performance Goals

- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)



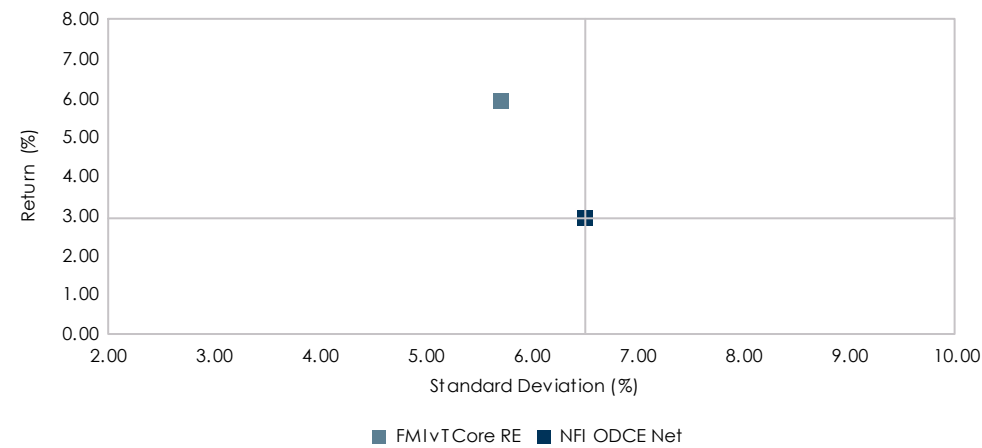
Allocations



FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2024

Risk / Return Since Apr 2018



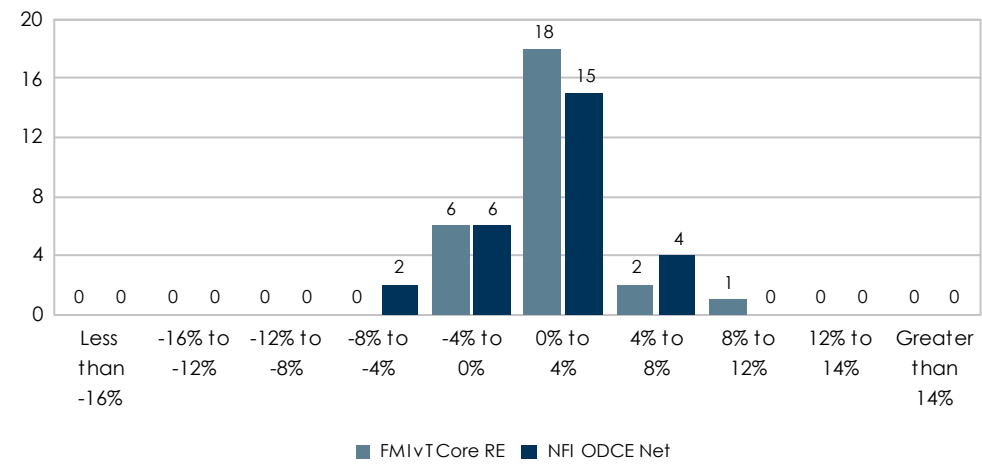
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.91	2.90
Standard Deviation (%)	5.72	6.51
Sharpe Ratio	0.62	0.08

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	91.87
Alpha (%)	0.84
Tracking Error (%)	1.93
Batting Average (%)	81.48
Up Capture (%)	116.07
Down Capture (%)	47.81

