



SPECIAL MEETING AGENDA

Monday, September 28, 2026 at 5:05 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

PUBLIC COMMENT / NON-AGENDA ITEMS

ORDINANCES / PUBLIC HEARINGS

- 1.** Resolution 2026-20 Adopting the Final Millage Rate for 2026-2027 FY
Recommended Action: Commission's Approval
- 2.** Ordinance 2026-14 Adoption of the Final Budget for the 2026-2027 FY - Second Reading
Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

- 3.** Vacant Land Contract-Runway Extension Project
Recommended Action: Commission's Approval
- 4.** Resolution 2026-22 Draft Grant Agreement 447959-Court St.
Recommended Action: Commission's Approval
- 5.** Resolution 2026-23 Draft Grant Agreement 447957 - Alabama St
Recommended Action: Commission's Approval
- 6.** Resolution 2026-24 Power Plant Demo Project
Recommended Action: Commission's Approval

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

REMINDERS

ADJOURNMENT

RESOLUTION 2026-20

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, SETTING THE FINAL MILLAGE RATE FOR THE FINAL BUDGET FOR THE 2026-2027 TAXING YEAR PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, sets out the method of fixing millage by the governing body of a taxing authority; and,

WHEREAS, Section 200.065(2)(d), Florida Statutes, requires the City Commission (the “Commission”) of the City of Wauchula, Florida, (the “City”) to compute the millage rate to be levied in relation to the “rolled-back rate” computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the “rolled-back rate” for the City computed by the Hardee County Property Appraiser pursuant to Section 200.065(1), Florida Statutes, is 5.8318 mills; and

WHEREAS, the Commission of the City must set the final millage rate to be used in computing the amount of ad valorem taxes to be raised to fund the final adopted budget; and,

WHEREAS, pursuant to Section 200.065(2)(c), Florida Statutes, the Commission of the City published notice of and held a public hearing on Monday, September 14, 2026, at 5:00 P.M., or as soon thereafter as could be heard, on the adoption of the tentative budget for fiscal year 2026-2027 and approved upon first reading the ordinance adopting said tentative budget; and,

WHEREAS, the notice of the public hearing to be held on Monday, September 28, 2026, at 5:05 P.M, to adopt the final millage rate and the final budget, and a statement summarizing the adopted tentative budget was duly published in The Herald Advocate, a newspaper of general circulation in Hardee County, Florida, pursuant to the requirements of Section 200.065(2)(d), Florida Statutes.

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

1. Pursuant to Section 200.065, Florida Statutes, the Commission of the City sets the final millage rate of 5.8318 mills, such millage rate being equal to the “rolled-back rate. This final millage rate of 5.8318 mills is to be levied for the general fund upon all real and tangible personal property subject to the taxing authority of the City of Wauchula, Florida.

2. This resolution shall become effective immediately upon adoption.

On Motion of Commissioner _____, seconded by Commissioner _____, Resolution 2026-20 was introduced and approved by the City Commission of the City of Wauchula, Florida, on the 28th day of **September, 2026**.

(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

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR ADOPTION OF THE FINAL BUDGET FOR THE 2026-2027 FISCAL YEAR PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING AUTHORIZATION FOR TRANSFERS OF APPROPRIATIONS FOR EXPENSES AS LONG AS SUCH TRANSFERS DO NOT AFFECT THE TOTAL BUDGET FOR EACH DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, sets out the method of adopting a budget by the governing body of a taxing authority; and

WHEREAS, Section 200.065(2)(a) 4., Florida Statutes, requires the City Commission (the “Commission”) of the City of Wauchula, Florida, (the “City”) to prepare and consider tentative and final budgets; and

WHEREAS, the Commission of the City, must set the final budget in accordance with the amount of ad valorem taxes to be raised; and

WHEREAS, pursuant to Section 200.065(2)(c), Florida Statutes, the Commission, published notice and held a public hearing on Wednesday, September 14, 2026, at 5:00 P.M., or as soon thereafter as can be heard, on the adoption of the tentative budget for fiscal year 2026-2027 and adopted the same; and

WHEREAS, the public notice of the hearing to be held on Monday, September 28, 2026, at 5:05 P.M, to adopt the final budget and a statement summarizing the adopted tentative budget was duly published in The Herald Advocate, a newspaper of general circulation in Hardee County, Florida, pursuant to the requirements of Section 200.065(2)(d), Florida Statutes; and

WHEREAS, estimates of revenues have been made using information available and estimates of expenses have been made to determine the amount of funds required to continue necessary operations and maintenance and make scheduled principal and interest payments.

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

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

2. Pursuant to Section 200.065, Florida Statutes, the Commission of the City, adopts the final budget in the amount of TWENTY-EIGHT MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$28,688,439).

3. The budget for fiscal year beginning October 1, 2026, and ending September 30, 2027, is hereby adopted as follows:

Utilities	\$ 12,280,128
Sanitation	\$ 1,510,000
General Fund	\$ 6,257,286
Wauchula Airport	\$ 433,006
Community Redevelopment Agency	\$ 8,208,019
TOTAL BUDGET	\$ 28,688,439

and is based upon the taxable value of real property of TWO HUNDRED TWENTY MILLION SEVEN HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$220,754,625), tangible personal property of NINETEEN MILLION ONE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$19,151,895), and anticipated, non-ad valorem revenues totaling TWENTY-SEVEN MILLION TWO HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$27,289,352). The budget consisting of FIFTY-FOUR (54) pages is attached to this ordinance and incorporated herein by this reference.

4. Upon written request from the department head and approval by the City Manager, transfers of appropriations for expenses may be made from one account to another account of the budget, so long as the total appropriations for each department, including capital outlay accounts related thereto, shall not be increased thereby. The City Manager shall advise the Commission of any such transfer at the next regular City Commission meeting.

5. 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.

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

7. This Ordinance shall take effect immediately upon its adoption.

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

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 28TH day of September, 2026; that the first reading of said ordinance was held on the 14TH day of September, 2026; that the public hearings were held on the 14TH day of September, 2026; and on the 28TH day of September, 2026; and that the second and final reading of said ordinances was held on the 28TH day of September, 2026.

Stephanie Camacho, City Clerk

26-27 Budget Updates

Summary of Overall Budget Changes

			Diff (\$)
	Proposed	Tentative	Proposed - Tentative
General Fund	6,257,286	6,257,286	-
CRA	8,208,019	8,208,019	-
Airport	433,006	433,006	-
Utility	12,280,128	12,280,128	-
Sanitation	1,510,000	1,510,000	-
	28,688,439	28,688,439	-

Changes in Expenses

			Diff (\$)
	Proposed	Tentative	Proposed - Tentative
Dept 513 Health Insurance	75,603	82,499	6,896
Airport Repairs and Maintenance	9,500	18,000	8,500
Property & Casualty Insurance	770,499	694,861	(75,638)
Contingency	221,154	281,396	60,242
			-

Budget Changes by Fund

	Proposed	Tentative	Diff (\$) Proposed - Tentative
General Fund			
Expense			
Dept 513 Health Insurance	75,603	82,499	6,896
Property & Work Comp Insurance	294,398	271,657	(22,741)
Contingency	55,222	71,067	15,845
			-

AIRPORT			
Expense			
Property Insurance	70,317	56,829	(13,488)
Repairs & Maintenance	9,500	18,000	8,500
Property Insurance	5,719	10,707	4,988
			-

Utility Fund			
Expense			
Property & Work Comp Insurance	346,524	312,401	(34,123)
Contingency	123,239	157,362	34,123
			-

Sanitation Fund			
Expense			
Property & Work Comp Insurance	59,260	53,974	(5,286)
Contingency	36,974	42,260	5,286
			-

FISCAL YEAR 2027 BUDGET



**PREPARED BY:
BUDGET TEAM**

TABLE OF CONTENTS

BUDGET PLANNING CALENDAR	3
CONTRIBUTING BUDGET FACTORS	4
OVERALL CITY-WIDE BUDGET	9
DEPARTMENT SUMMARY	10
EXPENDITURES BY TYPE	10
PERSONNEL	12
FUND BALANCE	13
DEBT SERVICE	14
ADVALOREM TAX	15
GENERAL FUND	16
GENERAL FUND LINE-ITEM DETAIL.....	17
COMMUNITY REDEVELOPMENT AGENCY FUND.....	31
COMMUNITY REDEVELOPMENT AGENCY FUND LINE-ITEM DETAIL.....	32
AIRPORT FUND	35
AIRPORT FUND LINE-ITEM DETAIL	36
UTILITY FUND	38
UTILITY FUND LINE-ITEM DETAIL.....	39
SANITATION FUND	52
SANITATION FUND LINE-ITEM DETAIL.....	53

BUDGET PLANNING CALENDAR



April 15.....	Finance Department provides budget worksheets to supervisors for requests
May 1.....	Department requests due to finance department
May 15 – 22.....	Departmental budget reviews with budget team and department heads
June 1.....	Property appraiser provides estimate of total assessed non-exempt property
July 1.....	Property Appraiser provides Certificate of Property Value
July 6.....	Draft budget summary presented to Commission
August 4.....	Inform Property Appraiser of: 1. Prior year millage rate 2. Current year proposed millage rate 3. Current year rolled-back rate 4. Date, time, and place of 1st budget hearing
August 24.....	Property Appraiser mails proposed property tax (TRIM)
September 14....	First public hearing on tentative budget
September 24..	Advertise final public hearing
September 28..	Final public hearing on proposed budget
October 1.....	Start of Fiscal Year 2026-2027

CONTRIBUTING BUDGET FACTORS

Personnel Services

While not the largest expenditure type, personnel expenditures make up a significant portion of the City of Wauchula's overall budget. Therefore, staff spends considerable time each year reviewing personnel expenses. A quick recap of the factors relating to personnel impacting this proposed budget include:

- Implementation of the new step plan for all employees to reach the \$15 minimum wage requirement by September 30, 2026. This year is the final step plan adjustment for full implementation of our 5 year plan. Overall salaries for the proposed budget is \$4.59 million which is a 5.56% increase from current budget
- Individual step raises for employees who are expected to or have achieved certain milestones
- Year 2 of our participation in the self-funded health insurance pool will see a 6% increase in premiums.
- Maintaining current Health Savings Account (HSA) contribution levels at \$3,200 for family and \$1,600 for individuals.
- Continued funding of the Employee Wellness Program.
- Workers' compensation premiums increased 13%.
- Required annual contribution to the Pension Fund is 3.64% of payroll and the OPEB contribution is budgeted at 6.36% for a total of 10% for retirement benefits

Operating Expenses

Every department is carefully reviewed each year to ensure sufficient funds are budgeted to maintain city & utility operations, while being prudent with taxpayer and rate payer dollars. The following factors are worth noting in operating expenses:

- The budget includes a decrease of 10.65% for automobile liability and property and casualty liability premiums.
- Continuation of the Employee Recognition Program and related funding for such can be seen in both the General Fund (Dept 519-54920) and Utility Fund (Dept 539-54925) at \$2,500 each.
- Continuation of the workstation replacement schedule produced the need for 11 computers and 3 tablets in 7 different departments. The departments include 511, 519, 521, 541, 503, 539, and 593.
- To ensure continuous improvement and accountability, an update to the strategic plan can be found in each city fund for a total of \$7,500.
- In the Roads and Streets department, another \$10,000 is budgeted for the next phase of street name sign replacement throughout the city-limits in 541-54600 and the continued improvements of the Florida Avenue sidewalk are also budgeted for \$7,000 in 541-54602
- A new security camera is planned for the new water storage facility built during FY 25-26. This is found in 533-55200 for \$4,000
- Regular replacement of chart recorders for \$3,500 and new pallet racks for the WWTP maintenance shop for \$5,000 are budgeted in 535-55200
- Continuation of the contracted sludge hauling is budgeted in 535-55210 for \$130,000
- Smoke testing and sewer manhole lining is budgeted in 536-54600 for \$6,000 and \$30,000 respectively
- Replacement tracks for the mini excavator will be \$5,000 and are budgeted in 539-54655

- Bulk material bins for the laydown yard (\$5,500) and pallet racks for the warehouse (\$5,000) can be found in 539-55200
- Annual recloser replacement for the electric distribution system can be seen in 593-55202 for \$30,000
- In order to expedite LED street and yard light replacement installation, we have again budgeted \$70,000 (593-55280)
- An employee in the Electric Distribution Department (593-55400) that needs to begin apprentice school starting next fiscal year which is budgeted at \$12,000.

Capital Expenditures

The City continues to invest in our facilities, equipment, vehicles & existing infrastructure. Proposed capital expenditures are approximately \$9 million for FY 26-27. The following items are representative of this commitment:

- Vehicles and Equipment
 - As a continuation of our established fleet replacement program, the following replacements have been budgeted for this fiscal year. These can be found in:
 - General Fund
 - Dept 521- Police Department
 - 2 Police Vehicles (\$120,000)
 - Dept 541- Roads & Streets
 - Pick-Up Truck (\$54,000)
 - Dept 572- Recreation
 - Tractor Loader Backhoe(TLB) (\$47,000)
 - 2 Zero-Turn Mowers (\$46,000)
 - Utility Fund
 - Dept 502- Meter Department
 - Pick-Up Truck (\$50,000)
 - Dept 533- Water Distribution
 - Air compressor for Pneumatic Tools (\$8,000)
 - Dept 535-WWTP
 - Golf Cart (\$7,500)
 - Dept 536- Sewer & Locates
 - Sewer Camera (\$35,000)
 - Dept 539- Administration
 - Replace Domain Controller Server (\$8,000)
 - Dept 593- Electric Distribution
 - 1 Bucket Truck (\$280,000)- Roll Forward from Prior Year
 - Flat Bed Truck (\$65,000)
 - Chipper (\$90,000)

- Buildings and Other Infrastructure
 - Dept 541- Roads & Street
 - Mill and repave Kentucky & Georgia (\$230,000)
 - Dept 584- Community Redevelopment Agency
 - Land Acquisition for Senior Center (\$300,000)
 - Project Signage
 - Historic City Hall (\$5,000)
 - Crews Park (\$6,000)
 - Peace River Park (\$6,000)
 - Auditorium Improvements (\$2,560,000)
 - In-Fill Housing (\$1,245,000)
 - Power Plant Repurpose (\$1,000,000)
 - Bay Street Sidewalk (\$8,125)
 - New Development Sidewalks (\$115,000)
 - Farr Field Improvements (\$2,345,269)
 - Dept 532- Water Treatment Plant
 - ½ Water Facilities Plan (\$37,500)
 - Dept 533- Water Distribution
 - ½ Water Facilities Plan (\$37,500)
 - 2 Insertion Valves (\$14,000)
 - Dept 535- Waste Water Treatment Plant
 - Chlorine Analyzer (\$6,000)
 - Dept 536- Sewer & Locates
 - Repair sewer line at Kraven & Highway 17 and Florida and Main (\$50,000)
 - Dept 539- Administration
 - Enclosing additional covered storage (\$35,000)
 - Dept 593- Electric Distribution
 - Transformer Pad Extension (\$10,000)
 - Storm hardening projects (\$100,000)
 - Hardee Crossing Subdivision extension (\$10,000)
 - Annual switch replacement (\$15,000)

Debt Service

This year's budget will see an increase in debt service payments due to the completion of the state revolving fund funded project at the waste-water treatment plant during FY 25-26. In the Utility Fund the annual payment increase for FY 26-27 is \$45,674. We made the last debt service payment on the financed police vehicles, making the General Fund completely debt free.

Grants & Aids

The Wauchula CRA continues to seek public/private partnerships in order to maximize the impact of the Tax Increment Financing funds. The CRA will set aside \$250,000 in additional funds for new commercial grant projects in FY 26-27. These can be seen in Dept 584-58110. Another partnership which is equally vital to the CRA, is through an interlocal agreement with Hardee County. This agreement allows the CRA to fund public relations, administered by the Main Street Wauchula organization, to support marketing, the arts, and community events held in the CRA district. This funding is seen in Dept 584-58220.

Other Uses

Transfers & Contingency

The city makes an effort each year to build contingency into the budget for unexpected expenses. The proposed budget includes contingencies as follows:

- General Fund- \$71,067
- Airport- \$10,707
- Utility- \$157,362
- Sanitation- \$42,260

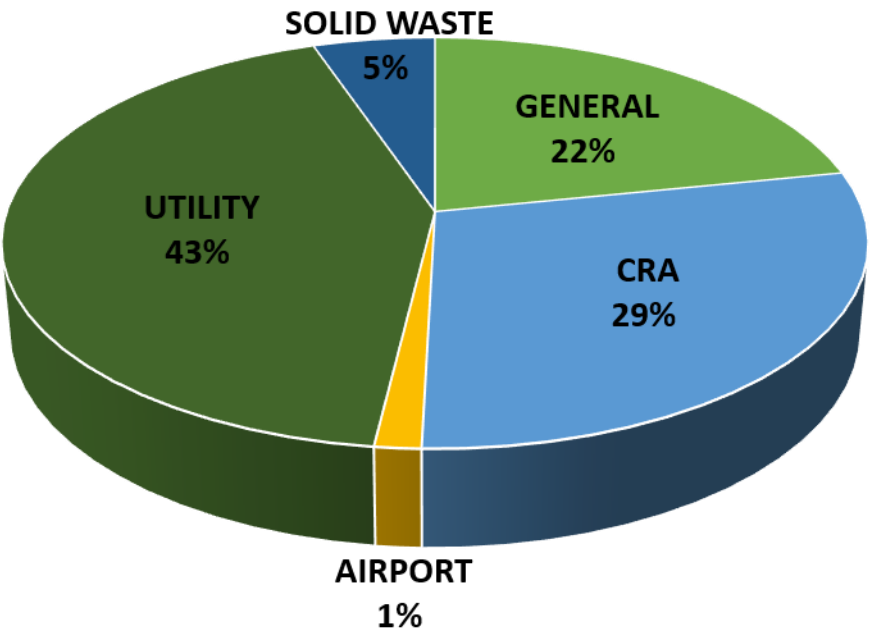
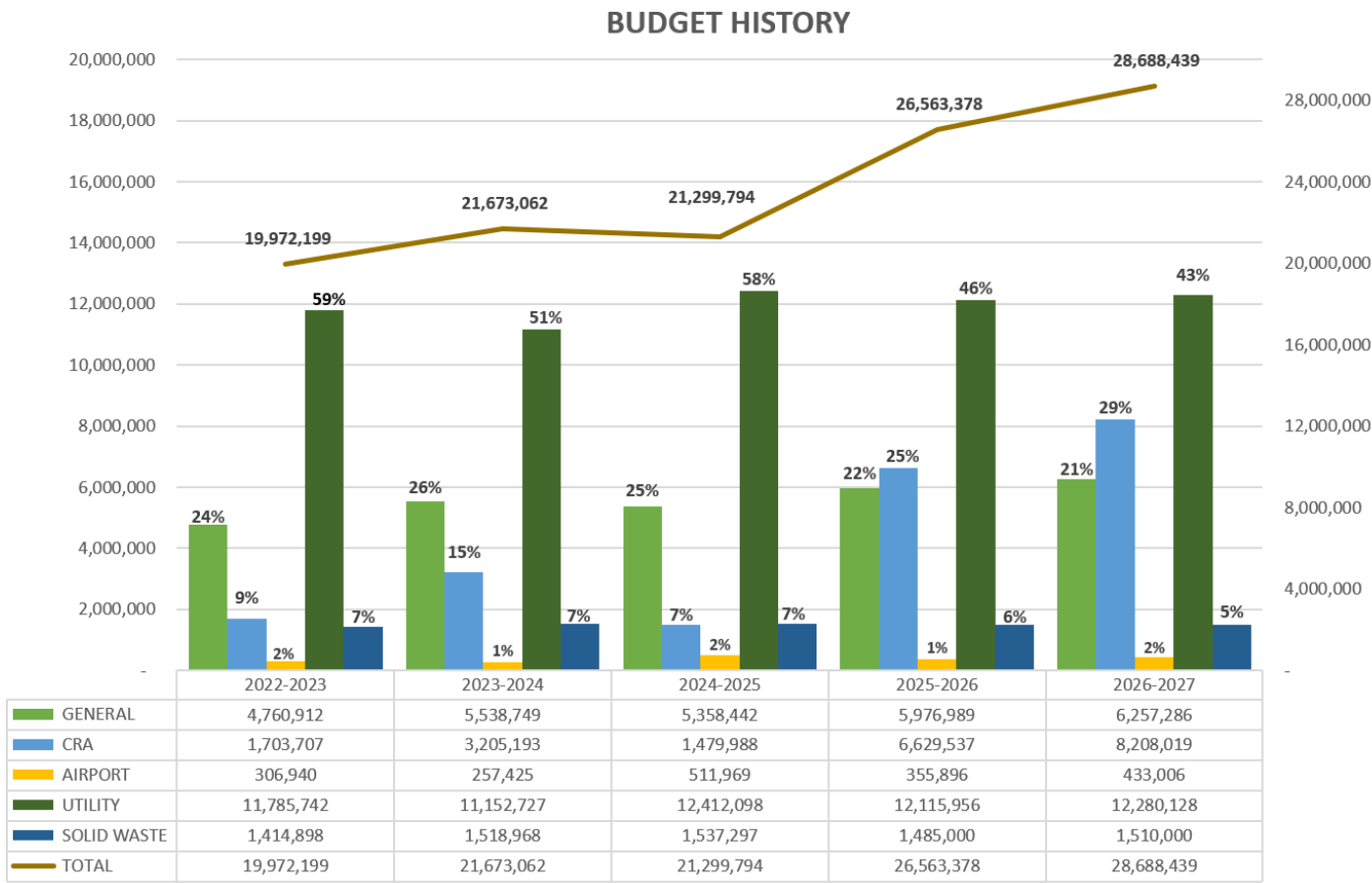
The total transfer to the General Fund from the Utility & Sanitation Funds increased by \$57,311, which is less than a 3% increase from current FY. General Fund administration supports the enterprise funds as well, and while expenses continue to increase in the General Fund the revenues to help support those expenses do not increase at the same rate.