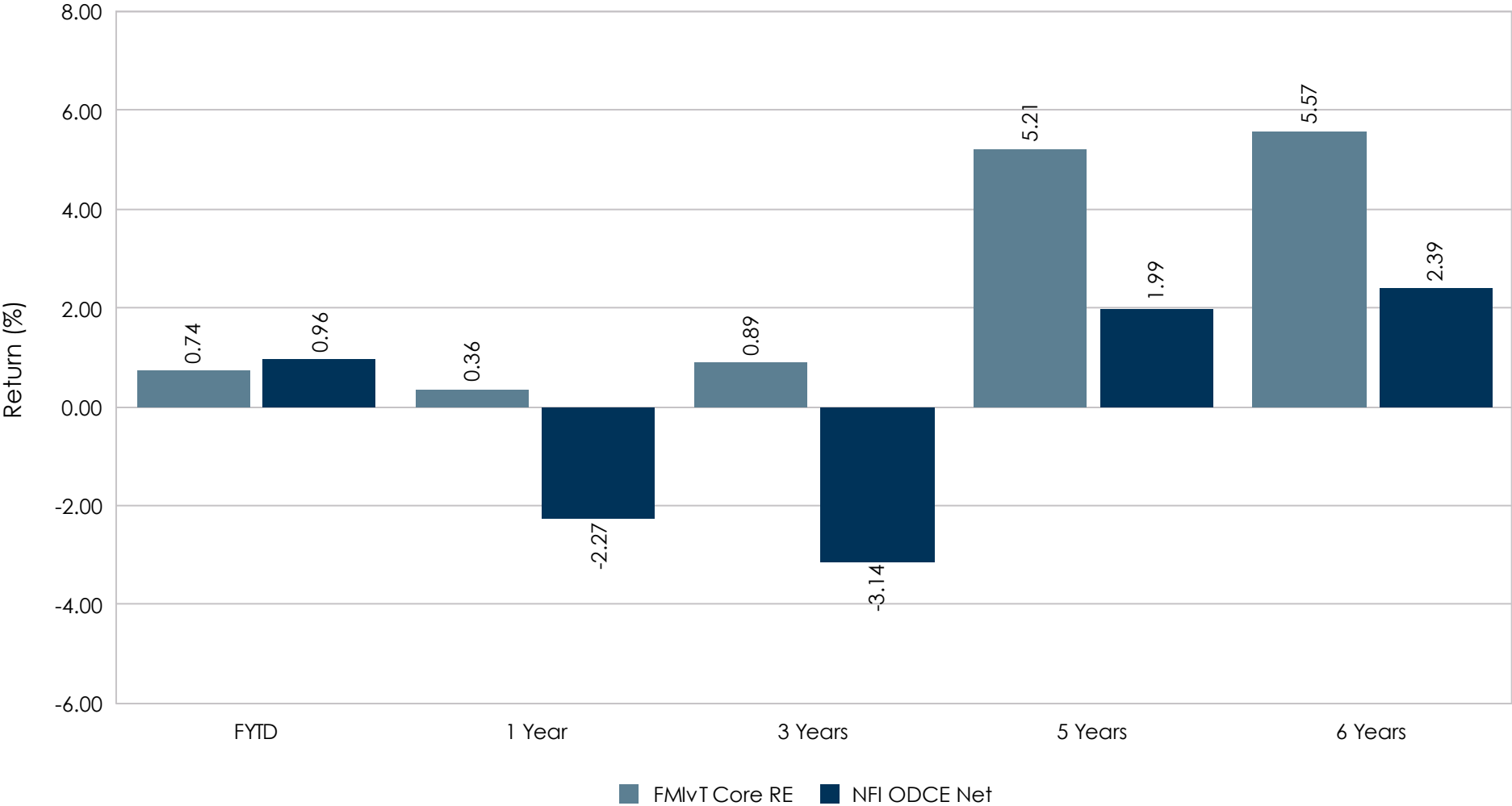
Return Histogram Since Apr 2018



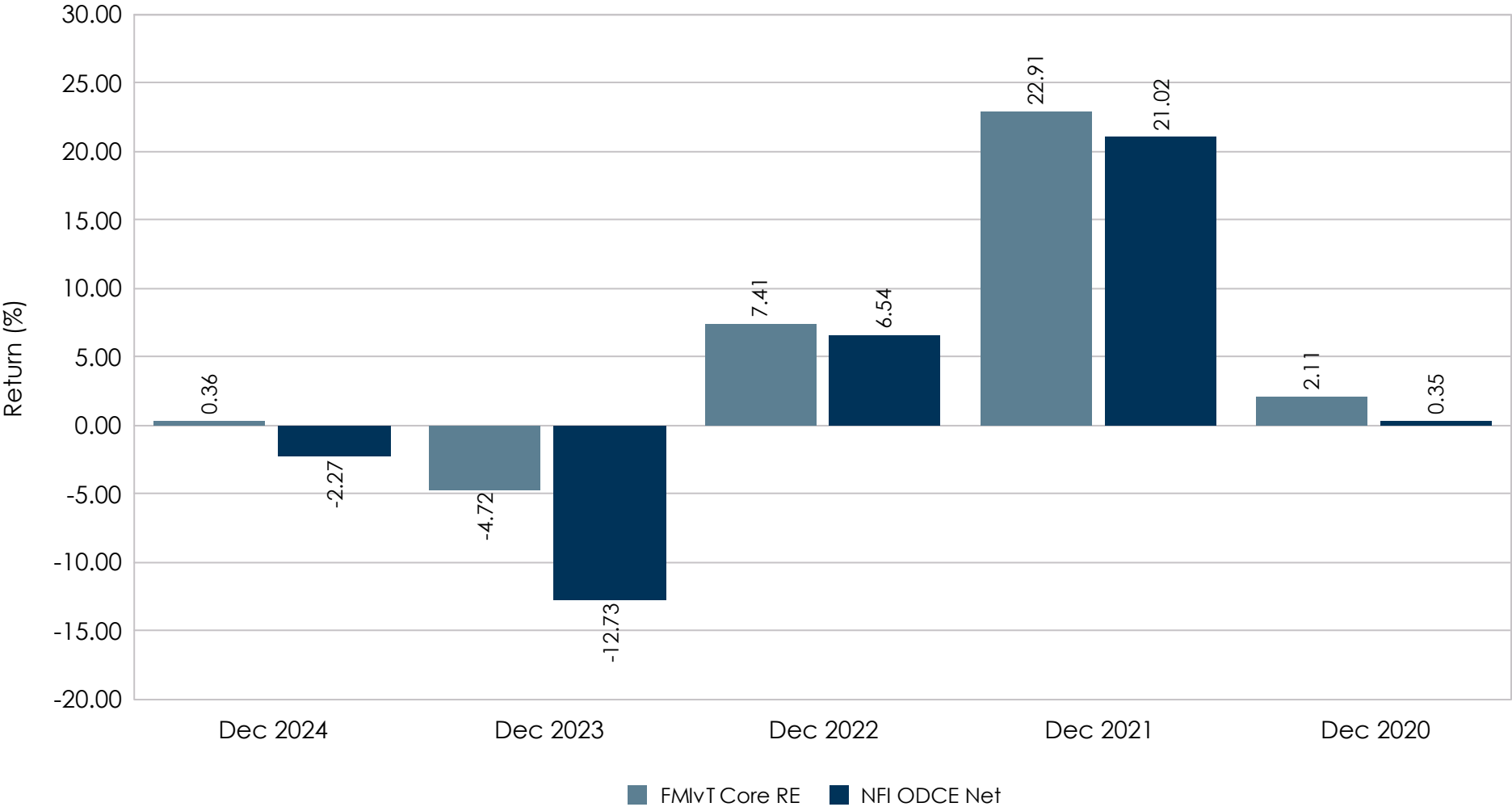
Return Analysis Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Number of Quarters	27	27
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	21	19
Number of Negative Quarters	6	8
% of Positive Quarters	77.78	70.37

FMIvT Core Real Estate Portfolio
For the Periods Ending December 31, 2024



FMIvT Core Real Estate Portfolio
For the One Year Periods Ending December



The February PCA should be \$0.0055, the same as the prior month. The tax-exempt portion should be \$0.030, the same as the prior month.

SPECIAL EVENT APPLICATION

CONTACT INFORMATION

ORGANIZATION NAME: Hardee County Chamber of Commerce
CONTACT NAME: Kaylee Webb
MAILING ADDRESS: 135 E. Main Street
CITY: Wauchula ST: FL ZIP: 33873
WORK/HOME PHONE: 863-773-6967 CELL PHONE: 863-444-0174
EMAIL ADDRESS: director@hardeecc.com

EVENT INFORMATION

EVENT NAME: Spring Market, Swine + Wine Event
DATE(S): 3-21-25 EVENT TIMES (INCLUDING SET UP AND CLEAN UP): START 9:00 END 9:00
ATTENDANCE: 250
PURPOSE OF EVENT: Expo w/BBQ dinner and beer/wine,
family event w/live music and entertainment
@ Wauchoula 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**

- | | | |
|--|--|--|
| <input type="checkbox"/> Heritage Park & Pavilion | <input type="checkbox"/> Park Restrooms | <input checked="" type="checkbox"/> Kids Activities (inflatables, rock walls, etc) |
| <input type="checkbox"/> Auditorium | <input checked="" type="checkbox"/> Street Closure(s)*** | <input type="checkbox"/> Band/DJ |
| <input checked="" type="checkbox"/> Alcohol Sales/Distribution | <input type="checkbox"/> Police | <input type="checkbox"/> Parade |
| <input checked="" type="checkbox"/> Food Vendors | <input checked="" type="checkbox"/> Art & Craft Vendors | <input checked="" type="checkbox"/> Merchandise Vendors |
| <input type="checkbox"/> Trash Collection (during event) | <input type="checkbox"/> Admission Charged | <input type="checkbox"/> 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.

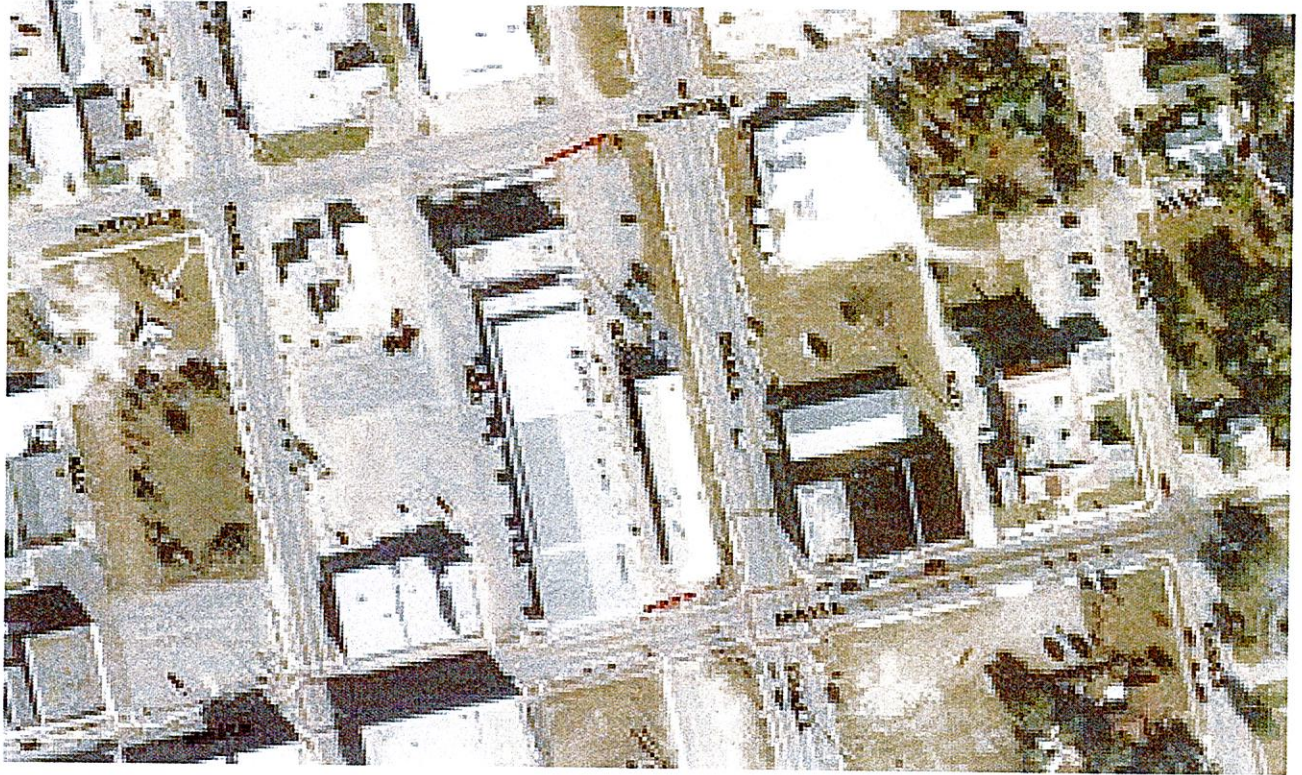
The City of Wauchula is not responsible for any lost or damaged items or injury related to any rental or reservation on the City of Wauchula premises. The applicant agrees to expressly release, indemnify, and hold harmless, the City of Wauchula from all claims for such loss, damages, or injury whatsoever 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

2/26/25
Date

Kaylee Webb
Signature



RESOLUTION 2025-05

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: 456437-1-94-01) 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 Airport Rotating Beacon and Tower Project; and,

WHEREAS, the FDOT has programmed up to \$325,000.00 to reimburse the City of Wauchula for the construction of the Wauchula Municipal Airport Rotating Beacon and Tower 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 10th day of March, 2025, 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**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 456437-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Object Code: 751000 Org. Code: 55012020129 Vendor Number: VF596000446001	FLAIR Category: 088719
Contract Number: G3998	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number: N/A		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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:

- 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) 332.007, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Wauchula Municipal Airport Rotating Beacon and Tower, 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.
- 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**

- 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**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

- ☒ 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 June 30, 2026. 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 of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

Form 725-000-01
 STRATEGIC
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- 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 \$325,000. 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 \$325,000 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.
- ☐ 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

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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 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.

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- 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.
- 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**

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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 10% 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.
- 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

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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 have the opportunity to compete for and perform contracts. The Agency and its contractors

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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:

- 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

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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 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.

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

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

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- 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:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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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.

- v. "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. 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"), 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

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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 Commercial General Liability policy/ies procured above.

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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 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.

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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 Rotating Beacon and Tower

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): NAVAIDS (Installation/Relocation/Refurbishment/Enhancement/Upgrade): 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; construction inspection and material testing costs; mobilization and demobilization; and the purchase, relocation, refurbishment, or upgrade of NAVAIDS. Procurement and installation of new NAVAIDS include purchase, delivery, site work, electrical work, coordination with necessary agencies, permitting, testing, and commissioning of the new NAVAID. The relocation project includes the costs associated with the removal and relocation of said NAVAID; earthwork and electrical work of the new site; restoration of the previous site; coordination with all necessary agencies; permitting; testing, and the commissioning of the relocated NAVAID. Refurbishment, enhancement, and upgrades include the cost of new parts, repairs, modification to the existing NAVAID, permitting, coordination with necessary agencies, testing, and the commissioning of the modified NAVAID. All NAVAID projects include the materials, equipment, labor, and incidentals required to complete a NAVAID project. The Sponsor will comply with Aviation Program Assurances.