Grant Funded & Potential Projects (Not in proposed budget)

Staff has found it more efficient to match grant funded project expenses with their relative revenue as they occur. Therefore, the following projects are expected to be in process during FY 26 -27 and be funded with grant funds.

Project	Purpose	Amount
Senior Center	Design and construct a new ADA compliant senior center	\$3,000,000
Administration Building Generator	Installation of back-up generator at the Administration and Police Department Building	\$217,251
Street Sweeper	Purchase a mechanical street sweeper to maintain city roads	\$500,000
Oak Street, Bay Street, and/or Palmetto Street Roadway Improvements	Resurfacing as much of Oak, Bay, and Palmetto Streets as funds will allow	\$2,000,000
Hogan Street Extension	Extend Hogan Street to connect North and Southbound Highway 17	\$441,125
City Wide Roadway Improvements	Mill and resurface various roads city wide	\$5,113,266
Court Street Improvements	Full depth reconstruction of approximately 350 feet of road	\$166,130
Heard Bridge Road Improvements	Mill and repave of approximately 2,000 feet of Heard Bridge Road	\$1,173,888
Heritage Park Restroom Improvements	Update restroom facility at Heritage Park	\$500,000
Community Court Park	Repurpose vacant city property to an active court park	\$2,000,000
Auditorium Safety Improvements	Upgrade current facility to include ADA accessibility, sprinkler system, fire rated curtain, upgraded rope and weight fly system, and lighting upgrades	\$2,500,000
Farr Field #1	Add a third softball field, splash pad, playground, and parking lot	\$2,867,458
Farr Field #2	Renovate 2 existing fields, restrooms, concession stand, and press box	\$3,500,000
Runway and Taxiway Extension	Feasibility and environmental studies, design and construction of a runway and taxiway extension to allow for safe landing & take-off of medium sized jet aircraft	\$9,950,000
T-Hangar #1	Design and construct an additional multi-unit T-Hangar	\$2,500,000
T-Hangar #2	Design and construct an additional multi-unit T-Hangar	\$5,000,000
Airport Taxi Lane- T-Hangars	Extend taxi lane and build additional T-Hangars	\$5,000,000
Rotating Beacon & Tower	Design and construction of a rotating beacon and tower at the airport	\$325,000
Airport Terminal Building	Design and construct a new airport terminal/pilot's lounge	\$1,750,000
Municipal Airport Deep Well Design	Design a new deep well to support economic development to include fire suppression capabilities	\$1,332,938
Airport Fuel Farm	Design new fuel station to include AVGAS	\$164,000
Advanced Metering Infrastructure (AMI)	Design and implement an advanced metering infrastructure system for electric and water meters city-wide	\$4,750,000
Southwest Area Elevated Water Tower	Design and construction of a third elevated water tower in the southwest area of the county	\$8,212,789
Heard Bridge Waterline Loop	Extend the waterline on Heard Bridge Road north to REA Road and west to Highway 17, looping the main water system	\$1,510,000
Effluent Spray Field	Develop an effluent spray field along the City's existing reuse line	\$2,000,000
WWTP Centrifuge Dewater	Design and installation of a mechanical dewatering system at WWTP to reduce sludge volume, improve efficiency, and lower operational costs	\$2,000,000
Replace Sewer Line Behind Stadium and Sunset Park Neighborhood	Reroute the sewer line that runs behind the stadium and Sunset Park to Farr Field upgrading old infrastructure and rerouting flow to the plant relieving the burden on #3 Lift Station and providing for increased capacity to the southwest service area	\$15,000,000
Power Plant Demolition	Demolition and site improvements at old power plant	\$4,000,000
WWTP Generator #1	Installation of back-up generator at the WWTP Contact Chamber	\$342,306
WWTP Generator #2	Installation of back-up generator at the WWTP Control Room	\$277,685
Storm Harden Riverview Lift Stations	Raise 3 lift stations in flood zone to improve storm hardening	\$2,386,500
Public Safety Hardened Facility	Hardened facility to expedite public safety measures aiding in restoration after disasters	\$5,000,000

OVERALL CITY-WIDE BUDGET



DEPARTMENT SUMMARY

General

City Commission	244,116
City Manager	174,210
Finance	321,921
Legal	32,000
Community Development	201,311
General Government	1,441,645
Police Department	2,222,097
Code Enforcement	105,246
Roads & Streets	727,866
Parks & Recreation	786,873

General Total 6,257,286

CRA

CRA	8,208,019
-----	-----------

CRA Total 8,208,019

Airport

Airport	433,006
---------	---------

Airport Total 433,006

Utility

Meter Reading	228,182
Customer Service	633,567
Water Plant	285,642
Water Distribution	480,784
Wastewater Treatment Plant	972,025
Sewer Collection	273,526
Utility Administration	3,256,733
Purchased Power	3,810,000
Electric Distribution	2,339,669

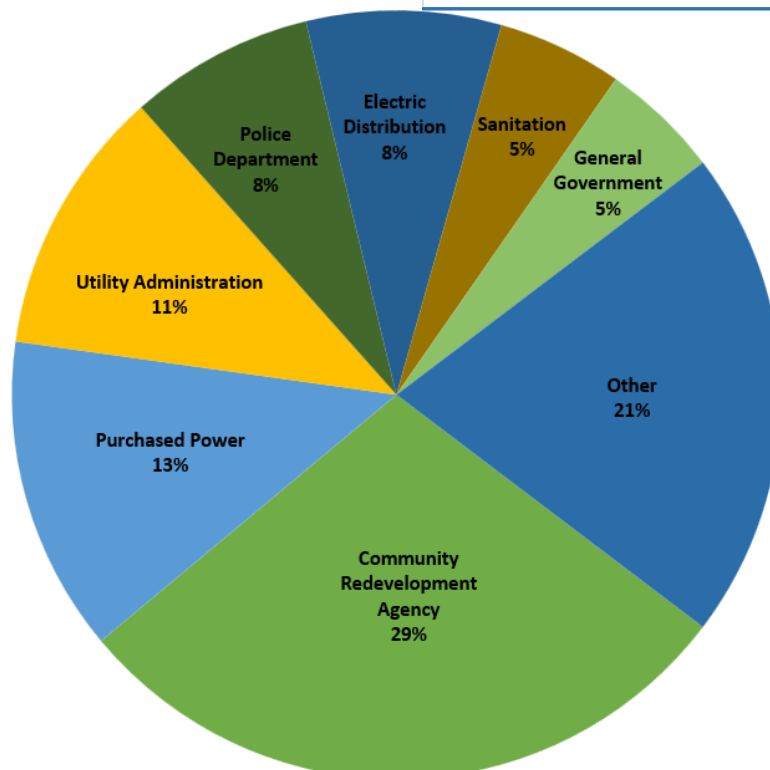
Utility Total 12,280,128

Sanitation

Sanitation	1,510,000
------------	-----------

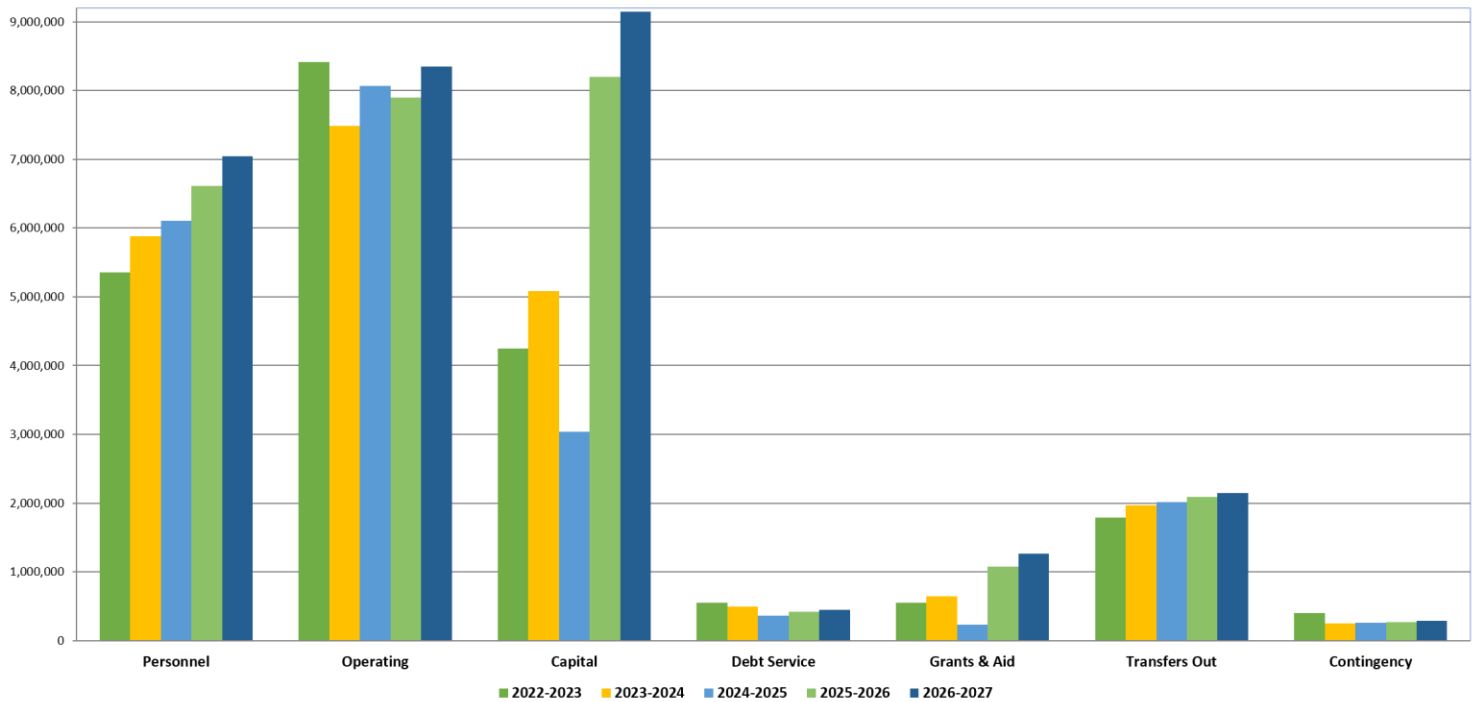
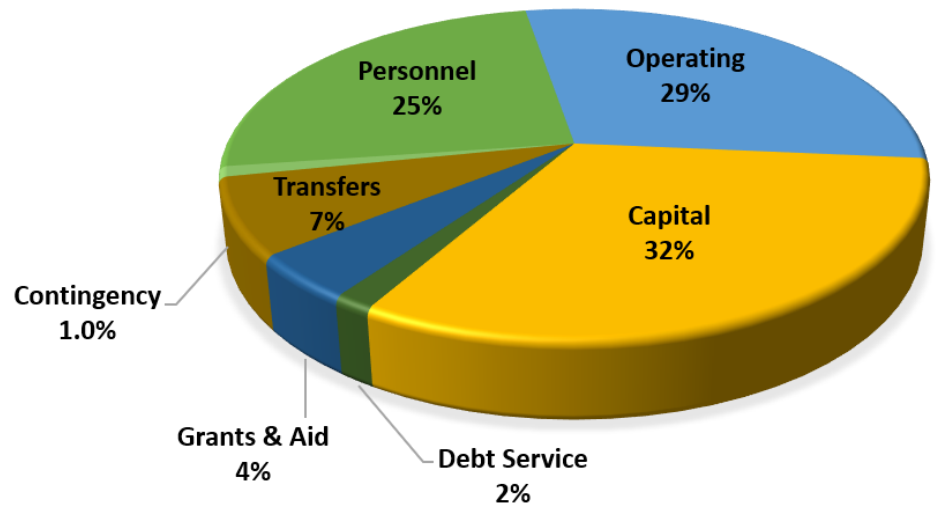
Sanitation Total 1,510,000

Grand Total 28,688,439



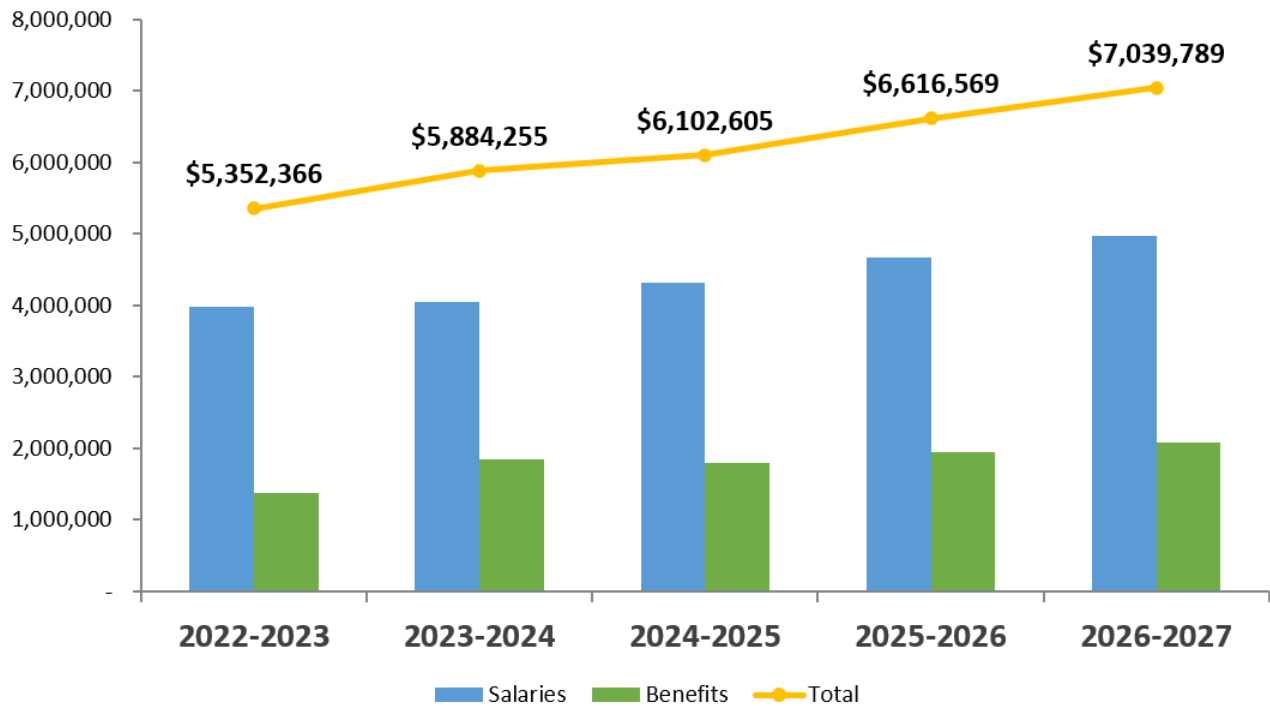
EXPENDITURES BY TYPE

Category	Budget
Personnel	7,039,945
Operating	8,351,553
Capital	9,147,769
Debt Service	446,677
Grants & Aid	1,263,846
Transfers Out	2,148,753
Contingency	289,896
Total	28,688,439

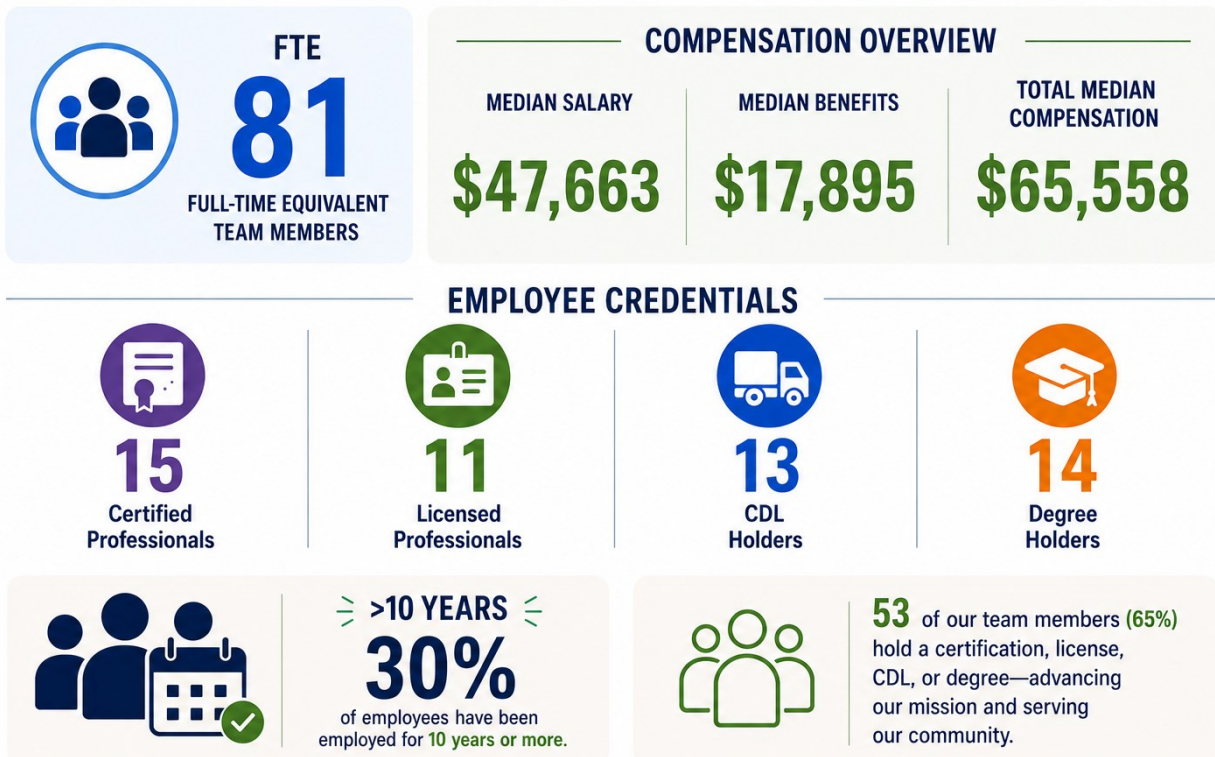


PERSONNEL

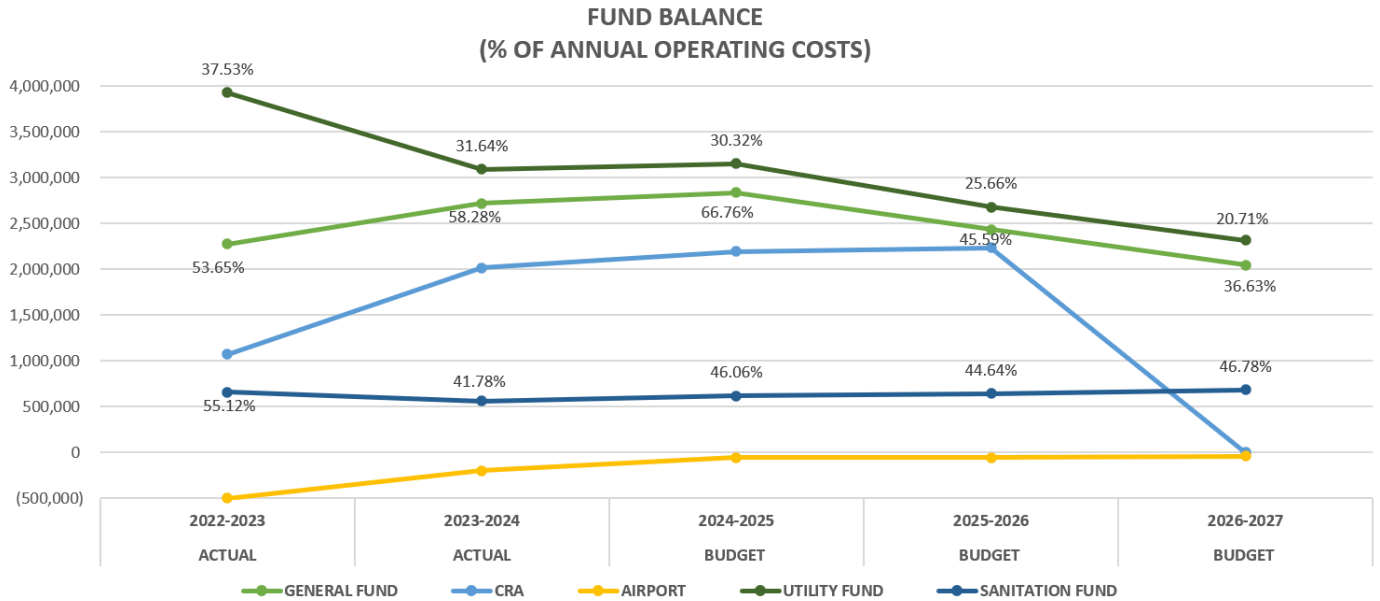
TOTAL PERSONNEL COSTS



WORKFORCE OVERVIEW



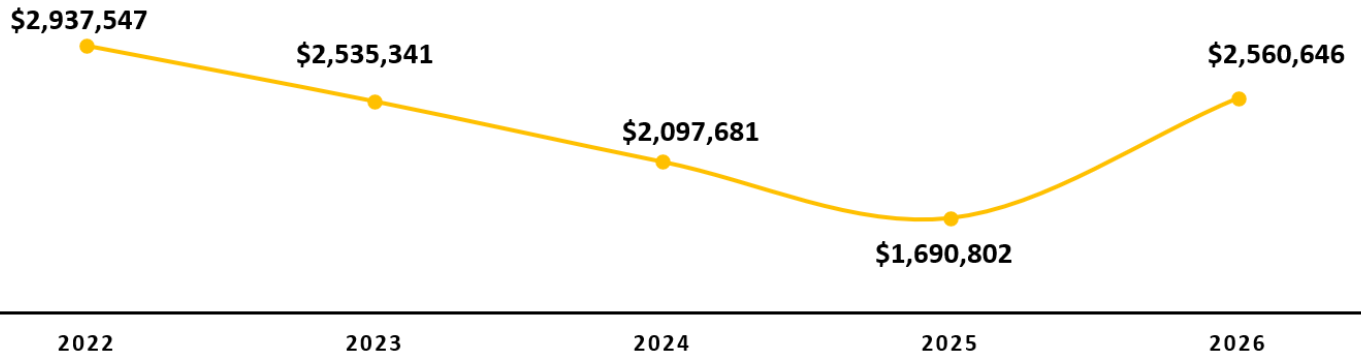
FUND BALANCE



	ACTUAL 2022-2023	ACTUAL 2023-2024	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
GENERAL FUND					
FUND BALANCE	2,277,202	2,718,249	2,836,497	2,436,153	2,047,220
% OF ANNUAL OPERATING	53.65%	58.28%	66.76%	45.59%	36.63%
CRA					
FUND BALANCE	1,072,173	2,016,582	2,192,981	2,235,274	-
% OF ANNUAL OPERATING	260.01%	488.61%	550.96%	434.42%	0.00%
AIRPORT					
FUND BALANCE	(496,909)	(197,018)	(55,778)	(55,778)	(36,571)
% OF ANNUAL OPERATING	-153.81%	-73.75%	-14.61%	-15.67%	-8.84%
UTILITY FUND					
FUND BALANCE	3,928,240	3,094,189	3,153,394	2,679,547	2,316,909
% OF ANNUAL OPERATING	37.53%	31.64%	30.32%	25.66%	20.71%
SANITATION FUND					
FUND BALANCE	662,182	563,706	617,857	644,294	686,555
% OF ANNUAL OPERATING	55.12%	41.78%	46.06%	44.64%	46.78%