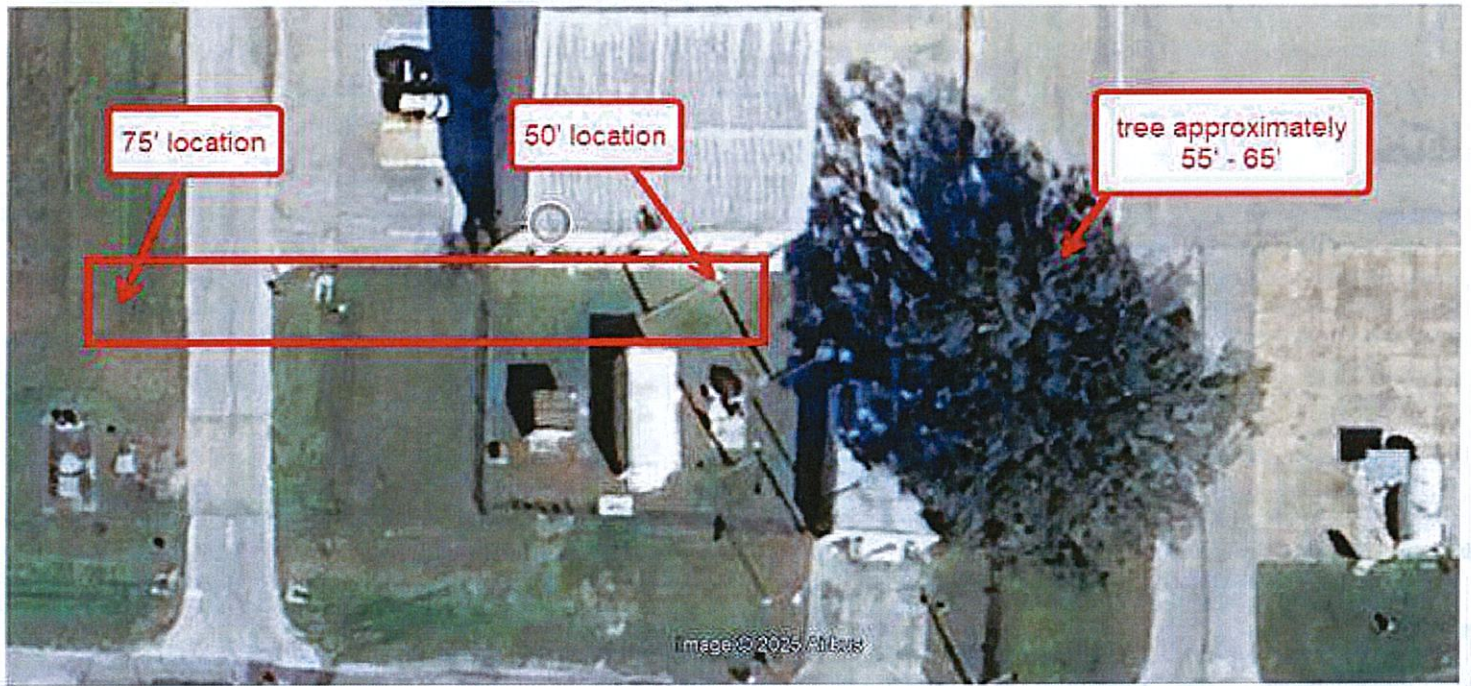
D. Deliverable(s): Wauchula Municipal Airport Rotating Beacon and Tower

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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OGC 10/24**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
456437-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$325,000.00
Total Financial Assistance							\$325,000.00

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	\$325,000.00	\$0.00	\$0.00	\$325,000.00	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	\$325,000.00	\$0.00	\$0.00	\$325,000.00			

*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)**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

02/18/2025 | 3:35 PM EST

Signature

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: _____

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

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
 AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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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 -

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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://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

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: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$325,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 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 55.004 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

G3998

2/14/2025

CONTRACT INFORMATION

Contract:	G3998
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:	02/13/2025
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$325,000.00
Description:	Wauchula Municipal Airport Rotating Beacon and Tower

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 2/14/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A8
Object Code:	751000
Amount:	\$325,000.00
Financial Project:	45643719401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$325,000.00



Certificate Of Completion

Envelope Id: B74B2D85-6AD6-4A19-8F1B-E887C63ECB03

Status: Completed

Subject: Complete with DocuSign: CHN_G3998_456437-1_Rotating Beacon & Tower_Original PTGA_Draft for Revi...

Contract Number (ex. C9A12, optional): G3998

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 456437-1-94-01

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 40

Signatures: 1

Certificate Pages: 2

Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original

2/18/2025 3:33:24 PM

Holder: Dawn Gallon

dawn.gallon@dot.state.fl.us

Location: DocuSign

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:
Dawn Gallon
9EA4209114E44DA...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

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Signed: 2/18/2025 3:35:51 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)

DS
DC

Signature Adoption: Pre-selected Style

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Signed: 2/19/2025 8:46:57 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

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

2/18/2025 3:35:22 PM
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2/19/2025 8:46:57 AM
2/19/2025 8:46:57 AM

Payment Events

Status

Timestamps

RESOLUTION 2025-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA; VACATING A CERTAIN UNNAMED AND UNUTILIZED RIGHT OF WAY CONTAINED WITHIN PRIVATE PROPERTY AND DESCRIBED AS: CITY OF WAUCHULA, BLOCK 44 AND FRACTIONAL BLOCKS 45, 46, AND 47; THAT PORTION OF 2ND AVENUE AND THAT PORTION OF 3RD AVENUE AND THAT PORTION OF A 'NO NAME 60' R/W AS PER PLAT BOOK 1, PAGE 1-29(B) BOUNDED ON THE NORTH BY BAY STREET, ON THE EAST BY 1ST AVENUE AND ON THE SOUTH BY THE SOUTH LINE OF SECTION 03, TOWNSHIP 34 SOUTH, RANGE 25 EAST, HARDEE COUNTY, FLORIDA; PROVIDING FOR A COPY TO BE FURNISHED TO HARDEE COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula, Florida ("Commission") acquired through dedication that certain right of way depicted on the maps attached to and incorporated in this Resolution as Exhibit "A"; and,

WHEREAS, the City's staff has determined that there exists an unnamed and unutilized right-of-way over property not in use by or maintained by the City; and,

WHEREAS, the developer of the property has requested that the City vacate this unnamed and unutilized right-of-way, City Staff have reviewed the criteria under Article III, Chapter 16, Section 16-65, City of Wauchula Code of Ordinances (the Code), and the City Commission has made the necessary findings under Section 16-65 as set forth below, provided the necessary public notice, and held the public hearing so that the Commission may vacate any rights it or the public may have in a certain unutilized right-of-way described as: City of Wauchula, Block 44 and fractional Blocks 45, 46, and 47; that portion of 2nd Avenue and that portion of 3rd Avenue and that portion of a 'no name 60' r/w as per Plat Book 1, Page 1-29(b) bounded on the North by Bay Street, on the East

by 1st Avenue and on the South by the south line of Section 03 Township 34 South, Range 25 East, Hardee County, Florida; and,

WHEREAS, there are no utilities located within portions of the certain underlying and unimproved right-of-way and no public use thereof; and

WHEREAS, the owner will not be affected by the proposed vacation.

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

Section 1. Vacation of Easement. The City Commission of Wauchula (the "City Commission") hereby approves the vacation of the right of way described as: City of Wauchula, Block 44 and fractional Blocks 45, 46, and 47; that portion of 2nd Avenue and that portion of 3rd Avenue and that portion of a 'no name 60' r/w as per Plat Book 1, Page 1-29(b) bounded on the North by Bay Street, on the East by 1st Avenue and on the South by the south line of Section 03 Township 34 South, Range 25 East, Hardee County, Florida, said vacation of right-of-way, as permitted by Section 16-65(a)(3), Code of Ordinances, shall become effective upon the recording of the Plat for the property in which the right-of-way is located.

Section 2. Findings. In adopting this Ordinance, the City Commission hereby makes and expresses the following findings, purposes, and intent:

(1) The City of Wauchula, Florida, has been conferred authority to vacate any right-of-way, or street or alley or part of street or alley by virtue of Chapter 166, Florida Statutes, as amended, Chapter 177, Florida Statutes, and §§ 16-65 through 16-67, Code of Ordinances, City of Wauchula.