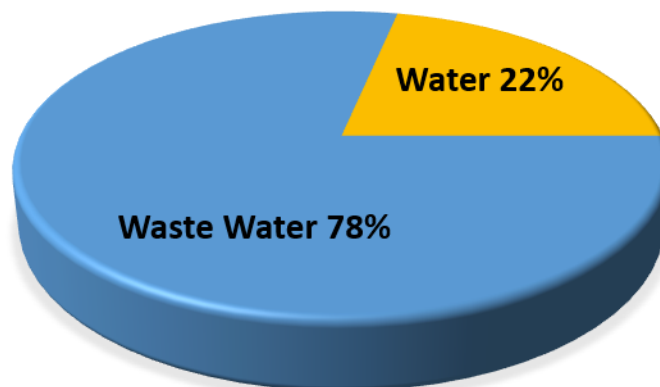
DEBT SERVICE

TOTAL DEBT HISTORY



Description	Fund	Principal	Annual Payment	Maturity Date	Lender
3- Police Department Vehicles	General	\$ -	\$ -	9/5/2026	FNB
Utility Refunding Bond	Utility	\$ 715,000	\$ 256,625	10/1/2028	BB&T
SRF 62419P	Utility	\$ 70,226	\$ 28,691	6/15/2029	DEP
SRF 250200	Utility	\$ 118,311	\$ 27,081	1/1/2030	DEP
SRF 250201	Utility	\$ 386,711	\$ 75,932	1/2/2030	DEP
SRF 250150	Utility	\$ 50,154	\$ 8,811	8/15/2032	DEP
SRF 250160	Utility	\$ 1,220,245	\$ 99,068	8/15/2057	DEP
Total Debt as of 10/01/2026		\$ 2,560,646	\$ 496,208		

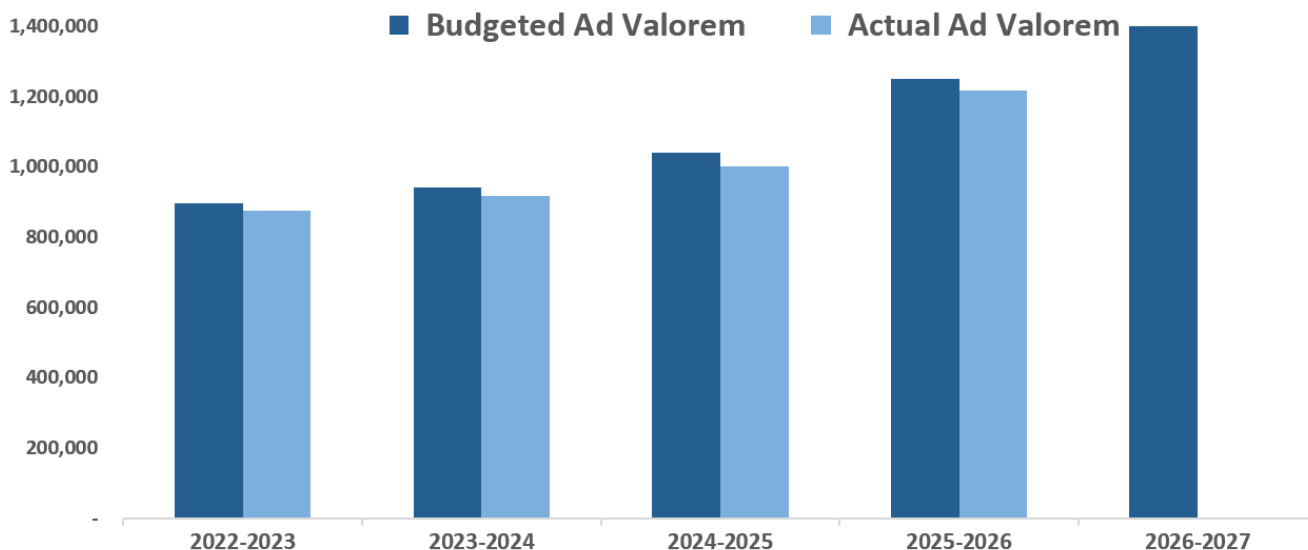
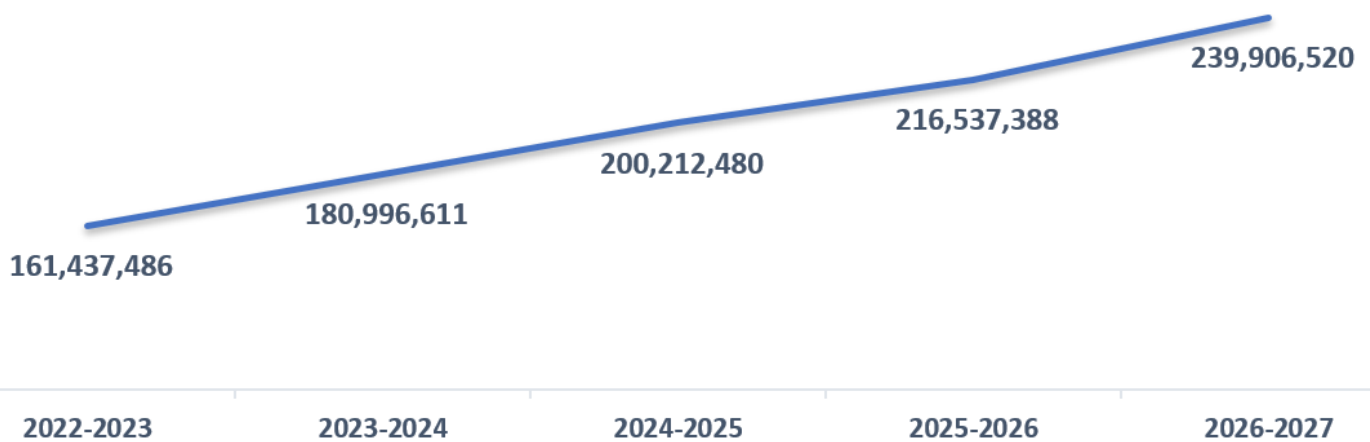
DEBT BY DEPARTMENT



ADVALOREM TAX

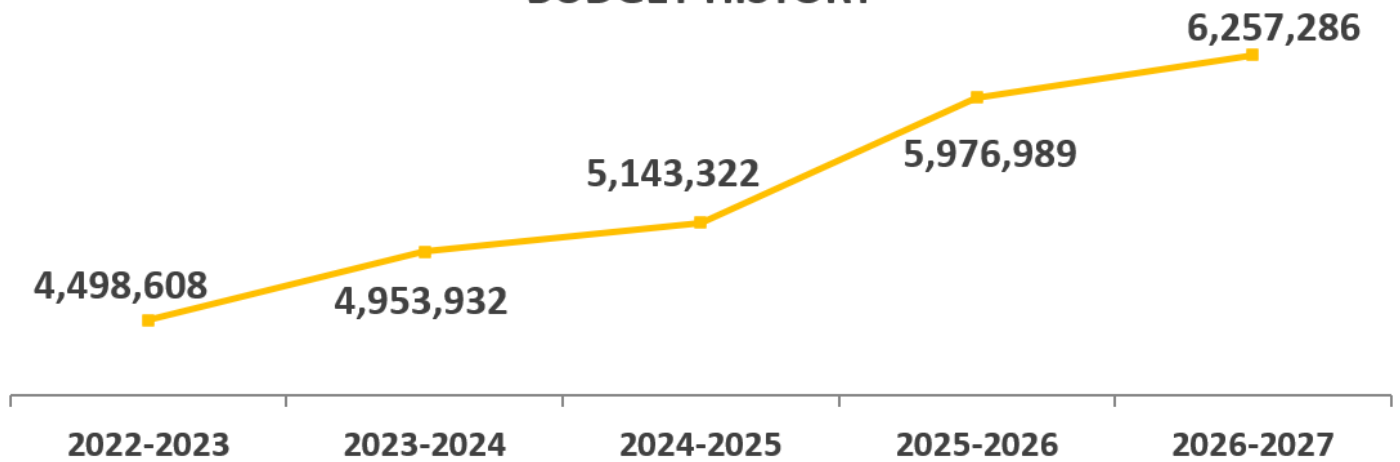
	Final Taxable Value	Proposed Millage Rate	Proposed Rate Ad Valorem	Roll-Back Millage Rate	Roll-Back Rate Ad Valorem	Budgeted Ad Valorem
2022-2023	161,437,486	5.5532	896,495	5.3781	868,227	896,495
2023-2024	180,996,611	5.2042	1,005,110	5.2042	941,943	941,943
2024-2025	200,212,480	5.1860	1,038,302	5.1860	1,038,302	1,038,302
2025-2026	216,537,388	5.7710	1,249,637	5.0794	1,099,880	1,249,637
2026-2027	239,906,520	5.8318	1,399,087	5.8318	1,399,087	1,399,087

Final Taxable Value



GENERAL FUND

BUDGET HISTORY



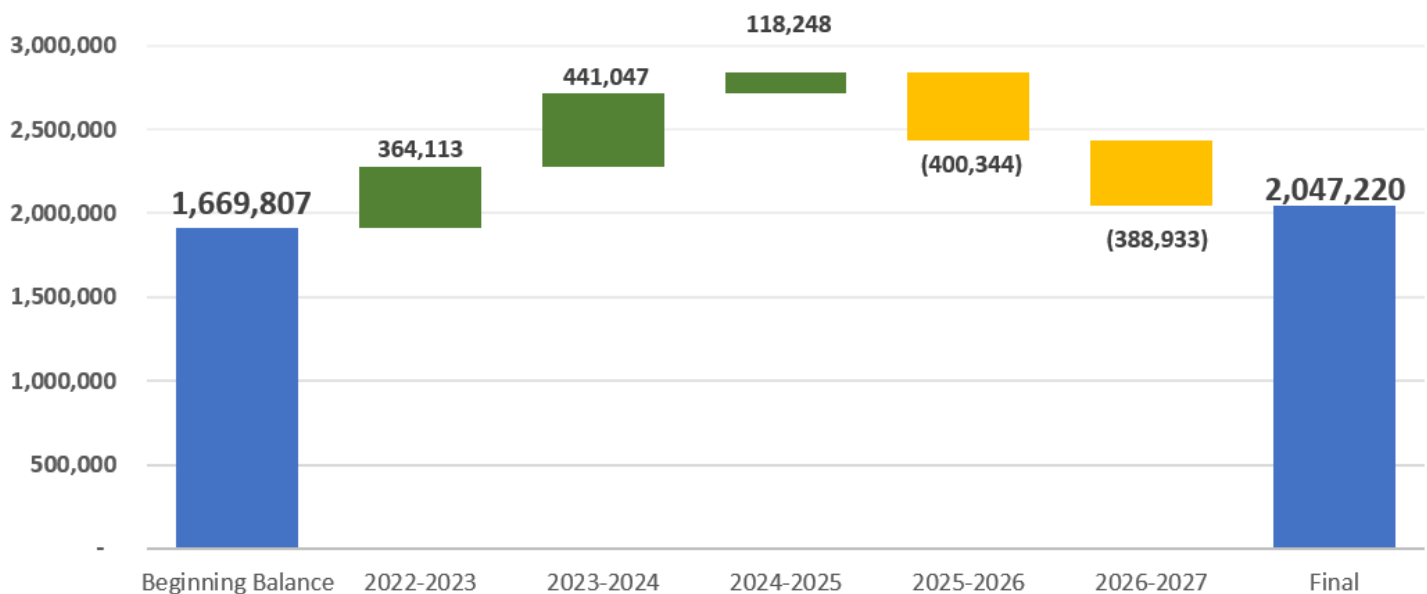
REVENUE BY TYPE

Taxes & State Revenues	\$	3,280,987	52.43%
State Contracts	\$	138,288	2.21%
Police Department Revenues	\$	143,558	2.29%
Miscellaneous	\$	85,700	1.37%
Reserves	\$	460,000	7.35%
Contribution From Other Funds	\$	2,148,753	34.34%
Grand Total	\$	6,257,286	

EXPENDITURES BY TYPE

Personnel	\$	3,416,547	54.60%
Operating	\$	1,206,536	19.28%
Capital	\$	597,000	9.54%
Debt Service	\$	-	0.00%
Grants & Aid	\$	966,136	15.44%
Contingency	\$	71,067	1.14%
Grand Total	\$	6,257,286	

CHANGE IN FUND BALANCE



GENERAL FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
TAXES					
001-311100 ADVALOREM TAXES	874,520	917,388	999,696	1,249,637	1,399,087
001-312410 \$.06 GAS TAX - CITY SHARE	72,394	69,821	66,648	71,000	71,000
001-312420 \$.05 GAS TAX - CITY SHARE	50,431	48,383	45,288	49,000	49,000
001-314100 UT TAX - UTILITY BILLING	363,862	445,518	482,750	445,000	475,000
001-314860 UT TAX -- VARIOUS	10,270	19,554	21,400	17,000	20,000
001-315000 COMM SERV TAX - DOR	167,782	175,971	187,955	185,000	190,000
TOTAL TAXES	1,539,259	1,676,634	1,803,738	2,016,637	2,204,087
LICENSE & PERMITS					
001-321000 PROF & OCCUP TAX-CITY	11,244	12,390	15,240	13,000	13,000
TOTAL LICENSE & PERMITS	11,244	12,390	15,240	13,000	13,000
FEDERAL GRANTS					
001-331210 PD FED GRANT-BULLETPROOF VEST	1,000	3,722	-	-	-
001-331220 PD FED GRANT-VOCA	50,432	55,069	49,848	52,053	52,053
TOTAL FEDERAL GRANTS	51,432	101,843	49,848	52,053	52,053
STATE SHARED REVENUES					
001-335121 ST REV SHARING-SALES TAX	221,103	208,782	210,519	200,000	210,000
001-335122 ST REV SHARE-FUEL TAX	69,058	65,210	65,753	60,000	65,000
001-335140 MOBILE HOME LICENSES	1,546	1,359	1,585	1,400	1,400
001-335150 ALCOHOLIC BEVERAGE LIC	1,409	7,227	2,592	1,500	1,500
001-335180 HALF-CENT SALES TAX	232,072	223,826	210,124	225,000	225,000
001-335190 SALES TAX--\$.01 LOCAL OPT	551,808	558,840	563,380	550,000	560,000
001-335290 PUBLIC SAFETY-ST REV SHARE	1,916	3,030	1,702	1,500	1,000
TOTAL STATE SHARED REVENUES	1,078,912	1,068,273	1,055,653	1,039,400	1,063,900
SERVICE CHARGES					
001-342100 SCHOOL RESOURCE OFFICER	25,192	44,672	47,262	47,005	47,005
TOTAL SERVICE CHARGES	41,192	44,672	47,262	47,005	47,005
TRANSPORTATION					
001-343910 CHG-MOWING RIGHT/OF/WAY	26,756	26,756	26,743	26,730	26,730
001-343912 TRAFFIC/LIGHT MAINT FDOT	90,403	100,789	102,969	105,272	108,558
001-345900 EV CHARGER SALES	-	1,084	2,780	1,000	3,000
TOTAL TRANSPORTATION	117,159	128,629	132,492	133,002	138,288

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
COURT REVENUE					
001-351100 COURT FINES	23,599	20,398	21,671	20,000	20,000
001-351150 INVESTIGATIVE FUNDS	7,469	7,821	7,496	7,000	7,000
001-351300 COURT FEES-POLICE EDUCAT	1,537	1,877	2,057	1,500	1,500
001-351405 RESTIT-OTHER LAW ENFORCE	451	326	379	500	500
001-354000 FINES -- CODE VIOLATIONS	1,748	40,522	18,305	5,000	5,000
001-354110 FINES-AUTO PHOTO-SPEED ENFCMT	-	-	-	-	10,000
TOTAL COURT REVENUE	35,808	70,946	50,873	34,000	44,000
INTEREST EARNINGS					
001-361110 INTEREST	24,484	60,909	55,153	40,000	50,000
TOTAL INTEREST EARNINGS	24,492	60,913	55,153	40,000	50,000
RENTS & ROYALTIES					
001-362200 RENT- HERITAGE PARK	-	1,899	1,900	1,800	1,900
001-362330 HISTORIC CITY HALL OFFICE LEASE	18,150	21,450	19,800	19,800	19,800
TOTAL RENTS & ROYALTIES	18,150	21,450	21,700	21,600	21,700
DISPOSITION OF ASSETS					
001-364100 SALE OF CEMETERY LOTS	55,169	17,810	5,725	3,000	3,000
001-365100 SALE OF EQUIPMENT	1,042	15,592	87,230	15,000	11,000
TOTAL DISPOSITION OF ASSETS	56,211	33,401	92,955	18,000	14,000
MISC REVENUE					
001-369910 MISC - LAW ENFORCEMENT	1,053	1,877	994	500	500
TOTAL MISC REVENUE	1,053	1,877	994	500	500
INTERFUND TRANSFER					
001-381700 TRANSFER FROM AIRPORT	26,000	-	30,000	30,000	35,000
001-381800 TRANSFER FROM RESERVES	-	-	-	475,350	460,000
TOTAL INTERFUND TRANSFER	26,000	-	30,000	505,350	495,000
CONTRIBUTION FR OTH FUND					
001-382100 CONTRIB FR UT & SAN	1,760,000	1,966,821	1,982,702	2,056,442	2,113,753
TOTAL CONTRIBUTION FR OTH FUND	1,760,000	1,966,821	1,982,702	2,056,442	2,113,753
DEBT PROCEEDS					
001-384925 LOAN PROCEEDS	-	-	-	-	-
TOTAL DEBT PROCEEDS	-	-	-	-	-
TOTAL REVENUES	4,760,912	5,538,749	5,358,442	5,976,989	6,257,286

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CITY COMMISSION & CLERK					
PERSONNEL SERVICES					
001-511-51100 EXECUTIVE SALARIES	70,172	44,326	51,561	102,665	108,909
001-511-51110 ELECTED OFFICIAL SALARIES	30,000	30,000	30,000	30,000	30,000
001-511-52100 FICA	3,160	2,943	3,051	3,784	3,874
001-511-52200 RETIREMENT	2,608	7,867	6,650	9,589	10,891
001-511-52300 HEALTH INSURANCE	42,749	46,670	45,689	58,350	59,240
001-511-52400 WORKERS COMP	318	341	321	343	387
001-511-52450 AD&D POLICY	36	33	41	65	90
TOTAL PERSONNEL SERVICES	149,044	132,181	137,313	204,795	213,391
OPERATING EXPENSE					
001-511-53400 CONTRACTUAL SERVICES	934	1,181	7,121	6,042	6,585
001-511-54000 TRAVEL & PER DIEM	1,477	930	436	2,000	2,200
001-511-54005 TRAVEL & PER DIEM - CLERK	400	775	1,447	4,240	4,000
001-511-54100 COMMUNICATIONS	2,619	2,992	3,070	3,180	2,520
001-511-54700 PRINTING & BINDING	5,031	5,842	7,489	6,000	7,000
001-511-55100 OFFICE SUPPLIES	2,203	1,576	3,038	4,708	4,340
001-511-55400 BOOKS, PUB & ED	729	170	562	550	550
001-511-55405 BOOKS & PUB - CLERK	740	740	1,348	3,095	3,530
TOTAL OPERATING EXPENSE	14,132	14,205	24,510	29,815	30,725
TOTAL CITY COMMISSION & CLERK	163,176	146,386	161,823	234,610	244,116

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CITY ADMINISTRATION					
PERSONNEL SERVICES					
001-512-51100 EXECUTIVE SALARIES	170,180	127,834	130,639	123,221	124,030
001-512-52100 FICA	2,107	1,611	1,632	1,787	1,798
001-512-52200 RETIREMENT	6,344	19,607	15,218	11,509	12,403
001-512-52300 HEALTH INSURANCE	12,771	16,130	16,840	18,998	19,564
001-512-52400 WORKERS COMP	440	472	444	473	535
001-512-52450 AD & D POLICY	31	33	35	32	45
TOTAL PERSONNEL SERVICES	191,873	165,686	164,807	156,020	158,375
OPERATING EXPENSE					
001-512-54000 TRAVEL & PER DIEM	2,880	3,373	3,550	5,900	6,750
001-512-54100 COMMUNICATIONS	353	545	560	552	540
001-512-54655 REP & MAINT TRKS & EQ	482	623	759	1,100	500
001-512-55100 OFFICE SUPPLIES	147	1,333	228	1,000	440
001-512-55211 FUEL EXPENSE	2,353	1,454	629	1,000	1,400
001-512-55400 BOOKS, PUB & ED	1,705	5,241	5,203	5,311	6,205
TOTAL OPERATING EXPENSE	7,919	12,570	10,929	14,863	15,835
TOTAL CITY ADMINISTRATION	199,792	178,256	175,736	170,883	174,210

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
FINANCING & ADMINISTRATION					
PERSONNEL SERVICES					
001-513-51100 EXECUTIVE SALARIES	97,708	93,462	86,569	91,984	96,886
001-513-51200 REGULAR SALARIES	91,560	110,804	167,159	95,651	103,022
001-513-51400 OVERTIME PAY	493	682	86	200	200
001-513-52100 FICA	4,505	4,705	6,832	2,724	2,902
001-513-52200 RETIREMENT	4,998	14,043	19,861	17,545	20,011
001-513-52300 HEALTH INSURANCE	66,803	67,789	80,290	73,103	82,499
001-513-52400 WORKERS COMP	751	805	758	808	913
001-513-52450 AD & D POLICY	119	96	131	97	135
TOTAL PERSONNEL SERVICES	266,935	292,386	361,685	282,112	306,568
OPERATING EXPENSE					
001-513-54000 TRAVEL & PER DIEM	543	3,034	2,525	5,910	6,214
001-513-54100 COMMUNICATIONS	1,193	1,077	1,380	780	780
001-513-55100 OFFICE SUPPLIES	3,776	1,492	1,007	2,500	800
001-513-55400 BOOKS, PUB & ED	1,591	1,908	3,018	6,246	7,559
TOTAL OPERATING EXPENSE	7,103	7,511	7,930	15,436	15,353
TOTAL FINANCING & ADMINISTRATION	274,038	299,896	369,615	297,548	321,921

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
LEGAL COUNSEL					
OPERATING EXPENSE					
001-514-53100 PROF SERVICES - GENERAL	23,487	32,042	27,208	32,000	30,000
001-514-53150 PROF SERVICE - AN&B	1,818	1,293	-	2,000	2,000
TOTAL OPERATING EXPENSE	25,305	33,335	27,208	34,000	32,000
TOTAL LEGAL COUNSEL	25,305	33,335	27,208	34,000	32,000

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
COMMUNITY DEVELOPMENT					
PERSONNEL SERVICES					
001-515-51100 EXECUTIVE SALARIES	67,155	70,665	78,171	80,615	84,687
001-515-51530 P&Z BOARD ALLOWANCE	5,170	4,840	4,070	6,600	6,600
001-515-52100 FICA	1,241	1,204	1,212	1,674	1,733
001-515-52200 RETIREMENT	2,589	11,259	9,190	7,529	8,469
001-515-52300 HEALTH INSURANCE	19,854	32,467	37,256	45,719	47,417
001-515-52400 WORKMENS COMP	422	453	426	454	513
001-515-52450 AD & D POLICY	50	49	52	49	67
TOTAL PERSONNEL SERVICES	96,481	120,937	130,377	142,640	149,486
OPERATING EXPENSE					
001-515-53100 PROFESSIONAL SERVICES	2,898	4,482	7,308	5,000	6,000
001-515-53130 CFRPC - PAS	22,500	20,625	36,875	38,000	36,000
001-515-54000 TRAVEL & PER DIEM	1,057	305	61	1,580	1,580
001-515-54010 TRAVEL ALLOWANCE	1,504	1,509	1,504	1,625	1,625
001-515-54100 COMMUNICATIONS	1,152	1,176	1,173	1,200	1,200
001-515-54700 PRINTING & BINDING	1,877	2,623	3,724	2,000	2,000
001-515-55100 OFFICE SUPPLIES	454	1,331	1,536	200	820
001-515-55211 FUEL EXPENSE	-	-	-	-	-
001-515-55400 BOOKS, PUB & ED	845	1,760	1,649	2,600	2,600
001-515-55600 ECONOMIC DEVELOP	4,995	5,477	5,287	5,850	-
TOTAL OPERATING EXPENSE	37,282	39,289	59,116	58,055	51,825
CAPITAL EXPENSE					
001-515-56310 VULNERABILITY ASSESSMENT	-	117,910	19,490	-	-
001-515-56320 INLAND PORT STUDY	-	50,250	100,750	-	-
TOTAL CAPITAL EXPENSE	-	168,160	120,240	-	-
TOTAL COMMUNITY DEVELOPMENT	133,763	328,386	309,734	200,695	201,311

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
OTHER GENERAL GOVERNMENT					
PERSONNEL SERVICES					
001-519-51200 REGULAR SALARIES	-	-	-	26,000	-
001-519-51210 OTHER PAY	4,945	6,739	6,816	7,020	7,020
001-519-51521 SPECIAL PAY - RET BONUS	1,850	1,850	1,850	2,140	2,140
001-519-52100 FICA	932	1,346	377	1,096	682
001-519-52200 RETIREMENT	997	15,272	6,533	4,457	1,912
001-519-52320 WELLNESS PROGRAM	14,631	9,710	7,983	12,600	10,000
001-519-52450 AD&D Policy	979	1,200	1,178	1,048	1,061
TOTAL PERSONNEL SERVICES	24,334	36,133	24,737	54,362	22,814
OPERATING EXPENSE					
001-519-53100 PROF SERVICES - GENERAL	12,542	12,281	15,000	15,000	15,000
001-519-53200 ACCOUNTING & AUDITING	11,480	19,845	15,556	16,785	16,950
001-519-53400 CONTRACTUAL SERVICES	2,848	2,780	2,780	2,900	2,900
001-519-53420 OCS - I.T. SERVICES	16,000	16,000	11,000	11,000	11,000
001-519-54100 COMMUNICATIONS	23,368	22,889	15,039	13,500	13,704
001-519-54300 UTILITIES	94,448	116,044	109,356	113,160	116,555
001-519-54310 ELECTRIC FOR ST LIGHTS	87,456	79,063	91,204	81,600	93,600
001-519-54320 ELECTRIC FOR TRAFFIC LIGHTS	20,626	27,941	28,770	30,552	30,552
001-519-54410 RENTALS-OFFICE EQUIP	2,685	3,787	3,603	4,236	4,680
001-519-54500 INSURANCE	84,927	102,489	103,215	119,184	115,260
001-519-54610 MAINT AGREEMENTS	19,272	25,044	25,220	24,100	29,579
001-519-54620 REP & MAINT -BLDGS	62,145	53,018	19,180	33,000	10,000
001-519-54655 REP&MAINT TRKS&EQ-SHOP	1,495	144	1,415	1,000	1,000
001-519-54656 REP&MAINT TRKS&EQ- WH	220	498	820	1,500	2,250
001-519-54700 PRINTING & BINDING	1,481	2,109	100	2,145	1,605
001-519-54900 OTHER CURRENT CHARGES	3,543	4,066	4,684	4,775	4,775
001-519-54902 COMMUNITY INVOLVEMENT	7,649	7,856	10,576	13,510	13,000
001-519-54905 EMPLOYEE APPREC EXPENSE	1,530	747	771	792	828
001-519-54920 EMPLOYEE RECOGNITION EXP	290	346	1,593	2,500	2,500
001-519-55100 OFFICE SUPPLIES	3,628	4,111	5,737	1,200	1,200
001-519-55200 OPERATING SUP & EXP	14,572	15,412	17,977	14,865	13,000
001-519-55211 FUEL EXPENSE- SHOP	1,523	1,020	349	500	2,400
001-519-55213 FUEL EXPENSE- WAREHOUSE	63	241	418	300	300
001-519-55216 ELECTRIC CHARGING STATION EXP	6,855	5,589	2,652	9,720	9,720
001-519-55220 SMALL TOOLS - SHOP	5,364	3,736	5,245	5,300	3,000
001-519-55221 OP SUP & EXP - SHOP	9,313	8,758	8,780	10,000	7,100
001-519-55240 OP SUP - WAREHOUSE	5,003	3,108	3,304	4,500	3,850
001-519-55245 OP SUP & EXP - CEMETERY	3,277	4,811	2,480	4,500	3,400
001-519-55400 BOOKS, PUB & ED	7,010	2,840	1,437	3,850	5,480
001-519-55500 SAFETY	-	158	-	1,000	1,000
TOTAL OPERATING EXPENSE	510,610	546,729	508,262	546,974	536,188

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
OTHER GENERAL GOVERNMENT					
CAPITAL EXPENSE					
001-519-56200 CAPITAL- BUILDINGS	-	-	10,700	-	-
001-519-56300 CAPITAL- IMP O/T BLDGS	7,400	-	-	15,350	-
TOTAL CAPITAL EXPENSE	7,400	-	10,700	15,350	-
GRANTS & AIDS					
001-519-58200 AIDS TO PRIVATE ORG	17,962	18,233	19,031	19,560	19,560
TOTAL GRANTS & AIDS	17,962	18,233	19,031	19,560	19,560
OTHER USES					
001-519-59100 TRANSFER TO CRA	418,091	460,696	535,152	674,098	792,016
001-519-59900 CONTINGENCIES	-	-	-	75,006	71,067
TOTAL OTHER USES	418,091	460,696	535,152	749,104	863,083
TOTAL OTHER GENERAL GOVERNMENT	978,397	1,061,792	1,097,882	1,385,350	1,441,645

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
POLICE DEPARTMENT					
PERSONNEL SERVICES					
001-521-51100 EXECUTIVE SALARIES	222,143	211,149	225,161	238,064	252,179
001-521-51200 REGULAR SALARIES	650,385	651,819	683,833	734,709	787,145
001-521-51210 PART TIME WAGES	21,482	38,210	28,482	36,702	36,702
001-521-51222 SALARIES - VOCA GRANT	41,196	43,765	47,281	49,028	52,770
001-521-51400 OVERTIME PAY	101,154	93,376	63,819	80,000	80,000
001-521-51510 OTHER PAY-POLICE INCENT	10,846	8,684	9,187	12,000	10,000
001-521-52100 FICA	18,446	17,288	18,877	21,409	22,638
001-521-52122 FICA/MED - VOCA GRANT	488	517	562	711	765
001-521-52200 RETIREMENT	37,563	142,422	112,801	104,250	116,595
001-521-52222 RETIRMNT-VOCA GRANT	1,535	6,975	5,633	4,579	5,277
001-521-52300 HEALTH INSURANCE	232,239	224,850	230,192	258,266	289,577
001-521-52323 LIFE/HLTH INS VOCA GRANT	18,194	19,037	17,298	22,951	23,754
001-521-52400 WORKERS COMP	45,638	48,945	46,057	49,086	55,469
001-521-52422 WORK COMP-VOCA GRANT	151	162	153	163	184
001-521-52450 AD & D POLICY	2,277	545	2,355	2,333	2,583
TOTAL PERSONNEL SERVICES	1,403,736	1,507,744	1,491,692	1,614,252	1,735,638
OPERATING EXPENSE					
001-521-53100 PROF SERVICES - GENERAL	465	7,063	5,618	1,000	1,000
001-521-53120 PROF SERV - REDACT & TRANSCRIBE	-	-	-	5,000	5,000
001-521-53420 CONTRACTUAL SERVICES- IT	-	-	-	-	5,000
001-521-53500 INVESTIGATIONS	2,387	648	2,986	1,500	1,500
001-521-54000 TRAVEL & PER DIEM	8,754	8,537	2,929	6,000	6,000
001-521-54100 COMMUNICATIONS	12,644	13,775	15,600	14,620	16,312
001-521-54110 COMMUNICATIONS-RADIO	384	-	-	1,000	1,000
001-521-54140 POSTAGE & SHIPPING	321	186	418	500	500
001-521-54300 UTILITIES	9,283	9,027	9,789	9,792	10,080
001-521-54400 RENTALS & LEASES	23,938	18,440	23,193	29,600	25,275
001-521-54500 INSURANCE	33,135	43,329	43,411	53,455	43,785
001-521-54610 MAINT AGREEMENTS	325	2,350	1,090	3,805	3,760
001-521-54620 REP & MAINT -BLDGS	1,290	1,208	9,260	2,000	2,000
001-521-54655 REP & MAINT TRKS & EQ	21,746	22,569	13,572	20,000	15,000
001-521-54700 PRINTING & BINDING	442	363	969	500	500
001-521-54905 EMPLOYEE APPREC EXPENSE	790	716	627	648	648
001-521-55100 OFFICE SUPPLIES	4,156	3,874	1,456	5,500	2,500
001-521-55200 OPERATING SUP & EXP	33,937	38,383	26,826	33,600	34,800
001-521-55210 OP SUP & EXP- BULLET PROOF VEST	6,849	4,263	-	2,100	2,100
001-521-55211 FUEL EXPENSE	58,313	62,154	55,442	60,000	60,000
001-521-55212 UNIFORMS	6,161	5,624	11,137	6,500	6,500
001-521-55400 BOOKS, PUB & ED	15,467	16,639	9,227	4,726	5,480
TOTAL OPERATING EXPENSE	240,788	259,148	233,550	261,846	248,740

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
POLICE DEPARTMENT					
CAPITAL EXPENSE					
001-521-56440 CAPITAL- VEHICLES	108,775	160,888	165,804	180,000	120,000
TOTAL CAPITAL EXPENSE	108,775	160,888	165,804	180,000	120,000
DEBT SERVICE					
001-521-57100 PRINC: INTERNAL LOAN- UT	-	-	-	-	-
001-521-57150 PRINC: CHARGER PATROL	49,894	51,729	53,654	21,700	-
001-521-57200 INT: INTERNAL LOAN- UT	-	-	-	-	-
001-521-57350 INT: CHARGER PATROL	6,399	4,564	1,956	900	-
TOTAL DEBT SERVICE	56,293	56,293	55,610	22,600	-
GRANTS & AIDS					
001-521-58110 ANIMAL CONTROL CONTR	15,319	19,580	20,933	22,190	34,765
001-521-58120 CONTRIBUTION TO DISPATCH	27,500	39,021	43,934	82,955	82,955
TOTAL GRANTS & AIDS	42,819	58,601	64,867	105,145	117,720
TOTAL POLICE DEPARTMENT	1,852,411	2,042,675	2,011,522	2,183,842	2,222,097

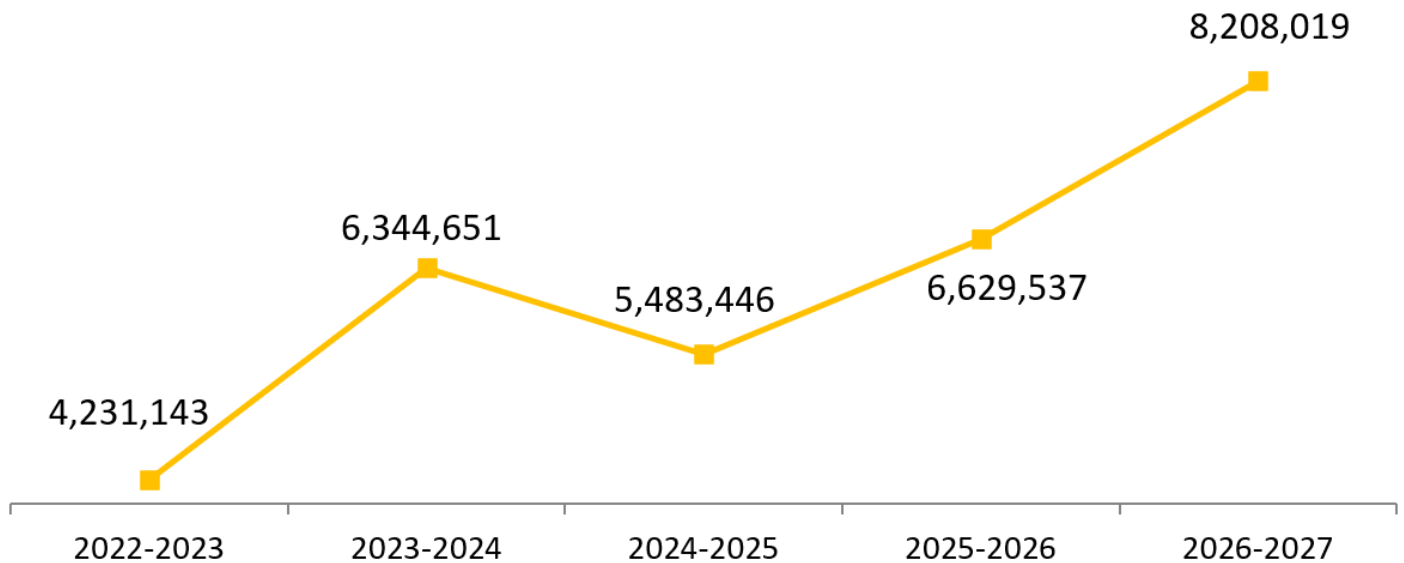
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CODE ENFORCEMENT					
PERSONNEL SERVICES					
001-524-51200 REGULAR SALARIES	39,239	41,781	44,125	45,315	47,778
001-524-52100 FICA	471	491	513	659	695
001-524-52200 RETIREMENT	1,516	6,431	5,165	4,251	4,796
001-524-52300 HEALTH INSURANCE	22,467	24,196	25,510	30,480	31,612
001-524-52400 WORKER'S COMP	136	146	137	165	165
001-524-52450 AD & D POLICY	33	33	35	32	45
TOTAL PERSONNEL SERVICES	63,862	73,077	75,492	80,902	85,090
OPERATING EXPENSE					
001-524-53100 PROFESSIONAL SERVICES	8,142	16,084	21,088	20,000	15,000
001-524-53410 CODE ENF- LOT CLEANING	439	-	-	3,000	-
001-524-54100 TELEPHONE	301	302	301	300	300
001-524-54140 POSTAGE & SHIPPING	502	2,066	1,810	1,500	1,500
001-524-54500 INSURANCE	350	477	478	578	481
001-524-54655 REP & MAINT TRKS & EQ	36	55	246	600	600
001-524-55100 OFFICE SUPPLIES	44	463	241	300	1,000
001-524-55211 FUEL EXPENSE	1,131	1,128	917	1,200	1,000
001-524-55212 BOOT ALLOWANCE	134	80	125	125	125
001-524-55400 BOOKS, PUB & ED	-	55	-	150	150
TOTAL OPERATING EXPENSE	11,078	20,710	25,205	27,753	20,156
TOTAL CODE ENFORCEMENT	74,940	93,786	100,697	108,655	105,246