(2) The City Commission of the City of Wauchula, Florida, scheduled a public hearing on March 10, 2025, for the purpose of hearing objections to the vacating of said publicly owned property and notice thereof was duly published.

(3) A copy of the said Resolution and a copy of said notice was mailed by certified mail, return receipt requested, to all persons whose property abuts the said easement affected by the proposed vacation.

(4) The City Commission hereby finds and determines that the public right-of-way no longer serves a public purpose and the vacation of the public right-of-way is in the public interest, because the public no longer benefits from the use of the subject right-of-way as part of the city street system; the proposed action is consistent with the Comprehensive Plan; the proposed vacation is consistent with the minimum block size requirements and other applicable street connectivity standards; the proposed action will not deny access to private property; the proposed action will not negatively affect the public safety, the safety of pedestrians or vehicular traffic; and the proposed action will not negatively affect municipal services, require the relocation of utilities, or change the design or character of the area. Furthermore, the loss of this right of way will not foreclose reasonably foreseeable future bike/pedestrian use, will not foreclose non-motorized access to adjacent land uses or transit stops, and there is no reasonably foreseeable need for any type of transportation corridor for the area.

(5) The City Commission, after having made a thorough study of the changing conditions in the neighborhood, being apprised of the existing facts, taking into consideration the other rights-of-way, streets and alleys whereby property owners have access to their property, have determined that it is in the best interest of the City of

Wauchula and its residents that the said unnamed right-of-way shall be forever vacated and abandoned upon the recording of the Plat for the property within which the above-described right-of-way is located.

Section 3. Copy Furnished to Hardee County. A copy of this Resolution shall be furnished to the Hardee County Board of County Commissioners.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage as a non-emergency Resolution at one scheduled meeting of the City Commission of the City of Wauchula, upon its approval and adoption by said Commission, and when certified as to passage and a certified copy has been filed in the office of the Circuit Court clerk and duly recorded in the public records of Hardee County, Florida. However, said vacation of right-of-way, as permitted by Section 16-65(a)(3), Code of Ordinances, shall become effective upon the recording of the Plat for the property in which the right-of-way is located.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 10th day of March, 2025, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

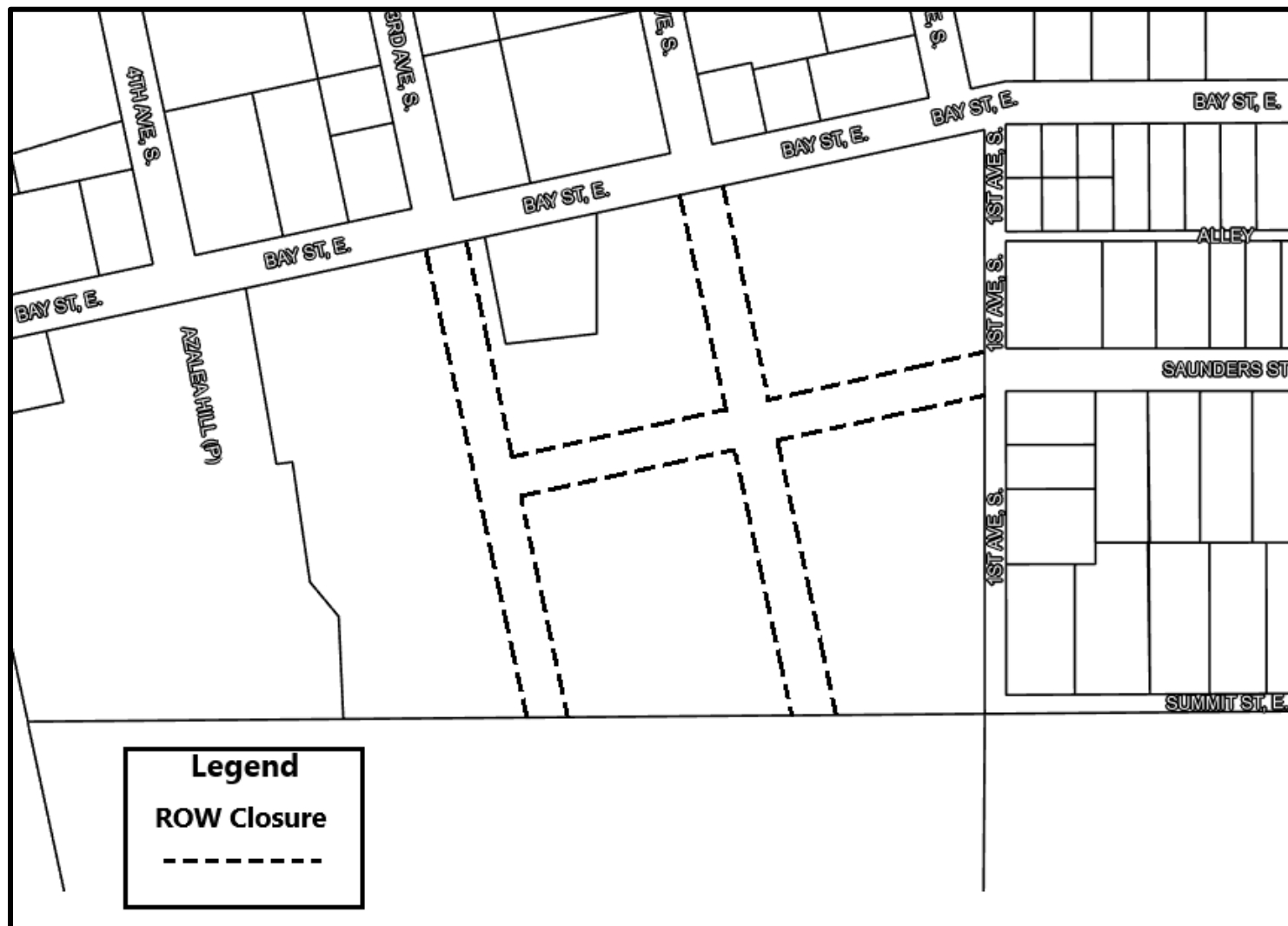
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM & CORRECTNESS:

Thomas A. Cloud, Esquire
City Attorney

Exhibit "A"



LAWRENCE E. DOUGLAS, P.L.S.
4085 N. E. Dianne Terrace
Arcadia, FL. 34266
(863)993-3863

THIS SURVEY CERTIFIED TO:
Farr Groves, LLC
Wauchula Abstract & Title Company, Inc.
Chicago Title Insurance Company