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ROADS & STREETS					
PERSONNEL SERVICES					
001-541-51200 REGULAR SALARIES	96,553	116,878	127,367	134,365	142,626
001-541-51400 OVERTIME PAY	7,995	5,881	5,324	5,500	6,500
001-541-52100 FICA	1,741	3,113	1,714	2,034	2,154
001-541-52200 RETIREMENT	3,985	18,938	15,606	13,421	15,134
001-541-52300 HEALTH INSURANCE	27,337	34,740	30,646	34,050	34,841
001-541-52400 WORKERS COMP	6,744	7,232	6,805	7,253	8,197
001-541-52450 AD & D POLICY	76	98	104	97	135
TOTAL PERSONNEL SERVICES	144,430	186,880	187,567	196,720	209,585
OPERATING EXPENSE					
001-541-53100 PROF SERVICES - GENERAL	3,782	5,383	6,218	5,000	5,000
001-541-53400 CONTRACTUAL SERVICES	17,938	19,688	24,063	30,000	26,400
001-541-54100 COMMUNICATIONS	1,001	1,096	1,075	1,104	1,032
001-541-54400 RENTALS & LEASES	-	-	-	5,000	4,000
001-541-54500 INSURANCE	1,910	2,605	2,612	3,156	2,624
001-541-54600 REPAIRS & MAINTENANCE	28,890	34,786	20,669	30,000	25,000
001-541-54601 REP & MAINT- PAVING	-	3,315	2,521	5,000	5,000
001-541-54602 REP & MAINT- SIDEWALKS	3,570	5,939	11,830	5,000	10,000
001-541-54610 REP & MAINT- TRAF LIGHTS	39,281	25,398	22,009	40,000	26,500
001-541-54655 REP & MAINT- TRKS & EQ	2,883	1,602	2,222	2,000	3,000
001-541-55200 OPERATING SUP & EXP	8,740	2,723	5,054	6,500	6,700
001-541-55211 FUEL EXPENSE	8,260	7,960	8,426	8,000	14,500
001-541-55212 BOOT ALLOWANCE	268	285	375	375	375
001-541-55230 OP SUP - SMALL TOOLS	1,291	2,874	2,809	4,200	4,150
TOTAL OPERATING EXPENSE	117,813	113,652	109,882	145,335	134,281
CAPITAL EXPENSE					
001-541-56305 PAVEMENT MANAGEMENT PLAN	-	-	-	-	100,000
001-541-56391 ROAD MILL & REPAVE	-	-	-	230,000	230,000
001-541-56400 CAPITAL-MACHINERY & EQ	-	33,657	-	-	54,000
001-541-56410 HIDDEN CREEK ST LIGHTS	-	-	-	50,000	-
001-541-56550 LOUISIANA ST SIDEWALK	22,340	-	-	-	-
TOTAL CAPITAL EXPENSE	22,340	33,657	-	280,000	384,000
TOTAL ROADS & STREETS	484,881	532,961	1,151,199	622,055	727,866

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
PARKS & GROUNDS					
PERSONNEL SERVICES					
001-572-51200 REGULAR SALARIES	182,609	223,790	243,282	331,238	350,271
001-572-51210 PART TIME WAGES	4,246	5,040	2,328	7,000	5,000
001-572-51400 OVERTIME PAY	3,686	3,248	2,048	7,000	4,000
001-572-52100 FICA	4,639	5,399	5,816	8,026	10,522
001-572-52200 RETIREMENT	5,812	29,691	23,975	28,249	27,505
001-572-52300 HEALTH INSURANCE	44,390	73,399	78,642	109,798	123,002
001-572-52400 WORKERS COMP	12,219	13,104	12,331	13,142	14,851
001-572-52450 AD & D POLICY	212	240	246	324	449
TOTAL PERSONNEL SERVICES	257,812	353,911	368,668	504,777	535,600
OPERATING EXPENSE					
001-572-54100 COMMUNICATIONS	-	51	-	-	1,440
001-572-54500 INSURANCE	20,604	28,096	28,176	34,033	28,293
001-572-54600 REP & MAINT	15,716	23,855	19,880	20,000	20,000
001-572-54610 MAINT AGREEMENTS	92	137	1,263	950	2,850
001-572-54630 REP & MAINT - LAWN EQ	15,723	9,014	7,623	6,500	8,000
001-572-54655 REP & MAINT TRKS & EQ	3,847	4,666	3,641	4,500	4,500
001-572-55200 OPERATING SUP & EXP	18,097	21,666	18,619	18,300	20,200
001-572-55211 FUEL EXPENSE	21,977	22,463	21,759	20,000	29,900
001-572-55212 BOOT ALLOWANCE	928	730	1,000	1,250	1,250
001-572-55230 OP SUP- SMALL TOOLS	4,310	3,681	4,729	7,000	5,000
TOTAL OPERATING EXPENSE	101,293	114,518	106,690	112,733	121,433
CAPITAL EXPENSE					
001-572-56400 CAPITAL-MACHINERY & EQ	31,463	16,652	31,542	19,500	93,000
001-572-56440 CAPITAL - VEHICLES	39,673	-	-	63,000	-
TOTAL CAPITAL EXPENSE	71,136	16,652	31,542	82,500	93,000
GRANTS & AIDS					
001-572-58100 CONTR TO RECREATION	5,000	5,000	-	5,000	2,500
001-572-58110 CONTRI TO RECRE COMPLEX	32,450	34,340	34,340	34,340	34,340
TOTAL GRANTS & AIDS	37,450	39,340	34,340	39,340	36,840
TOTAL PARKS & GROUNDS	467,692	524,422	541,240	739,350	786,873
TOTAL GENERAL FUND EXPENSES	4,654,395	5,241,898	5,946,656	5,976,989	6,257,286

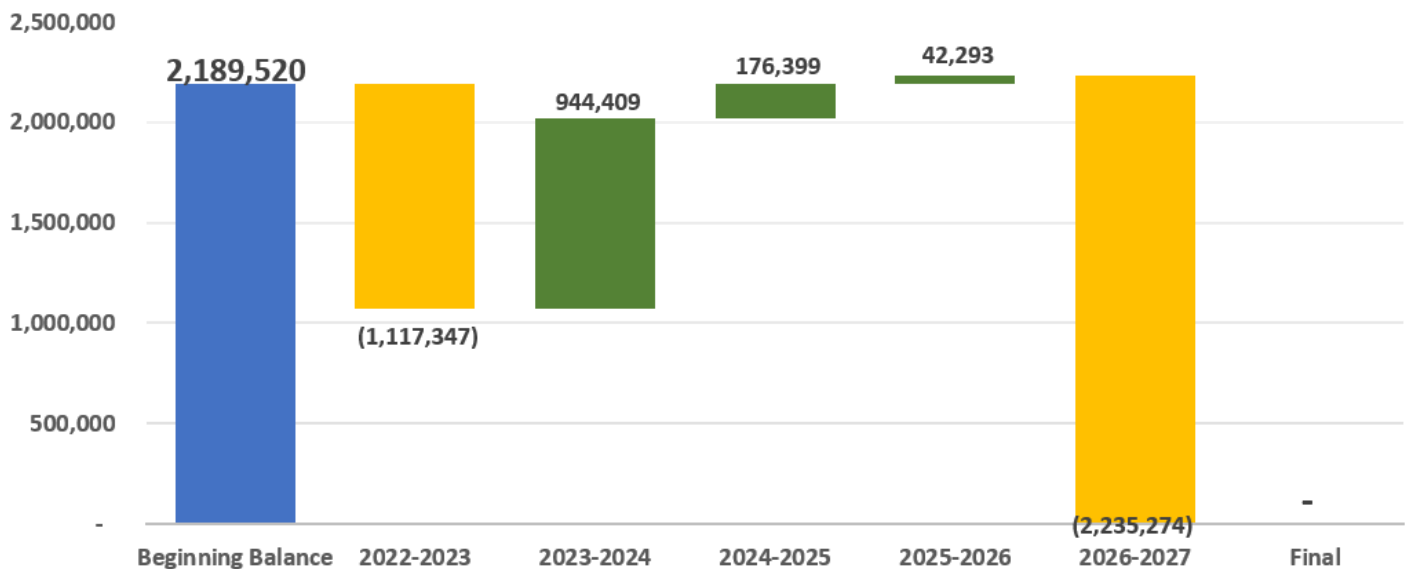
COMMUNITY REDEVELOPMENT AGENCY FUND

BUDGET HISTORY



REVENUES BY TYPE			EXPENDITURES BY TYPE		
Grants	\$	4,236,729	51.62%	Personnel	\$ 119,142 1.45%
Tax Increment Financing	\$	1,716,016	20.91%	Operating	\$ 173,899 2.12%
Reserves	\$	2,235,274	27.23%	Capital	\$ 7,617,269 92.80%
Miscellaneous	\$	20,000	0.24%	Grants & Aid	\$ 297,710 3.63%
Grand Total	\$	8,208,019		Grand Total	\$ 8,208,019

CHANGE IN FUND BALANCE



COMMUNITY REDEVELOPMENT AGENCY FUND LINE-ITEM DETAIL

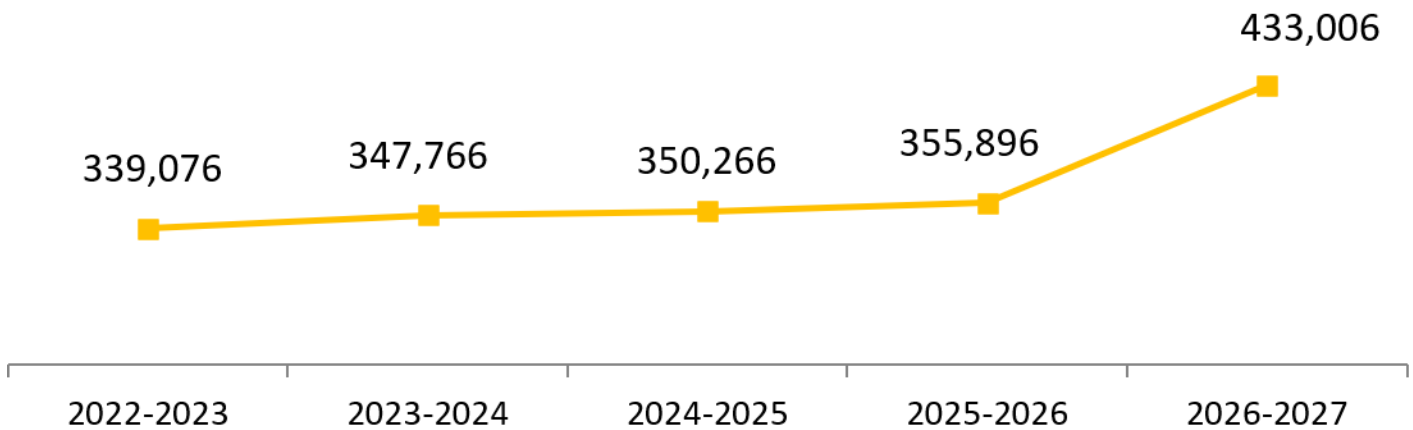
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
GRANT PROCEEDS					
103-334490 DEO- AUDITORIUM PARKING	42,156	327,393	-	-	-
103-334740 RTP- PEACE RIVER PARK	-	200,000	-	-	-
103-334780 STATE LEG APP- FARR FIELD	-	11,080	-	2,867,458	1,736,729
103-334770 HIST PRES- AUDITORIUM	-	70,500	-	-	-
103-334770 STATE LEG APP- AUDITORIUM	-	-	-	-	2,500,000
103-337400 IDA- AUDITORIUM PARKING	42,156	717,268	-	-	-
TOTAL GRANT PROCEEDS	544,727	1,326,241	-	2,867,458	4,236,729
INTEREST EARNINGS					
103-361121 INTEREST -- CRA MM	43,018	36,540	78,541	20,000	20,000
TOTAL INTEREST EARNINGS	43,018	36,540	78,541	20,000	20,000
DISPOSITION OF ASSETS					
103-364200 SALE OF PROPERTY	-	602,705	-	-	-
103-364210 SALE OF VCTC	35,333	-	-	-	-
TOTAL DISPOSITION OF ASSETS	35,333	602,705	-	-	-
CONTRIBUTON & DONATION					
103-366300 Cont. Hardee Co. TIF	662,538	779,010	866,295	875,000	924,000
TOTAL CONTRIBUTON & DONATION	662,538	779,010	866,295	875,000	924,000
INTERFUND TRANSFERS					
103-381200 TIF TRANSFER FROM GEN	418,091	460,696	535,152	674,098	792,016
103-381800 TRANS FROM CRA RES	-	-	-	2,192,981	2,235,274
TOTAL INTERFUND TRANSFERS	418,091	460,696	535,152	2,867,079	3,027,290
TOTAL REVENUES	1,703,707	3,205,193	1,479,988	6,629,537	8,208,019

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WAUCHULA CRA					
PERSONNEL SERVICES					
103-584-51100 EXECUTIVE SALARIES	63,453	68,562	72,486	75,084	77,586
103-584-52100 FICA	755	815	863	1,099	1,135
103-584-52200 RETIREMENT	2,394	10,537	8,443	7,078	7,829
103-584-52300 HEALTH INSURANCE	22,467	24,196	26,010	30,480	31,612
103-584-52320 WELLNESS PROGRAM	707	641	407	700	700
103-584-52400 WORKERS COMP	212	222	209	252	235
103-584-52450 AD & D POLICY	33	33	35	32	45
TOTAL PERSONNEL SERVICES	90,022	105,007	108,453	114,725	119,142
OPERATING EXPENSE					
103-584-53100 PROF SERVICES - GENERAL	12,627	60,593	5,244	15,000	10,000
103-584-53150 ACCOUNTING & AUDITING	3,870	9,784	15,289	4,200	4,238
103-584-53200 CRA MASTER PLAN	-	-	22,450	-	-
103-584-53400 CONTRACTUAL SERVICES	58,219	68,550	88,608	88,400	-
103-584-53436 BROWNFIELD CLEANUP	187,062	77,302	25,519	25,000	125,000
103-584-54000 TRAVEL & PER DIEM	1,302	1,430	1,494	2,000	2,000
103-584-54100 COMMUNICATIONS	963	965	963	960	960
103-584-54400 RENTALS & LEASES	12,000	11,000	13,000	12,000	12,000
103-584-54500 INSURANCE	1,001	1,059	1,071	1,287	1,236
103-584-54700 PRINTING & BINDING	2,142	2,470	3,310	3,600	3,500
103-584-55100 CRA OFFICE SUPPLIES	407	1,678	-	500	500
103-584-55200 OPERATING SUP & EXP	6,425	7,660	21,316	8,800	9,900
103-584-55400 BOOKS, PUB & ED	1,315	1,335	1,377	3,065	4,565
TOTAL OPERATING EXPENSE	287,333	243,825	199,639	164,812	173,899

	2022-2023 ACTUAL	2023-2024 BUDGET	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
103-584-56100 LAND ACQUISITION	-	-	-	-	300,000
103-584-56200 BUILDINGS- AUDITORIUM	287,551	97,784	305,300	-	65,000
103-584-56200 LP GRANT- AUDITORIUM	-	-	-	-	2,500,000
103-584-56220 IN-FILL HOUSING	461,925	43,422	-	1,245,000	1,245,000
103-584-56310 AUDITORIUM PARKING LOT	84,312	1,111,004	4,278	-	-
103-584-56320 POWER PLANT REPURPOSE	-	-	-	1,000,000	1,000,000
103-584-56331 1ST AVE WATER/SEWER EXT	-	-	-	200,000	-
103-584-56558 SIDEWALKS & ST LIGHTS	-	-	13,592	100,000	150,000
103-584-56560- FARR FIELD COMPLEX	5,535	11,080	263,325	3,500,000	2,345,269
103-584-56564 CREWS PARK	12,839	661,878	-	-	-
103-584-56565 PEACE RIVER PARK	1,430,711	109,506	-	-	-
103-584-56570 PARKS AT PEACE RIVER	-	-	-	-	12,000
103-584-56576 HERITAGE PARK ELECTRICAL	-	-	22,297	70,000	-
TOTAL CAPITAL EXPENSE	2,282,872	2,034,674	608,791	6,115,000	7,617,269
GRANTS & AIDS					
103-584-58110 GRANTS - COMMERCIAL	-	28,888	54,937	200,000	250,000
103-584-58115 TIF REBATE PROGRAM	-	-	-	-	12,710
103-584-58220 PUBLIC RELATIONS	35,000	35,000	35,000	35,000	35,000
TOTAL GRANTS & AIDS	35,000	63,888	89,937	235,000	297,710
TOTAL WAUCHULA CRA EXPENSES	2,695,227	2,447,394	1,006,820	6,629,537	8,208,019

AIRPORT FUND

BUDGET HISTORY



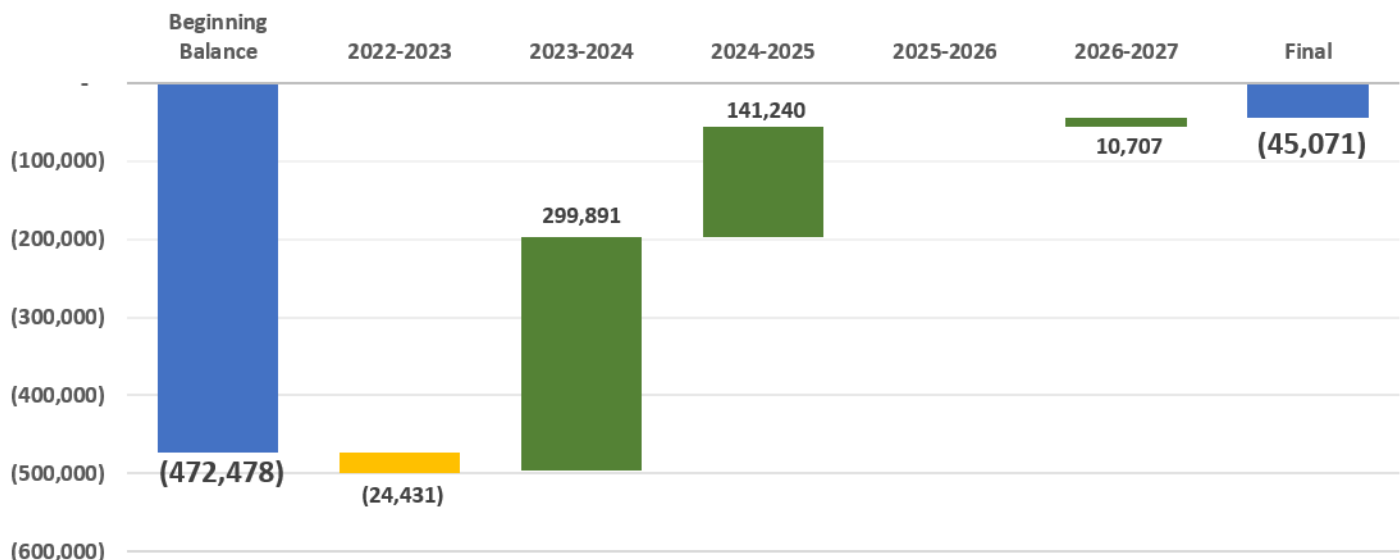
REVENUE BY TYPE

Fuel Sales	\$ 290,000	66.97%
Hangar Rentals	\$ 134,106	30.97%
Miscellaneous Revenues	\$ 8,900	2.06%
Grand Total	\$ 433,006	

EXPENDITURES BY TYPE

Personnel	\$ 1,739	0.40%
Operating	\$ 385,561	89.04%
Transfers Out	\$ 35,000	8.08%
Contingency	\$ 10,707	2.47%
Grand Total	\$ 433,006	

CHANGE IN FUND BALANCE



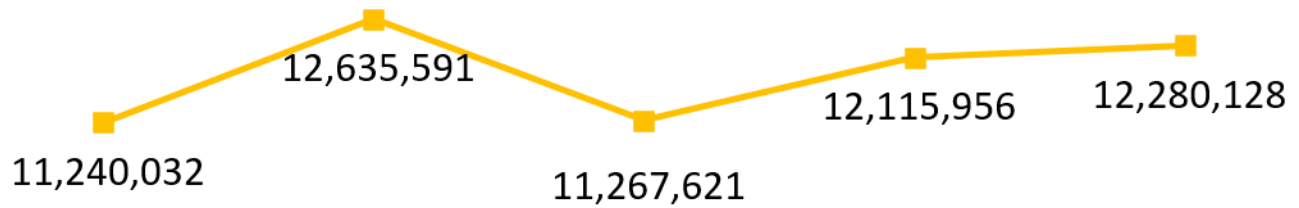
AIRPORT FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
TRANSPORTATION REVENUE					
402-344115 AV FUEL SALES	219,280	182,107	243,500	235,000	290,000
402-344120 AIRPORT USER FEES	120	120	120	120	120
402-344130 T-HANGAR RENTALS	79,398	71,749	74,910	78,576	133,986
402-344900 MISCELLANEOUS REVENUE	6,544	3,033	3,725	3,700	3,900
TOTAL TRANSPORTATION REVENUE	305,342	257,009	322,256	317,396	428,006
INTEREST EARNINGS					
402-361100 INT-AIRPORT	1,598	417	14,844	1,000	5,000
TOTAL INTEREST EARNINGS	1,598	417	14,844	1,000	5,000
MISCELLANEOUS PROCEEDS					
402-389910 INSURANCE REIMBURSEMENT	-	68,916	174,870	37,500	-
TOTAL MISCELLANEOUS PROCEEDS	-	68,916	174,870	37,500	-
TOTAL REVENUES	306,940	257,425	511,969	355,896	433,006

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
AIRPORT OPERATIONS					
PERSONNEL SERVICES					
402-542-51210 OTHER PAY	5,095	1,435	1,515	1,560	1,560
402-542-52100 FICA	393	53	-	23	23
402-542-52300 RETIREMENT	-	-	-	146	156
TOTAL PERSONNEL SERVICES	5,488	1,489	1,515	1,728	1,739
OPERATING EXPENSE					
402-542-53100 PROF SERVICES - GENERAL	1,890	1,400	3,658	1,000	1,000
402-542-53200 ACCOUNTING & AUDITING	3,594	5,004	3,889	4,200	4,238
402-542-54000 TRAVEL & PER DIEM	-	38	-	200	200
402-542-54100 COMMUNICATIONS	1,079	1,184	3,383	3,540	4,020
402-542-54300 UTILITIES	16,808	15,732	18,185	16,000	16,000
402-542-54500 INSURANCE	42,277	55,785	55,929	67,114	56,829
402-542-54600 REPAIRS & MAINTENANCE	10,529	5,076	24,120	5,840	18,000
402-542-54605 R & M TRUCKS & EQUIP	-	168	-	500	500
402-542-54610 MAINT AGREEMENTS	3,907	10,459	8,301	5,274	11,399
402-542-54960 CREDIT CARD FEES- FUEL	7,356	6,092	8,137	8,000	9,000
402-542-55200 OPERATING SUP & EXP	5,131	1,753	2,998	2,500	4,375
402-542-55210 FUEL STOCK	199,003	162,972	221,669	210,000	260,000
TOTAL OPERATING EXPENSE	291,575	265,662	350,268	324,168	385,561
GRANTS & AIDS					
402-542-58150 INTERFUND TRANSFERS	26,000	-	30,000	30,000	35,000
TOTAL GRANTS & AIDS	26,000	-	30,000	30,000	35,000
OTHER USES					
402-542-59900 CONTINGENCIES	-	-	-	-	10,707
TOTAL OTHER USES	-	-	-	-	10,707
TOTAL AIRPORT EXPENSES	323,063	267,150	381,782	355,896	433,006

UTILITY FUND

BUDGET HISTORY



2022-2023

2023-2024

2024-2025

2025-2026

2026-2027

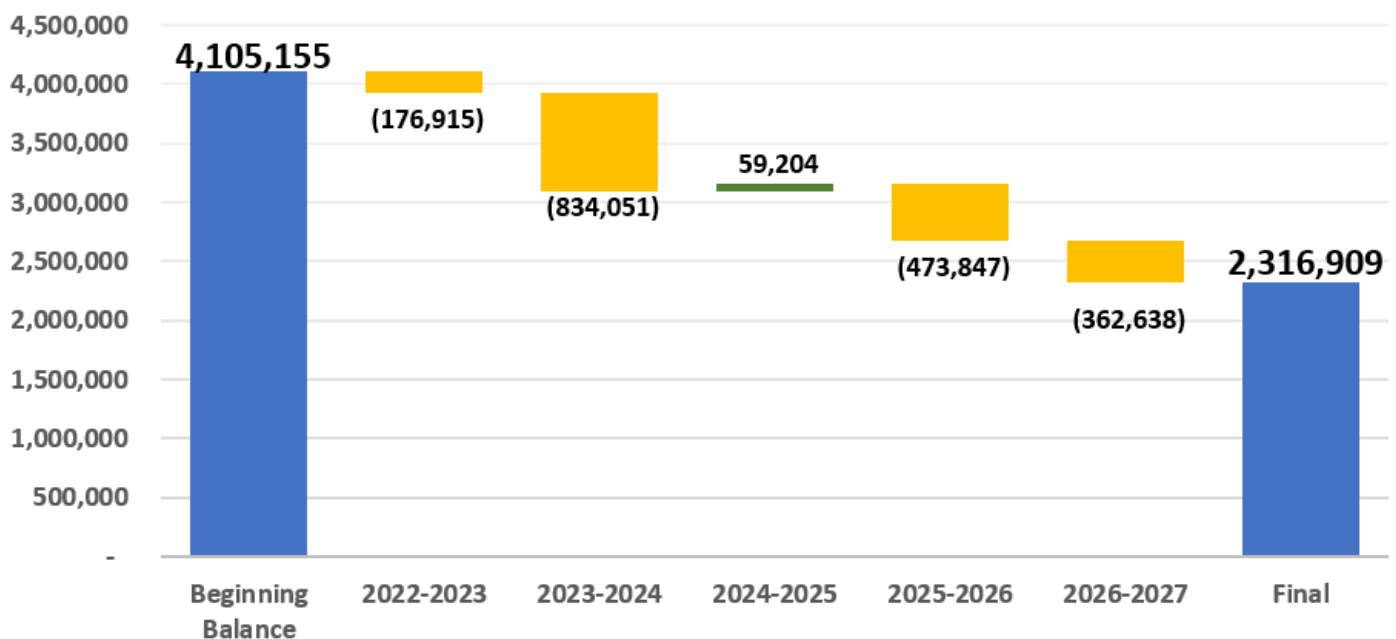
REVENUE BY TYPE

Billed Services	\$	11,496,700	93.62%
Reserves	\$	520,000	4.23%
Miscellaneous	\$	263,428	2.15%
Grand Total	\$	12,280,128	

EXPENDITURES BY TYPE

Personnel	\$	3,143,899	25.60%
Operating	\$	2,286,381	18.62%
Purchased Power	\$	3,810,000	31.03%
Capital	\$	933,500	7.60%
Debt Service	\$	446,677	3.64%
Transfers Out	\$	1,502,309	12.23%
Contingency	\$	157,362	1.28%
Grand Total	\$	12,280,128	

CHANGE IN FUND BALANCE



UTILITY FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
BILLED REVENUE SERVICE					
410-343110 ELECTRIC SALES - RES	3,887,494	3,666,721	4,007,965	3,700,000	3,700,000
410-343115 ELECTRIC SALES- SOLAR	22,864	28,417	40,427	28,000	30,000
410-343120 ELEC SALES -RES SURCHARGE	79,983	88,226	97,210	85,000	90,000
410-343130 ELEC SALES-GEN SER NONDEM	3,368,556	3,049,630	3,363,610	3,000,000	3,100,000
410-343140 ELEC SALES-GSND SURCHARGE	16,415	17,364	19,501	17,000	20,000
410-343180 ELEC-INTERDEPARTMENTAL	185,802	163,145	184,279	170,000	190,000
410-343185 ELEC-OTHER PUBLIC SALES	174,570	162,578	184,630	170,000	190,000
410-343190 ELEC SERVICE CONNECTIONS	8,125	9,850	18,950	9,000	10,000
410-343311 SALE OF WATER	1,177,611	1,317,122	1,398,677	1,400,000	1,450,000
410-343313 WATER TAPS	13,250	19,800	26,000	15,000	15,000
410-343510 SEWER USER FEES	2,403,360	2,495,056	2,532,700	2,600,000	2,700,000
410-343512 SEWER TAPS	1,000	1,600	3,500	1,700	1,700
TOTAL BILLED REVENUE SERVICE	11,339,029	11,019,510	11,877,448	11,195,700	11,496,700
INTEREST EARNINGS					
410-361530 INT-POOLED CASH	33,054	25,316	42,619	20,000	20,000
410-361560 INT EARNED -WATER IMP FEE	53	53	53	50	50
410-361570 INT EARNED -SEWER IMP FEE	736	738	738	700	700
410-361590 INT EARNED-SS REHAB CAP	585	586	586	500	500
410-361600 INT EARNED-WWTP CAP IMPT	1,388	1,391	1,391	1,300	1,300
410-361625 INT - RATE STABILIZATION FD	7,449	16,189	16,637	10,000	10,000
410-361635 INT - UTILITY EMERG FUND	14,023	23,407	24,055	15,000	15,000
TOTAL INTEREST EARNINGS	57,301	91,102	86,105	47,575	47,550

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
MISC REVENUE					
410-369120 MISC REV - UT BILLING	64,290	74,131	76,360	70,000	72,000
410-369125 PHONE CONV FEE - REV	9,574	10,459	13,737	10,000	10,000
410-369126 APPLICATION FEE	11,375	9,775	10,825	10,000	10,000
410-369130 MISC REV - OTHER	150,911	72,068	207,051	300	300
410-369155 EFFLUENT LINE REIMB	57,491	54,957	56,666	55,710	53,010
410-369175 REIMB-LINECREW WORK	25,133	61,877	5,053	10,000	2,000
410-369176 REIMB-WATER CREW WORK	-	-	4,969	3,000	1,000
410-369200 POLE CONTACT FEES	29,009	29,895	31,274	31,275	32,168
410-369222 WATER TOWER RENTAL	41,630	42,115	42,609	42,396	35,400
TOTAL MISC REVENUE	389,412	355,278	448,545	232,681	215,878
INTERFUND TRANSFERS					
410-381800 TRANS- RESERVES	-	-	-	640,000	520,000
410-381830 TRANS- SEWER IMPROVEMENTS	-	-	-	-	-
TOTAL INTERFUND TRANSFERS	-	-	-	640,000	520,000
TOTAL REVENUES	11,785,742	11,152,727	12,412,098	12,115,956	12,280,128

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
METER DEPARTMENT					
PERSONNEL SERVICES					
410-502-51200 REGULAR SALARIES	77,252	85,056	91,794	99,316	104,811
410-502-51400 OVERTIME PAY	7,389	6,318	8,233	8,000	10,000
410-502-52100 FICA	1,050	1,123	1,244	1,529	1,609
410-502-52200 RETIREMENT	3,213	14,074	11,716	10,203	11,408
410-502-52300 HEALTH INSURANCE	24,205	25,966	25,915	30,348	31,177
410-502-52400 WORKERS COMP	2,897	3,107	2,924	3,117	3,522
410-502-52450 AD & D POLICY	67	65	68	65	90
TOTAL PERSONNEL SERVICES	116,072	135,711	141,894	152,578	162,617
OPERATING EXPENSE					
410-502-54100 COMMUNICATIONS	1,218	2,342	1,097	1,104	1,000
410-502-54500 INSURANCE	411	561	562	680	565
410-502-54615 MAINT AGREEMENTS	824	800	800	900	1,700
410-502-54655 REP & MAINT TRKS & EQ	829	1,265	1,446	1,500	1,000
410-502-55200 OPERATING SUP & EXP	2,841	2,286	1,810	2,800	2,000
410-502-55211 FUEL EXPENSE	5,986	6,428	6,167	6,000	8,300
410-502-55212 UNIFORMS	268	648	250	1,000	1,000
TOTAL OPERATING EXPENSE	12,377	14,370	12,531	15,384	15,565
CAPITAL EXPENSE					
410-502-56440 CAPITAL- VEHICLES	-	-	-	-	50,000
TOTAL CAPITAL EXPENSE	-	255,020	307,159	-	50,000
TOTAL METER DEPARTMENT	128,449	405,100	461,585	167,962	228,182

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CUSTOMER SERVICE					
PERSONNEL SERVICES					
410-503-51200 REGULAR SALARIES	179,773	195,284	185,141	181,838	195,229
410-503-51400 OVERTIME PAY	1,421	307	393	500	500
410-503-52100 FICA	2,277	2,472	2,356	2,644	2,838
410-503-52200 RETIREMENT	6,828	30,129	22,014	17,054	19,593
410-503-52300 HEALTH INSURANCE	44,257	45,916	50,733	53,048	51,741
410-503-52400 WORKERS COMP	677	726	683	729	823
410-503-52450 AD & D POLICY	167	157	144	130	180
TOTAL PERSONNEL SERVICES	235,400	274,992	261,465	255,943	270,903
OPERATING EXPENSE					
410-503-54000 TRAVEL & PER DIEM	96	70	44	430	420
410-503-54615 MAINTENANCE AGRMNT	1,361	1,336	6,480	1,344	1,344
410-503-54900 CREDIT CARD FEES	313,343	439,469	446,409	300,000	330,000
410-503-54917 OCC- COLLECTION FEES	437	720	-	600	500
410-503-55125 OFF SUP & EXP - POSTAGE	14,636	15,712	17,468	15,150	20,000
410-503-55200 OPERATING SUP & EXP	13,136	9,409	10,711	8,800	9,900
410-503-55400 BOOKS, PUB & ED	-	100	-	500	500
TOTAL OPERATING EXPENSE	343,009	466,816	481,111	326,824	362,664
TOTAL CUSTOMER SERVICE	578,409	741,808	742,576	582,767	633,567

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WATER TREATMENT PLANT					
PERSONNEL SERVICES					
410-532-51200 REGULAR SALARIES	39,306	43,685	47,428	59,826	45,614
410-532-51400 OVERTIME PAY	529	125	84	200	200
410-532-52100 FICA	502	549	596	871	665
410-532-52200 RETIREMENT	1,515	6,778	5,495	5,621	4,595
410-532-52300 HEALTH INSURANCE	9,044	9,725	10,150	14,247	11,614
410-532-52400 WORKERS COMP	808	867	816	870	983
410-532-52450 AD & D POLICY	33	33	35	65	45
TOTAL PERSONNEL SERVICES	51,737	61,761	64,603	81,700	63,716
OPERATING EXPENSE					
410-532-53100 PROF SERVICES	10,338	-	263	1,000	1,000
410-532-53450 OUTSIDE SERV-LAB	4,869	2,156	2,903	7,000	5,000
410-532-54000 TRAVEL & PER DIEM	-	-	100	500	500
410-532-54100 COMMUNICATIONS	1,049	673	756	800	800
410-532-54300 UTILITIES	64,058	58,333	62,713	61,620	61,620
410-532-54500 INSURANCE	15,934	21,729	21,790	26,320	21,881
410-532-54600 REPAIRS & MAINTENANCE	12,683	14,950	12,450	10,000	18,000
410-532-54610 MAINT AGREEMENTS	2,734	5,156	3,400	5,000	5,000
410-532-54655 REP & MAINT TRKS & EQ	201	484	33	1,000	1,000
410-532-54675 REP&MAINT-WATERTOWER	25,129	23,387	24,042	25,000	25,000
410-532-55200 OP SUP & EXP	5,413	2,535	4,082	5,000	5,000
410-532-55211 FUEL EXPENSE	3,064	1,141	1,354	3,000	5,300
410-532-55212 BOOT ALLOWANCE	134	80	125	250	125
410-532-55255 LAB SUPPLIES	415	-	251	1,500	1,000
410-532-55256 CHEMICALS	27,005	35,824	32,153	28,000	32,000
410-532-55400 BOOKS, PUB & ED	1,541	824	1,525	1,200	1,200
TOTAL OPERATING EXPENSE	174,599	167,271	167,941	177,390	184,426
CAPITAL EXPENSE					
410-532-56310 CAPITAL-IMPT O/T BLDGS	-	-	-	-	37,500
410-532-56400 CAPITAL-MACHINERY & EQ	-	-	-	5,200	-
410-532-56440 CAPITAL- VEHICLES	-	48,608	-	-	-
TOTAL CAPITAL EXPENSE	-	48,608	-	5,200	37,500
TOTAL WATER TREATMENT PLANT	226,336	277,641	232,544	264,290	285,642

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WATER DISTRIBUTION SYSTEM					
PERSONNEL SERVICES					
410-533-51200 REGULAR SALARIES	144,471	163,904	165,906	184,314	207,958
410-533-51400 OVERTIME PAY	22,028	25,918	25,147	28,000	30,000
410-533-52100 FICA	5,260	6,067	2,472	3,044	3,387
410-533-52200 RETIREMENT	4,123	17,474	21,788	20,994	24,575
410-533-52300 HEALTH INSURANCE	35,646	35,285	29,973	34,050	47,797
410-533-52400 WORKERS COMP	17,006	18,239	17,163	18,292	20,670
410-533-52450 AD & D POLICY	119	111	126	130	180
TOTAL PERSONNEL SERVICES	228,654	266,998	262,574	288,823	334,567
OPERATING EXPENSE					
410-533-53100 PROF SERVICES - GENERAL	39,300	9,796	7,402	1,000	1,000
410-533-54000 TRAVEL & PER DIEM	-	-	-	120	150
410-533-54100 COMMUNICATIONS	2,251	2,256	2,691	2,208	2,208
410-533-54500 INSURANCE	2,788	3,802	3,812	4,605	3,829
410-533-54600 REPAIRS & MAINTENANCE	34,459	31,837	117,405	35,000	35,000
410-533-54655 REP & MAINT TRKS & EQ	19,010	4,356	6,342	5,000	5,000
410-533-55200 OPERATING SUP & EXP	4,578	5,932	5,451	8,300	10,000
410-533-55211 FUEL EXPENSE	8,016	6,590	6,925	8,000	11,300
410-533-55212 BOOT ALLOWANCE	571	320	375	500	500
410-533-55230 OP SUP - SMALL TOOLS	2,933	2,835	2,630	5,000	6,000
410-533-55259 WATER METER EXPENSE	70,750	79,741	74,921	36,000	6,000
410-533-55265 HYDRANTS - EXPENSED	3,498	1,757	-	6,000	5,200
410-533-55400 BOOKS, PUB & ED	245	485	765	530	530
TOTAL OPERATING EXPENSE	188,398	149,706	228,720	112,263	86,717
CAPITAL EXPENSE					
410-533-56300 CAPITAL - IMPT O/T BLGDS	-	-	-	75,000	37,500
410-533-56400 CAPITAL-MACHINERY & EQ	-	-	-	125,000	22,000
410-533-56440 CAPITAL- VEHICLES-NO TAX	48,272	-	48,090	-	-
TOTAL CAPITAL EXPENSE	48,272	-	48,090	200,000	59,500
TOTAL WATER DISTRIBUTION SYSTEM	465,324	416,704	539,384	601,086	480,784

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WASTE WATER PLANT & LIFT STATIONS					
PERSONNEL SERVICES					
410-535-51200 REGULAR SALARIES	216,456	183,781	247,548	269,478	276,786
410-535-51400 OVERTIME PAY	33,938	40,489	41,399	46,000	46,000
410-535-52100 FICA	3,163	2,707	3,640	4,537	4,428
410-535-52200 RETIREMENT	9,405	34,886	33,600	30,795	31,922
410-535-52300 HEALTH INSURANCE	71,219	64,546	69,895	81,300	78,832
410-535-52400 WORKERS COMP	14,195	15,223	14,325	15,268	17,253
410-535-52450 AD & D POLICY	154	112	168	162	225
TOTAL PERSONNEL SERVICES	349,230	341,744	410,575	447,541	455,445
OPERATING EXPENSE					
410-535-53100 PROF SERVICES - GEN	27,059	29,888	1,085	10,000	8,000
410-535-53450 OUTSIDE SERV-LAB	9,498	14,405	14,353	16,000	16,000
410-535-54000 TRAVEL & PER DIEM	-	234	-	600	600
410-535-54100 COMMUNICATIONS	5,107	4,092	4,875	6,075	6,075
410-535-54140 SHIPPING CHARGES	79	11	34	200	200
410-535-54300 UTILITIES	133,531	115,563	132,348	123,981	127,681
410-535-54400 RENTALS & LEASES	1,649	1,700	1,605	1,800	1,740
410-535-54500 INSURANCE	56,917	77,616	77,836	94,016	78,159
410-535-54600 REPAIRS & MAINTENANCE	9,191	15,438	26,635	15,000	20,000
410-535-54610 MAINT AGREEMENTS	3,376	4,941	2,405	4,500	4,500
410-535-54620 REP & MANT BUILDINGS	-	-	-	-	1,000
410-535-54655 REP & MANT TRKS & EQ	4,265	2,732	4,413	4,000	3,000
410-535-54680 REP & MAINT - LIFT ST	32,928	10,943	28,594	27,000	13,000
410-535-55200 OPERATING SUP & EXP	14,573	23,228	35,858	36,300	26,300
410-535-55210 SLUDGE DISPOSAL	-	-	70,172	135,000	130,000
410-535-55211 FUEL EXPENSE	10,306	8,244	9,116	9,000	13,700
410-535-55212 BOOT ALLOWANCE	579	240	625	625	625
410-535-55255 LAB SUPPLIES	2,024	1,863	1,615	4,000	2,000
410-535-55256 CHEMICALS	46,745	53,655	48,489	48,000	48,000
410-535-55400 BOOKS, PUB & ED	815	1,449	2,345	1,500	2,500
TOTAL OPERATING EXPENSE	358,643	366,616	462,639	537,597	503,080
CAPITAL EXPENSE					
410-535-56300 CAP IMPROV O/T BLDS	6,831	17,702	-	40,000	-
410-535-56400 CAPITAL-MACHINERY & EQ	-	13,376	8,666	8,000	13,500
410-535-56440 CAPITAL- VEHICLES	-	-	-	50,000	-
410-535-56470 CAP -LIFT STATION EQ	6,000	8,249	-	-	-
TOTAL CAPITAL EXPENSE	12,831	39,326	8,666	98,000	13,500
TOTAL WASTE WATER PLANT	720,705	747,686	881,880	1,083,138	972,025