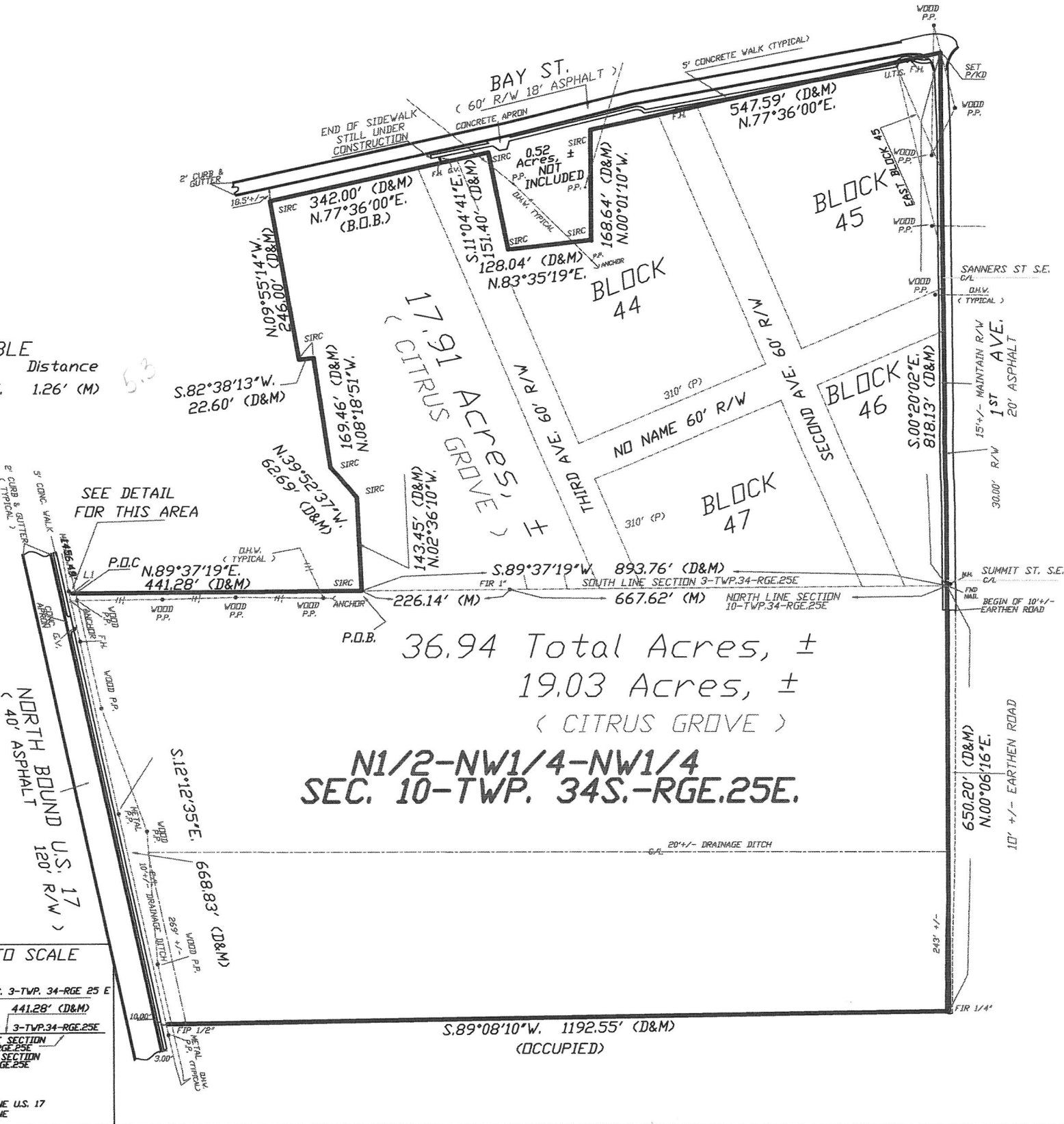
SKETCH OF SURVEY
0' 200' 400'
GRAPHIC SCALE
1" = 200'

SURVEYOR'S DESCRIPTION:

The North 1/2 of the NW 1/4 of the NW 1/4 of Section 10, Township 34 South, Range 25 East AND a portion of the SW 1/4 of the SW 1/4 of Section 3, Township 34 South, Range 25 East, Hardee County, Florida also being a part of fractional Blocks 44, 45, 46 and 47 of the Original Survey of the Town of Wauchula as recorded in Plat Book 1, Page 1-29 of the Public Records of Hardee County, Florida and being more particularly described as follows: Commence at the SW corner of said Section 3; Thence N 89°37'19" E along the South line of said Section 3 a distance of 441.28 feet to the Point of Beginning; Thence N 02°36'10" W a distance of 143.45 feet; Thence N 39°52'37" W a distance of 62.69 feet; Thence N 08°18'51" W a distance of 169.46 feet; Thence S 82°38'13" W a distance of 22.60 feet; Thence N 09°55'14" W a distance of 246.00 feet to a point on the Southerly Right of Way of Bay Street; Thence N 77°36'00" E along said Right of Way a distance of 342.00 feet; Thence S 11°04'41" E a distance of 151.40 feet; Thence N 83°35'19" E a distance of 128.04 feet; Thence N 00°01'10" W a distance of 168.64 feet to a point on the Southerly Right of Way of Bay Street; Thence N 77°36'00" E along said Right of Way a distance of 547.59 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 3; Thence S 00°20'02" E along said East line a distance of 818.13 feet to the SE corner of the SW 1/4 of the SW 1/4 of said Section 3; Thence S 89°37'19" W along the South line of said Section 3 a distance of 893.76 feet to the Point of Beginning. Containing 36.94 acres more or less. Subject to easements, reservations and restrictions of record.

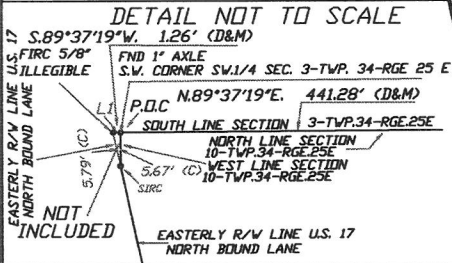


Line	Bearing	Distance
L1	N.89°37'19"E.	1.26' (M)



36.94 Total Acres, ±
19.03 Acres, ±
(CITRUS GROVE)

N1/2-NW1/4-NW1/4
SEC. 10-TWP. 34S.-RGE.25E.