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
SEWER DEPARTMENT					
PERSONNEL SERVICES					
410-536-51200 REGULAR SALARIES	37,521	40,397	44,473	46,513	88,899
410-536-51400 OVERTIME PAY	45	195	151	200	400
410-536-52100 FICA	486	525	578	681	1,296
410-536-52200 RETIREMENT	1,429	6,296	5,136	4,393	8,938
410-536-52300 HEALTH INSURANCE	8,952	9,944	10,369	11,350	23,227
410-536-52400 WORKERS COMP	3,316	3,556	3,347	3,567	4,031
410-536-52450 AD & D POLICY	33	33	35	32	90
TOTAL PERSONNEL SERVICES	51,782	60,947	64,088	66,737	126,881
OPERATING EXPENSE					
410-536-53100 PROF SERVICES	-	42,752	210	-	1,000
410-536-54100 COMMUNICATIONS	609	611	5,240	624	456
410-536-54500 INSURANCE	2,158	2,943	2,952	3,566	2,964
410-536-54600 REPAIRS & MAINT	15,310	40,923	20,290	50,000	40,000
410-536-54655 REP & MAINT TRKS & EQ	2,513	4,876	1,801	3,000	3,000
410-536-55200 OPERATING SUP & EXP	6,780	3,327	7,978	4,000	6,000
410-536-55211 FUEL EXPENSE	2,362	3,718	3,950	3,000	6,600
410-536-55212 BOOT ALLOWANCE	134	80	125	125	125
410-536-55230 OP SUP - SMALL TOOLS	442	590	331	2,000	1,400
410-536-55400 BOOKS, PUB, & ED	-	20	-	50	100
TOTAL OPERATING EXPENSE	30,308	99,840	42,877	66,365	61,645
CAPITAL EXPENSE					
410-536-56300 CAPITAL- IMPT O/T BLDGS	216,156	515,172	269,978	490,000	50,000
410-536-56400 CAPITAL-MACHINERY & EQ	119,854	-	128,750	16,500	35,000
TOTAL CAPITAL EXPENSE	336,010	515,172	398,727	506,500	85,000
TOTAL SEWER DEPARTMENT	418,100	675,959	505,692	639,602	273,526

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ADMINISTRATION & GENERAL					
PERSONNEL SERVICES					
410-539-51100 EXECUTIVE SALARIES	200,335	241,987	257,278	266,804	280,311
410-539-51200 REGULAR SALARIES	187,339	147,061	165,760	198,250	183,685
410-539-51210 OTHER PAY	37,821	28,254	30,077	46,565	46,640
410-539-51400 OVERTIME PAY	1,675	1,774	2,575	2,000	2,000
410-539-51521 SPEC PAY - RET BONUS	4,430	4,430	4,430	4,790	4,790
410-539-52100 FICA	7,859	6,764	7,352	10,065	10,060
410-539-52200 RETIREMENT	14,896	60,825	56,652	45,456	48,574
410-539-52300 HEALTH INSURANCE	100,509	96,691	105,686	113,819	124,211
410-539-52320 WELLNESS PROGRAM	9,674	7,744	11,048	9,900	10,200
410-539-52400 WORKERS COMP	11,197	12,009	11,500	12,044	13,610
410-539-52450 AD & D POLICY	253	224	251	243	349
410-539-52500 UNEMPLOYMENT	2,000	-	-	2,000	2,000
TOTAL PERSONNEL SERVICES	577,987	607,763	652,609	711,936	726,430
OPERATING EXPENSE					
410-539-53100 PROF SERVICES - GENERAL	12,542	12,181	15,000	15,000	15,000
410-539-53200 ACCOUNTING & AUDITING	47,442	65,048	50,557	54,550	55,088
410-539-53420 OCS - I.T. SERVICES	16,000	16,000	11,000	11,000	11,000
410-539-54000 TRAVEL & PER DIEM	6,388	3,966	4,360	7,100	7,100
410-539-54010 TRAVEL ALLOWANCE	3,611	4,234	4,212	4,550	4,550
410-539-54100 COMMUNICATIONS	22,655	23,378	17,163	15,882	17,310
410-539-54300 UTILITIES	29,907	30,203	27,918	31,548	30,000
410-539-54400 RENTS & LEASES	11,244	11,369	10,608	10,180	11,100
410-539-54500 INSURANCE	50,833	56,563	57,140	63,766	68,501
410-539-54615 MAINT AGREEMENTS	42,535	66,824	64,917	68,125	76,790
410-539-54620 REP & MAINT -BLDGS	2,578	9,658	13,810	5,000	3,000
410-539-54655 REP & MAINT TRKS & EQ	3,158	1,903	985	1,500	7,750
410-539-54700 PRINTING & BINDING	448	519	22	1,500	1,500
410-539-54900 OTH CURRENT CHGS	4,334	4,340	4,710	4,575	5,575
410-539-54902 COMMUNITY INVOLVEMENT	8,728	4,895	9,301	16,510	16,710
410-539-54905 EMPLOYEE APPREC EXPENSE	1,298	1,300	1,389	1,368	1,440
410-539-54925 EMPLOYEE RECOGNITION	726	1,781	290	2,500	2,500
410-539-54990 REGULATORY COMM EXP	1,329	1,025	764	1,000	1,000
410-539-55100 OFFICE SUPPLIES	4,398	2,874	6,127	1,200	1,200
410-539-55200 OPERATING SUP & EXP	17,551	11,000	12,711	15,365	22,265
410-539-55211 FUEL EXPENSE	2,296	2,978	1,565	2,400	1,500
410-539-55212 BOOT ALLOWANCE	928	480	750	750	750
410-539-55400 BOOKS, PUB & ED	12,214	11,520	14,927	18,906	18,326
410-539-55500 SAFETY	-	-	-	1,000	1,000
TOTAL OPERATING EXPENSE	303,476	352,334	330,224	355,275	380,955

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
410-539-56200 BUILDINGS	12,400	-	-	25,000	35,000
410-539-56400 CAPITAL-MACH & EQ	-	-	-	146,850	8,000
TOTAL CAPITAL EXPENSE	12,400	-	-	171,850	43,000
DEBT SERVICE					
410-539-57220 INT: BOND-BB&T, SRF	57,070	50,344	47,450	36,934	28,771
410-539-57282 PRINC: BOND-BB&T, SRF	340,274	348,511	256,446	364,069	417,906
TOTAL DEBT SERVICE	397,344	398,856	303,897	401,003	446,677
OTHER USES					
410-539-59100 TRANS TO GENL FUND	1,342,700	1,454,987	1,438,330	1,447,186	1,502,309
410-539-59900 CONTINGENCIES	-	-	-	166,153	157,362
TOTAL OTHER USES	1,342,700	1,454,988	1,438,330	1,613,339	1,659,671
TOTAL ADMINISTRATION & GENERAL	2,633,908	2,813,941	2,725,060	3,253,403	3,256,733

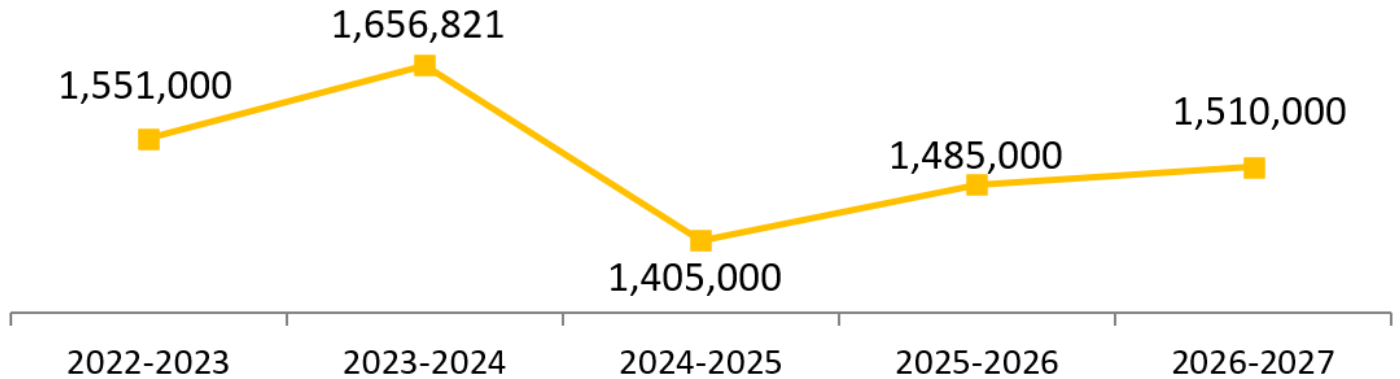
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
PURCHASED POWER					
OPERATING EXPENSE					
410-555-54960 PURCHASED POWER	4,274,568	3,059,516	3,546,656	3,400,000	3,800,000
410-555-54962 MISC BULK CHARGES	11,629	8,891	9,038	10,000	10,000
TOTAL OPERATING EXPENSE	4,286,196	3,068,407	3,555,694	3,410,000	3,810,000
TOTAL PURCHASED POWER	4,286,196	3,068,407	3,555,694	3,410,000	3,810,000

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ELECTRIC DISTRIBUTION					
PERSONNEL SERVICES					
410-593-51200 REGULAR SALARIES	452,152	466,111	483,194	530,940	610,896
410-593-51400 OVERTIME PAY	134,669	140,426	155,579	125,000	150,000
410-593-52100 FICA	7,521	7,324	8,315	9,512	10,955
410-593-52200 RETIREMENT	22,084	94,081	77,098	68,115	80,998
410-593-52300 HEALTH INSURANCE	107,505	102,819	110,959	141,334	125,720
410-593-52400 WORKERS COMP	20,085	21,540	20,269	21,603	24,412
410-593-52450 AD & D POLICY	258	244	259	259	359
TOTAL PERSONNEL SERVICES	744,273	832,545	855,673	896,763	1,003,340
OPERATING EXPENSE					
410-593-53100 PROF SERVICES - GENERAL	78,379	11,931	18,453	20,000	40,000
410-593-53400 CONTRACTUAL SERVICES	-	3,014	10,151	5,500	6,500
410-593-54000 TRAVEL & PER DIEM	1,656	1,628	2,751	8,975	7,575
410-593-54100 COMMUNICATIONS	4,953	5,335	5,388	5,376	5,546
410-593-54400 RENTALS & LEASES	1,097	3,495	4,235	5,000	5,000
410-593-54500 INSURANCE	37,283	50,842	50,986	61,584	51,198
410-593-54600 REP & MAINT- HARDWARE	55,907	86,030	91,243	50,000	50,000
410-593-54603 REP & MAINT-PCB	-	401	49	1,500	1,500
410-593-54604 SUBSTATION-REP&MAINT	57,047	13,514	59,911	50,000	100,000
410-593-54655 REP & MAINT TRKS & EQ	29,715	46,024	39,431	45,000	45,000
410-593-54657 CHAIN SAW REPAIR	1,122	4,475	4,537	4,000	4,000
410-593-54991 MEMBERSHIPS	23,549	29,887	19,216	24,100	25,100
410-593-55202 OP SUP & EXP	33,940	53,313	40,124	55,000	55,000
410-593-55211 FUEL EXPENSE	29,661	31,236	30,116	30,000	35,500
410-593-55212 UNIFORMS	15,608	16,324	16,471	17,000	17,000
410-593-55232 OP SUP-SM TOOLS	40,405	31,957	57,842	60,000	35,000
410-593-55233 CHAIN SAWS	4,116	4,433	-	2,000	2,000
410-593-55258 METER EXPENSE	1,354	3,377	2,712	3,000	3,000
410-593-55268 POLES	12,846	15,688	22,153	75,000	20,000
410-593-55268 CROSSARMS	3,373	8,948	10,603	10,000	10,000
410-593-55270 WIRE & CABLES	35,229	41,443	57,049	35,000	50,000
410-593-55271 CONDUIT	10,875	19,336	12,169	15,000	15,000
410-593-55280 ST LIGHTING EXP	76,011	94,365	78,190	70,000	70,000
410-593-55400 BOOKS, PUB & ED	10,600	17,381	6,163	17,910	17,410
410-593-55500 SAFETY	14,321	25,889	23,429	20,000	20,000
TOTAL OPERATING EXPENSE	579,051	620,267	663,372	690,945	691,329

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
410-593-56205 SUBSTN TRANSFORMER PROJ	-	-	40,602	6,000	-
410-593-56300 CAP IMPROV O/T BLDS	-	-	-	-	10,000
410-593-56335 CAP- ELEC PROJECTS	19,100	65,933	-	100,000	100,000
410-593-56345 CAP- UPGRADE RURAL LINE	788,332	1,243,937	-	-	-
410-593-56380 HARDEE CROSSINGS PRJ	-	-	-	10,000	10,000
410-593-56400 CAPITAL-MACHINERY & EQ	-	13,621	-	60,000	105,000
410-593-56440 CAPITAL- VEHICLES	-	63,125	236,001	300,000	345,000
410-593-56460 CAPITAL - TRANSFORMERS	16,143	36,853	319,739	50,000	75,000
TOTAL CAPITAL EXPENSE	823,575	1,423,469	596,341	526,000	645,000
DEBT SERVICE					
410-593-57100 PRINC: BB&T LINE TRUCKS	92,995	36,702	-	-	-
410-593-57200 INT: BB&T LINE TRUCKS	3,344	1,068	-	-	-
TOTAL DEBT SERVICE	96,339	37,770	-	-	-
TOTAL ELECTRIC DISTRIBUTION	2,243,237	2,914,051	2,115,386	2,113,708	2,339,669
TOTAL UTILITY FUND EXPENSES	11,700,664	12,061,297	11,759,799	12,115,956	12,280,128

SANITATION FUND

BUDGET HISTORY



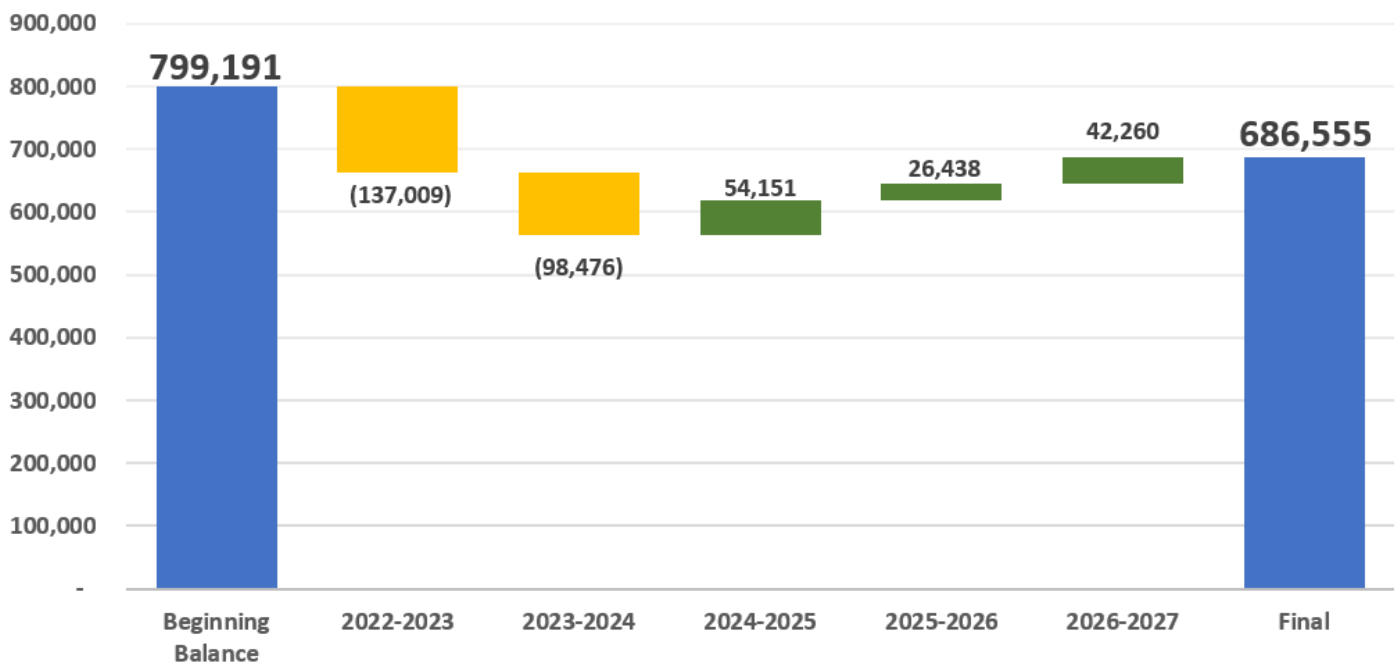
REVENUE BY TYPE

Billed Services	\$	1,500,000	99.34%
Interest Earnings	\$	10,000	0.66%
Grand Total	\$	1,510,000	

EXPENDITURES BY TYPE

Personnel	\$	358,619	23.75%
Operating	\$	497,678	32.96%
Capital	\$	-	0.00%
Transfers Out	\$	611,443	40.49%
Contingency	\$	42,260	2.80%
Grand Total	\$	1,510,000	

CHANGE IN FUND BALANCE



SANITATION FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
BILLED REVENUE SERVICE					
411-343410 GARBAGE REVENUE	1,397,025	1,492,557	1,515,841	1,475,000	1,500,000
TOTAL BILLED REVENUE SERVICE	1,397,025	1,492,557	1,515,841	1,475,000	1,500,000
INTEREST EARNINGS					
411-361530 INTEREST EARNED	17,873	26,411	21,456	10,000	10,000
TOTAL INTEREST EARNINGS	17,873	26,411	21,456	10,000	10,000
INTERFUND TRANSFERS					
411-381800 TRANS- RESERVES	-	-	-	-	-
TOTAL INTERFUND TRANSFERS	-	-	-	-	-
TOTAL REVENUES	1,414,898	1,518,968	1,537,297	1,485,000	1,510,000

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
SANITATION					
PERSONNEL SERVICES					
411-534-51200 REGULAR SALARIES	189,580	199,209	213,499	227,356	240,522
411-534-51400 OVERTIME	20,208	23,516	25,349	20,000	22,000
411-534-52100 FICA	5,311	5,464	5,912	7,289	7,645
411-534-52200 RETIREMENT	6,074	26,767	21,645	19,005	21,261
411-534-52300 HEALTH INSURANCE	65,792	54,126	53,827	69,950	46,597
411-534-52320 WELLNESS PROGRAM	561	479	750	1,200	1,500
411-534-52400 WORKERS COMPENSATION	15,525	16,650	15,695	16,698	18,870
411-534-52450 AD & D POLICY	161	150	149	162	225
TOTAL PERSONNEL SERVICES	303,212	326,361	336,826	361,661	358,619
OPERATING EXPENSE					
411-534-53100 PROFESSIONAL SERVICES	-	25,245	840	-	-
411-534-53200 ACCOUNTING & AUDITING	5,765	5,004	3,889	4,200	4,238
411-534-53420 HARDEE LANDFILL-COMM	174,019	176,794	176,444	175,000	175,000
411-534-53430 HARDEE LANDFILL-RES	108,394	112,480	114,858	110,000	110,000
411-534-53440 HARDEE LANDFILL-MISC	48,080	44,005	44,441	35,000	45,000
411-534-54100 COMMUNICATIONS	609	578	661	612	612
411-534-54500 INSURANCE	25,689	33,331	33,481	39,741	35,104
411-534-54600 REPAIRS & MAINTENANCE	-	-	67	500	500
411-534-54610 MAINT AGREEMENTS	4,928	5,499	6,280	5,960	6,416
411-534-54655 REP & MAINT TRKS & EQ	34,524	35,156	17,717	26,000	26,000
411-534-55200 OPERATING SUPP & EXP	6,098	7,191	2,378	6,500	6,750
411-534-55211 FUEL EXPENSE	41,456	35,869	30,402	35,000	52,800
411-534-55212 BOOT ALLOWANCE	624	445	625	625	625
411-534-55265 DUMPSTERS EXPENSED	30,540	27,449	28,014	30,000	30,000
411-534-55400 BOOKS, PUB & ED	-	1,871	-	3,133	4,633
TOTAL OPERATING EXPENSE	480,727	510,916	460,096	472,271	497,678
CAPITAL EXPENSE					
411-534-56400 CAPITAL- MACH & EQUIP	322,393	357,631	10,119	15,375	-
411-534-56440 CAPITAL- VEHICLES	-	-	-	-	-
TOTAL CAPITAL EXPENSE	322,393	357,631	10,119	15,375	-
OTHER USES					
411-534-59100 TRANSFER TO GF	417,300	511,834	544,372	609,256	611,443
411-534-59900 CONTINGENCY	-	-	54,151	26,438	42,260
TOTAL OTHER USES	417,300	511,834	598,522	635,693	653,704
TOTAL SANITATION EXPENSES	1,523,632	1,706,743	1,405,564	1,485,000	1,510,000



Vacant Land Contract

1. Sale and Purchase ("Contract"): THE J. R. PAUL, JR. FAMILY LP
 ("Seller") and City of Wauchula
 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: 0 ALTON CARLTON RD ~~WAUCHULA~~ Wauchula FL 33873

Legal Description:

A portion of parcel 23-34-24-0000-07530-0000 as described in the the Attached Sketch and Description, Hardee County, FL

SEC ___/TWP ___/RNG ___ of ___ FL County, Florida. Real Property ID No.: _____
 including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) \$ 7,200.00

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

Escrow Agent's Name: GrayRobinson PA

Escrow Agent's Contact Person: Elisabeth Crane

Escrow Agent's Address: 301 E. Pine Street, #1400 Orlando 32801

Escrow Agent's Phone: 4078438880

Escrow Agent's Email: bethany.dunn@gray-robinson.com TeamTitle@Gray-Robinson.com

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

☐ accompanies offer

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

after Effective Date \$ _____

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

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

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

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 7,200.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 9/25/2026 9/30/2026, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on 10/23/2025 (Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
 VAC-15 Rev 1/26

©2026 Florida Realtors®

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

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

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

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

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

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

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

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

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

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

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

Buyer (_____) (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

©2026Florida Realtors®

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.
- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

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

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

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 25 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

Buyer (____) (____) and Seller (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

©2026Florida Realtors®

condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

- 10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
~~Title evidence (if applicable under Paragraph 8)~~
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Title Search, Lien Search, Owners Title Policy

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

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

Buyer (____) (____) and Seller  acknowledge receipt of a copy of this page, which is 4 of 8 pages.
VAC-15 Rev 1/26

©2026Florida Realtors®

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

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

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

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

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

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

Buyer () () and Seller () acknowledge receipt of a copy of this page, which is 5 of 8 pages.
VAC-15 Rev 1/26

©2026Florida Realtors®

- 272 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
 273 closing or termination of this Contract.
- 274 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
 275 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 276 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
 277 liable for the full amount of the brokerage fee.
- 278 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
 279 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
 280 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
 281 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
 282 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
 283 equity to enforce **Seller's** rights under this Contract.
- 284 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
 285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
 286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 287 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
 288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
 289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
 290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
 291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
 292 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
 293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
 294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
 295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 296 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
 297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
 298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
 299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
 300 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
 301 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
 302 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
 303 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
 304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
 305 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
 306 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
 307 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
 308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
 309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
 310 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
 311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
 312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
 313 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
 314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
 315 treated as a party to this Contract. This Paragraph will survive closing.
- 316 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
 317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
 318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
 319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
 320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 321 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
 322 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
 323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
 324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
 325 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.
 VAC-15 Rev 1/26

©2026Florida Realtors®

326*
327

NA

Seller's Sales Associate/License No.