REVISIONS:	FB/PG:	DATE:	BY:	*The survey depicted hereon is not covered by professional liability insurance.
A	ADDED TRACTS	-	10/03/12	V.N.E.
A	REVISE BEARINGS	-	11/18/12	V.N.E.
DRAWING No. 12-0032				JOB NUMBER: 12-0032
DRAWN BY: V.N.E.				SURVEY TYPE: BOUNDARY
CHECKED BY: LED				(PER CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE)
FIELD BOOK XXX				ADDRESS ADDRESS
PAGE NO. XXXX				LOT LOT
REVISION: B				PLAT BOOK PLAT BOOK PAGE PAGE THROUGH THROUGH
				PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA
				FLOOD ZONE FLOOD ZONE
				PANEL NO. PANEL NO.
				PANEL DATE PANEL DATE
				BASE ELEVATION X

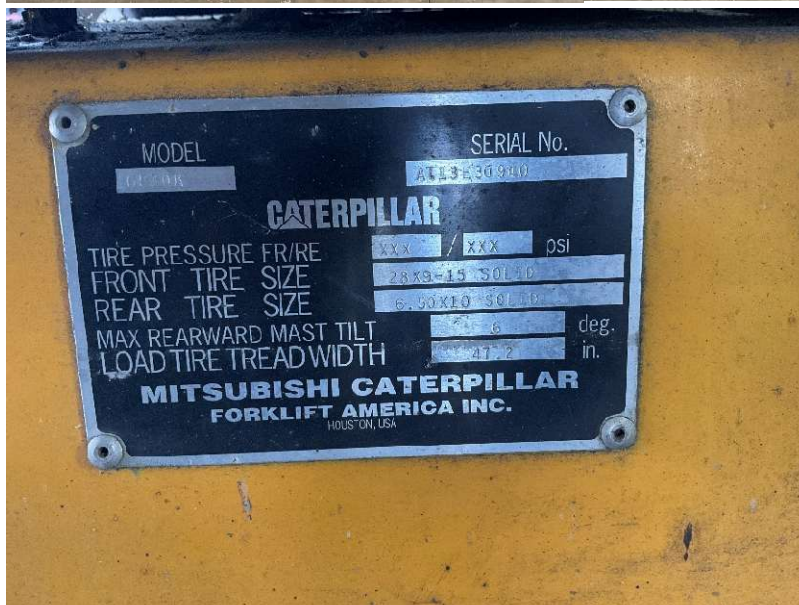
WM=Water Meter A/C=Air Conditioner FFE=Finished Floor Elevation R/W=Right of Way U&D=Utility and Drainage Easement C/L=Center Line NGVD=National Geodetic Vertical Datum Adjustment of 1929
CM=Concrete Monument LB=Land Surveyor PK=Parker Kalon Fastener PK/D=Parker Kalon Fastener with Metal Disk BM=Bench Mark DH=Drill Hole IP=Iron Pipe IR=Iron Rod FND=Found P=Plat Information
M=Measured Information D=Deed Information C=Computed Information PR=Prorated Information R=Radius A=Central Angle A=Arc Length CH=Chord Bearing CHB=Chord Bearing T=Tangent Length FIRC=Found
5/8" Steel Rod with Cap SIRC=Set 5/8" Iron Rod with Cap stamped PLS# 4410 CONC=Concrete PC=Point of Curvature PT=Point of Tangency PRM=Permanent Reference Monument PCP=Permanent Control Point
CLF=Chain Link Fence TEL=Telephone Riser F=Field D=Deed Information CMP=Corrugated Metal Pipe CB=Catch Basin PCC=Point of Compound Curvature PRC=Point of Reverse Curvature PCC=Point of Compound
Curvature TOB=Top of Bank POB=Point of Beginning POC=Point of Commencement BOB=Basis of Bearing ORB=Official Record Book DB=Deed Book SEC=Section TWP=Township RGE=Range EOW=Edge of Water
at Time of Survey OHW=Over Head Wires INV=Invert RR=Railroad TOB=Top of Bank CRP=Concrete Reinforced Pipe
NOTE: The bearings shown hereon are based on the R/W of subject property per plat unless otherwise noted.
Notes: The undersigned does not guarantee or assume any liability for any easement, right of way, setback, reservation, restriction, agreement, similar matter or subsurface structure or utility not physically visible
on site or shown on a record plat, of which this survey is described as a part and recorded in the Clerk of the Circuit Court. Government Jurisdiction or wetlands, if any, have not been located. This survey was
prepared without benefit of Abstract of Title and all matters of Title should be referred to an Attorney of Law. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
No liability will be taken for usage of this survey by any party not specifically named hereon. This survey does not reflect or determine ownership.

The survey depicted hereon is not covered by professional liability insurance.

Unit# 33A

2003 Caterpillar GP30K Forklift

Serial# AT13E30940



Unit# 82
1988 Multi Quip Roller/Compactor



Unit# SS-10

2004 Polaris Ranger

ID# 4XARB42A94D440725



Unit# SS-09

2000 Club Car Golf Cart

Serial# A9742-616513



Unit# BFM001

Cushman Groom Master Ball Field Machine



On February 3, 2025 the City of Wauchula Commission, in its dual role as City of Wauchula Community Redevelopment Agency Board, met for a workshop.

Members present were Anne Miller, Russell Smith, Keith Nadaskay, Sherri Albritton, and Gary Smith.

Nadaskay adjourned the Commission Workshop and called to order the Workshop of the Board of Directors of the Wauchula Community Redevelopment Agency

Krause Services Extension Request

Newman presented the request for the Board to consider extending the contract for lawncare services, per the terms of the agreement.

CRA RFQ 25-01 Professional Engineering Services

Newman presented the bid documents to the Board.

CRA RFQ 25-02 Professional Planning Services

Newman presented the bid documents to the Board.

On February 10, 2025, the City of Wauchula Commission, in its dual role as City of Wauchula Redevelopment Agency Board, met for a meeting.

Members present were Anne Miller, Russell Smith, Keith Nadaskay, Sherri Albritton and Gary Smith.

Nadaskay recessed the City Commission Meeting and called to order the Meeting of the Board of Directors of the Wauchula Community Redevelopment Agency

Approval of Minutes from the January 6, 2025 CRA Workshop and January 13, 2025 CRA Meeting

G. Smith motioned to approve the minutes as presented, seconded by Miller. All were in favor. Motion carried.

Krause Services Extension Request

G. Smith motioned to approve the extension, seconded by Miller. All were in favor. Motion carried.

CRA RFQ 25-01 Professional Engineering Services

Miller motioned to approve CRA RFQ 25-01, seconded by Albritton. All were in favor. Motion carried.

CRA RFQ 25-02 Professional Planning Services

G. Smith motioned to approve CRA RFQ 25-02, seconded by Albritton. All were in favor. Motion carried.

In-Fill Housing

Newman introduced Sergio Jimenez with Rhino Construction and explained Jimenez wanted to build a multi-family residential building within the CRA district. Newman stated the CRA had funds earmarked for in-fill housing for the Seminole Street Park project however, it was likely that project would not happen within this budget year, which would make those dollars available for another project. Jimenez gave an overview of the project idea and requested the Board consider earmarking funds for it. There was much discussion regarding this project and the Board decided to push this item to the March workshop, giving Jimenez and staff time to get more information for questions they had.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board Meeting and reconvened the City Commission Meeting



February 27, 2025

Wauchula Community Redevelopment Agency
Board of Directors
126 S. 7th Avenue
Wauchula, FL 33873

Dear CRA Board Members:

The Wauchula Community Redevelopment Agency issued a Request for Proposals (RFP), Historic City Hall Auditorium Restoration Phase II, for the renovation of the ceiling, backstage area, ADA accessibility. The RFP was posted on the City's website, DemandStar, CRA Facebook page, and advertised in the Lakeland Ledger. Four submittals were received.

A selection committee reviewed the submittals and complete the scoring process. Based on the cumulative scores across five criteria, the committee is recommending the Wauchula CRA Board award the bid to JCR Construction & Services, LLC.

Sincerely,

Jessica Newman
Wauchula CRA Director

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
REDEVELOPMENT PLAN UPDATE 2019 GOALS

LAND USE:

- Use infrastructure investments to leverage, focus, and shape the location and intensity of development
- Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed
- Focus on infill housing developments and develop assistance/partner on programs for home ownership

TRANSPORTATION & MOBILITY

- Safer travel ways for pedestrian and bicyclists, including development of more sidewalks and general roadway improvements

Conceptual Costs

Proposed Development at Bay Street and 1st Ave

Cost Estimate for Work Within the Development				
Description	Quantity	Unit	Unit Price	Extended Price
4" PVC Water Main	800	LF	\$ 42	\$ 33,600
6" PVC Water Main	1850	LF	\$ 50	\$ 92,500
FH Assembly	3	EA	\$ 5,000	\$ 15,000
Fittings	1	LS	\$ 8,000	\$ 8,000
Blowoff (water)	1	LS	\$ 3,000	\$ 3,000
8" PVC Gravity Sewer	3050	LF	\$ 90	\$ 274,500
Sanitary Manholes	9	EA	\$ 8,000	\$ 72,000
Subtotal				\$ 498,600
Mobilization (7% of construction)				\$ 34,902
Contingency (20%)				\$ 106,700
Total				\$ 640,202
Cost Estimate for Work within the Right-of-Way				
Description	Quantity	Unit	Unit Price	Extended Price
4" PVC Water Main	50	LF	\$ 42	\$ 2,100
6" PVC Water Main	125	LF	\$ 50	\$ 6,250
6" Wet Tap & Valve (water)	3	EA	\$ 7,500	\$ 22,500
Fittings	1	LS	\$ 2,000	\$ 2,000
8" PVC Gravity Sewer	50	LF	\$ 90	\$ 4,500
Connect to existing manhole	1	LS	\$ 3,000	\$ 3,000
Side walk restoration	10	SY	\$ 160	\$ 1,600
Asphalt Pavement Removal & Replacement	60	SY	\$ 150	\$ 9,000
Asphalt Mill & Resurface	200	SY	\$ 30	\$ 6,000
Sod	30	SY	\$ 17	\$ 510
Subtotal				\$ 57,460
Mobilization (7% of construction)				\$ 4,022
Contingency (20%)				\$ 12,296
Total				\$ 73,779

WORK ORDER

City Of Wauchula
126 S. 7th Avenue
Wauchula, Florida 33873
PROBLEM: SOUTH 1ST&EAST BAY



WO NUM: 20241539
WO TYPE:
DEPT: MULTI

START DATE: 03/03/2025
END DATE: 03/03/2025

STATUS: ACTIVE
PRIORITY: 0

DESCRIPTION	QTY	COST	TOTAL
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TOTAL MATERIALS COST			0.00
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DESCRIPTION	HOURS	RATE	TOTAL
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2020 1500 CHEVROLET SILVERADO	144.00	16.68	2,401.92
2023 FORD F-150	144.00	16.68	2,401.92
2014 TRAILER	144.00	2.87	413.28
2020 FORD F-450 DUMP TRUCK	96.00	80.27	7,705.92
2020 JOHN DEERE BACKHOE	96.00	98.35	9,441.60
PLATE COMPACTOR	12.00	43.36	520.32
STIHL CUTOFF SAW	8.00	11.89	95.12

TOTAL EQUIPMENT COST			22,980.08
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EMPLOYEE NAME	HOURS	RATE	TOTAL
---------------	-------	------	-------

PRINE, STEVE	144.00	23.57	3,394.08
PAULINO, SERGIO H	144.00	18.79	2,705.76
CASTILLO GARCIA, HERIBERTO	144.00	17.02	2,450.88
CUEVAS JR, DANIEL	48.00	13.33	639.84
HENDERSON, DAVID	48.00	14.71	706.08

TOTAL LABOR COST			9,896.64
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DESCRIPTION	INVOICE NO	TOTAL
-------------	------------	-------

JAHNA CONCRETE		9,540.00
TOTAL MISC EXPENSES		9,540.00

DESCRIPTION	TYPE	TOTAL
-------------	------	-------

TOTAL OVERHEAD		0.00
----------------	--	------

DESCRIPTION OF WORK:

* NEW SIDEWALK CONSTRUCTION ESTIMATE: SOUTH 1ST&EAST BAY
- CONCRETE-\$9540 5FT(WIDTH) X 820FT (LENGTH)= 52YDS

TOTAL WORK ORDER COST

42,416.72

SIGNATURE

DATE

TIF PROGRAM PROJECTION

TOWNHOME PROJECT

	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
CITY	\$22.55		\$77,790.00		\$73,879.08	\$73,879.08	\$73,879.08	\$73,879.08	\$73,879.08		\$369,395.39
HC	\$43.80		\$125,925.00		\$119,587.14	\$119,587.14	\$119,587.14	\$119,587.14	\$119,587.14		\$597,935.70
TOTAL COLLECTED					\$193,466.22	\$193,466.22	\$193,466.22	\$193,466.22	\$193,466.22		\$967,331.09
TOTAL PAID TO PROJ @ 75%					\$145,099.66	\$145,099.66	\$145,099.66	\$145,099.66	\$145,099.66		\$725,498.32
TOTAL REMAINING IN CRA FUND					\$48,366.55	\$48,366.55	\$48,366.55	\$48,366.55	\$48,366.55		\$241,832.77

1997 taxable value - \$4,492

Post Project - \$15,000,000

TIF PROGRAM PROJECTION

SINGLE FAMILY HOUSING PROJECT

	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	\$222.38		\$95,941.00		\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69		\$454,663.45
HC	\$431.93		\$155,300.00		\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67		\$735,623.33
TOTAL COLLECTED					\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36		\$1,190,286.78
TOTAL PAID TO PROJ @ 75%					\$178,543.02	\$178,543.02	\$178,543.02	\$178,543.02	\$178,543.02		\$892,715.08
TOTAL REMAINING IN CRA FUND					\$59,514.34	\$59,514.34	\$59,514.34	\$59,514.34	\$59,514.34		\$297,571.69

1997 taxable value - \$44,300

Post Const taxable value - \$23,500,000 (w/homestead assumption)