NA

Buyer's Sales Associate/License No.

328*
329

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

330
331*

332
333

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

334*
335

Listing Brokerage

Buyer's Brokerage

336
337

338*

Listing Brokerage Address

Buyer's Brokerage Address

339
340

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

341*

☐ A. Back-up Contract

342*

☐ B. Kick Out Clause

343*

☐ C. HOA Addendum

344
345

☐ D. Other _____

346*

23. Additional Terms:

347
348
349
350
351
352
353
354
355
356
357
358
359
360
361

362

COUNTER-OFFER/REJECTION

363*

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

364

365*

☐ Seller rejects Buyer's offer

366
367

[The remainder of this page is intentionally left blank.]

This Contract continues with Line 368 on Page 8 of 8.]

Buyer (____) (____) and Seller (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-15 Rev 1/26

©2026Florida Realtors®

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

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ **Date:** _____

Print name: _____

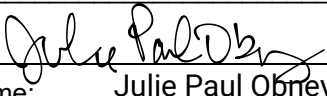
Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Seller:  _____ **Date:** 09/21/2026

Print name: Julie Paul Obney Gen.Partner John R. Paul Jr. Family LP

Seller: _____ **Date:** _____

Print name: _____

Seller's address for purpose of notice:

Address: P.O. Box 188 Wauchula FL 33873

Phone: 863-735-9200 **Fax:** _____ **Email:** johnnpaul@cartwo.info.com

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-15 Rev 1/26

©2026Florida Realtors®

Legal Description

That portion of the lands described in Official Records Book 716, Page 1337 of the Public Records of Hardee County, Florida, lying in the northeast 1/4 of the southeast 1/4 of Section 23, Township 34 South, Range 24 East, Hardee County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of the southeast 1/4 of said Section 23, as marked by a 4"x4" concrete monument with a 5/8" iron rod described in Certified Corner Records 63659; thence along the south line of the southwest 1/4 of the southeast 1/4, South 89°56'38" East, a distance of 663.45 feet to the southwest corner of the east 1/2 of the southwest 1/4 of the southeast 1/4 of said Section 23, marked by a 3"x3" sandstone monument; thence continue along said south line, South 89°56'38" East, a distance of 663.45 feet to the southwest corner of the southeast 1/4 of the southeast 1/4 of said Section 23; thence along the west line of the southeast 1/4 of the southeast 1/4 of said Section 23, North 00°12'38" West, a distance of 1328.31 feet, to the southwest corner of the northeast 1/4 of the southeast 1/4 of said Section 23, also being the southwest corner of Parcel III of those lands described in Official Records Book 716, Page 1337, and the POINT OF BEGINNING; thence continue along the west line of the northeast 1/4 of the southeast 1/4 of aforesaid Section 23, also being the west line of said Parcel III, North 00°12'38" West, a distance of 453.00 feet; thence departing said west line, South 05°43'51" East, a distance of 455.23 feet to a point on the south line of the northeast 1/4 of the southeast 1/4 of said Section 23, also being the south line of said Parcel III; thence along said south line, South 89°56'55" West, a distance of 43.79 feet, to the POINT OF BEGINNING.

Containing 9,919 square feet, or 0.228 acres, more or less

NOVEMBER 5, 2024
 AVIGATION EASEMENT #3
 PARCEL NO. 23-34-24-0000-07530-0000
 OWNER: J.R. PAUL JR. FAMILY LIMITED PARTNERSHIP
 CITY OF WAUCHULA, HARDEE COUNTY, FLORIDA

SURFACE AND OVERHEAD AVIGATION EASEMENT EXHIBIT "A"

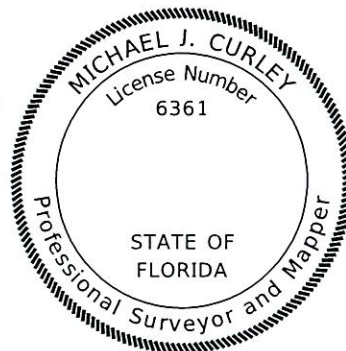
That portion of the lands described in Official Records Book 716, Page 1337 of the Public Records of Hardee County, Florida, lying in the northeast 1/4 of the southeast 1/4 of Section 23, Township 34 South, Range 24 East, Hardee County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of the southeast 1/4 of said Section 23, as marked by a 4"x4" concrete monument with a 5/8" iron rod described in Certified Corner Records 63659; thence along the south line of the southwest 1/4 of the southeast 1/4, South 89°56'38" East, a distance of 663.45 feet to the southwest corner of the east 1/2 of the southwest 1/4 of the southeast 1/4 of said Section 23, marked by a 3"x3" sandstone monument; thence continue along said south line, South 89°56'38" East, a distance of 663.45 feet to the southwest corner of the southeast 1/4 of the southeast 1/4 of said Section 23; thence along the west line of the southeast 1/4 of the southeast 1/4 of said Section 23, North 00°12'38" West, a distance of 1328.31 feet, to the southwest corner of the northeast 1/4 of the southeast 1/4 of said Section 23, also being the southwest corner of Parcel III of those lands described in Official Records Book 716, Page 1337, and the POINT OF BEGINNING; thence continue along the west line of the northeast 1/4 of the southeast 1/4 of aforesaid Section 23, also being the west line of said Parcel III, North 00°12'38" West, a distance of 453.00 feet; thence departing said west line, South 05°43'51" East, a distance of 455.23 feet to a point on the south line of the northeast 1/4 of the southeast 1/4 of said Section 23, also being the south line of said Parcel III; thence along said south line, South 89°56'55" West, a distance of 43.79 feet, to the POINT OF BEGINNING.

Containing 9,919 square feet, or 0.228 acres, more or less

SURVEYOR'S NOTES:

- Bearings shown on this map are based on the west line of the east 1/2 of the southwest 1/4 of the southeast 1/4 of Section 23, Township 34 South, Range 24 East, having a bearing of S00°14'46"E as measured on the Florida State Plane Coordinate System, West Zone.
- Units are in U.S. Survey feet.



This document has been digitally signed and sealed under Rule 5J-17.062 of the Florida Administrative Code.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Michael J. Curley, PSM
 Florida Professional Surveyor and Mapper
 License Number LS 6361
 George F. Young Inc. LB21

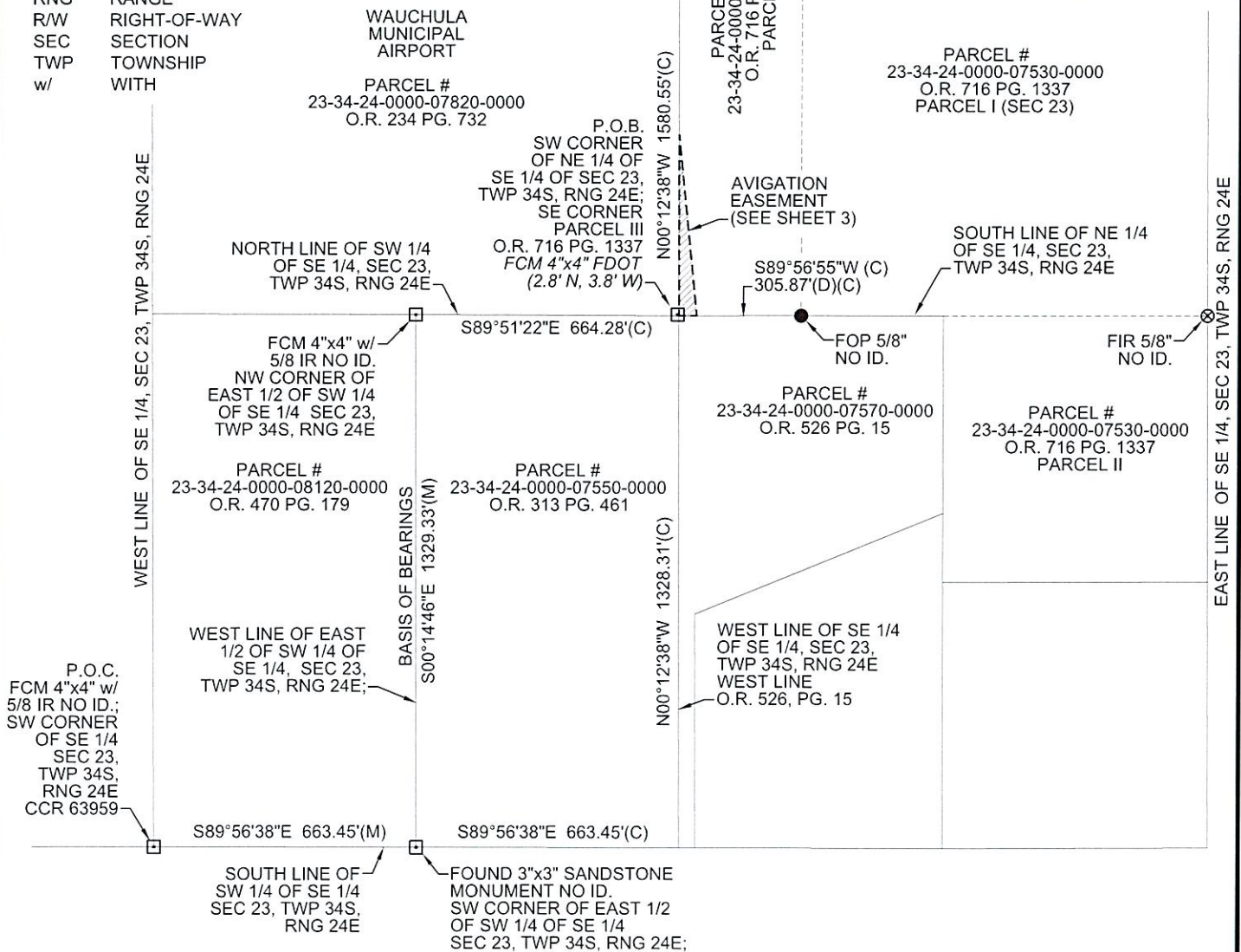
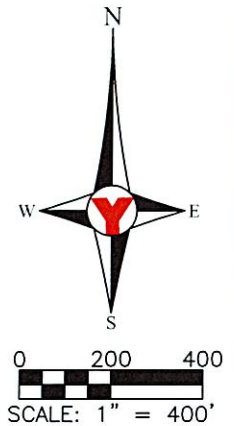
NOT A SURVEY
THIS SHEET NOT VALID WITHOUT ALL SHEETS

PREPARED FOR: Avcon, Inc. 5555 E. Michigan Street Suite 200 Orlando, FL 32822		Wauchula Municipal Airport Avigation Easement Sketch and Legal #3 SECTION 23, TOWNSHIP 34 S., RANGE 24 E.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REVISED</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">DATE</th> <th style="width: 75%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		REVISED	BY	DATE	DESCRIPTION												
REVISED	BY	DATE	DESCRIPTION																		
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS N/A DE MC N/A N/A	DATE N/A 11/04/24 11/05/24 N/A	Michael J. Curley PSM LS 6361 DATE	George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM BUSINESS ENTITY LB21 CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING ECOLOGY GIS PLANNING & SURVEYING ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA	JOB NO. 16022104SU SHEET NO. 1 OF 3																

EXHIBIT "A"

LEGEND:

(C)	CALCULATED	
(D)	PER DEED	
FCM	FOUND CONCRETE MONUMENT	
FIR	FOUND IRON ROD	
FOP	FOUND OPEN PIPE	
ID.	IDENTIFICATION	
LS	LICENSED SURVEYOR	
(M)	MEASURED	
O.R.	OFFICIAL RECORDS BOOK	
PG	PAGE	
P.O.B.	POINT OF BEGINNING	
P.O.C.	POINT OF COMMENCEMENT	
PRM	PERMANENT REFERENCE MARKER	
PSM	PROFESSIONAL SURVEYOR AND MAPPER	
RNG	RANGE	
R/W	RIGHT-OF-WAY	WAUO
SEC	SECTION	MUNICI
TWP	TOWNSHIP	AIRP
w/	WITH	PARCE



FILE: I:\project\trn\2016\16022104SU\DWG\16022104SU-ESMT3.dwg

LOGIN: Ehlen, Daniel

NOT A SURVEY

THIS SHEET NOT VALID WITHOUT ALL SHEETS

PREPARED FOR:

Avcon, Inc.
5555 E. Michigan Street Suite 200
Orlando, FL 32822

Wauchula Municipal Airport
Avigation Easement Sketch and Legal #3

SECTION 23, TOWNSHIP 34 S., RANGE 24 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF	N/A	N/A
DRAWN	DE	11/04/24
CHECKED	MC	11/05/24
FIELD BOOK	N/A	
FIELD DATE	N/A	

Michael J. Curley PSM LS 6361

DATE _____



George F. Young, Inc.

299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGICAL GIS PLANNING SURVEYING
T. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

JOB NO.
16022104SU

SHEET NO.

2 OF 3

IED: 11/14/2024 8:58 AM

DETAIL "A"
SCALE: 1" = 10'

FCM 4"x4" FDOT
(2.8' N, 3.8' W)

PARCEL #
23-34-24-0000-07530-0000
O.R. 716 PG. 1337
PARCEL III

P.O.B.
SW CORNER
OF NE 1/4 OF
SE 1/4 OF SEC 23,
TWP 34S, RNG 24E;
NW CORNER
O.R. 526 PG. 15

EXHIBIT "A"

FIR 1/2"
PLS 3945

WEST LINE OF NE 1/4
OF SE 1/4, SEC 23,
TWP 34S, RNG 24E;
WEST LINE OF PARCEL III
O.R. 716, PG. 1337

PARCEL #
23-34-24-0000-07530-0000
O.R. 716 PG. 1337
PARCEL III

PARCEL #
23-34-24-0000-07530-0000
O.R. 716 PG. 1337
PARCEL I (SEC 23)

WAUCHULA
MUNICIPAL
AIRPORT

PARCEL #
23-34-24-0000-07820-0000
O.R. 234 PG. 732

AVIGATION
EASEMENT

NW CORNER OF SE 1/4 OF SE 1/4
OF SEC 23, TWP 34S, RNG 24E;
NW CORNER O.R. 526 PG. 15
FCM 4"x4" FDOT (2.8' N, 3.8' W)
SEE DETAIL "A"

NORTH LINE OF SW 1/4
OF SE 1/4, SEC 23,
TWP 34S, RNG 24E

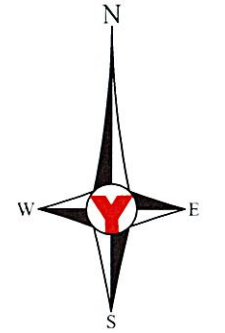
S89°51'22"E 664.28'(C)

S05°43'51"E
455.23'

N00°12'38"W
453.00'

SOUTH LINE OF NE 1/4
OF SE 1/4, SEC 23,
TWP 34S, RNG 24E;
SOUTH LINE
O.R. 716, PG. 1337

FOP 5/8"
NO ID.



0 100 200
SCALE: 1" = 200'

S89°56'55"W (C)
305.87'(D)(C)

LINE TABLE NAME	BEARING	DISTANCE
L1	S89°56'55"W	43.79'

WEST LINE OF SE 1/4
OF SE 1/4, SEC 23,
TWP 34S, RNG 24E

PARCEL #
23-34-24-0000-07550-0000
O.R. 313 PG. 461

PARCEL #
23-34-24-0000-07570-0000
O.R. 526 PG. 15

N00°12'38"W 1328.31'(C)

PARCEL #
23-34-24-0000-08120-0000
O.R. 470 PG. 179

PARCEL #
23-34-24-0000-07550-0000
O.R. 313 PG. 461

S89°56'38"E 663.45'(M)

S89°56'38"E 663.45'(M)

SOUTH LINE OF
SW 1/4 OF SE 1/4
SEC 23, TWP 34S,
RNG 24E

FOUND 3"x3" SANDSTONE
MONUMENT NO ID.
SW CORNER OF EAST 1/2
OF SW 1/4 OF SE 1/4
SEC 23, TWP 34S, RNG 24E

SW CORNER OF
OF SE 1/4 OF SE 1/4
SEC 23, TWP 34S, RNG 24E;
SW CORNER

P.O.C.
FCM 4"x4" w/
5/8 IR NO ID.;
SW CORNER
OF SE 1/4 SEC 23,
TWP 34S, RNG 24E
CCR 63959

NOT A SURVEY

THIS SHEET NOT VALID WITHOUT ALL SHEETS

PREPARED FOR:
Avcon, Inc.
5555 E. Michigan Street Suite 200
Orlando, FL 32822

Wauchula Municipal Airport
Avigation Easement Sketch and Legal #3
SECTION 23, TOWNSHIP 34 S., RANGE 24 E.

BY	DATE	DESCRIPTION

INITIALS	DATE
CREW CHIEF	N/A
DRAWN	DE 11/04/24
CHECKED	MC 11/05/24
FIELD BOOK	N/A
FIELD DATE	N/A

Michael J. Curley PSM LS 6361
DATE



George F. Young, Inc.

299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

JOB NO.
16022104SU
SHEET NO.
2 OF 3

FILE: I:\project\trm\2016\16022104SU\DWG\16022104SU-ESMT3.dwg

LOGIN: Ehlen, Daniel

TED: 11/14/2024 8:58 AM

RESOLUTION 2026-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AUTHORIZING THE EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM (“SCOP”) SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PROVIDING FOR ADDITIONAL FY 26/27 SCOP MUNICIPAL FUNDING IN THE AMOUNT OF \$166,130.00 FOR CONSTRUCTION FUNDING, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved the execution of a Small County Outreach Program Agreement (“SCOP”) with the Florida Department of Transportation (“FDOT”) providing for funding by FDOT of certain improvements on Court Street under Financial Project #447959-1-54-01, for a total of \$184,223.00 under the Supplemental Agreement executed on March 1, 2024; and

WHEREAS, the FDOT has programmed an additional \$166,130.00, for up to \$350,353.00 to reimburse the City of Wauchula for the design, construction and CEI services under the SCOP Agreement; and

WHEREAS, the FDOT is willing to enter into said Agreement with the City; and

WHEREAS, the FDOT requires the City of Wauchula (the “City”) to provide a resolution memorializing and confirming the City’s aforementioned affirmative vote to approve the SCOP Supplemental Agreement and authorizing its City Manager to execute the agreement; and

WHEREAS, it is in the public interest that the parties enter into the SCOP Supplemental Agreement

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. On the below date, The City Commission approved by majority vote the execution of the SCOP Supplemental Agreement for FDOT Financial Project # 447959-1-54-01 and authorized its City Manager to execute the SCOP Supplemental Agreement, which is attached hereto as Exhibit A.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption, and an executed original Resolution will be forwarded by the City of Wauchula to FDOT along with the executed SCOP Supplemental Agreement.

This Resolution was adopted by a motion of Commissioner _____, seconded by Commissioner _____ with the majority vote favoring the same this 28th day of September, 2026.

(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

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

PROGRAM MAN

Item # 4.

SUPPLEMENTAL NO.

02

CONTRACT NO.

G2A55

FPN

447959-1-54-01Recipient: City of Wauchula

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 06/08/2022 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from the City of Wauchula \$166,130.00 (One Hundred Sixty-Six Thousand One Hundred Thirty Dollars) in additional construction funding (phase 54) has been programmed to the project. Project total is now \$350,353.00 (Three Hundred Fifty Thousand Three Hundred Fifty-Three Dollars).

Reason for this Supplemental and supporting engineering and/or cost analysis:

The City of Wauchula requested additional funding to cover shortfalls in construction costs due to the rise in costs caused by inflation.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
CITY OF WAUCHULA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Legal Review:

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item # 4.

MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Wauchula 126 South 7th Avenue Wauchula, FL 33873		FINANCIAL PROJECT NUMBER: 447959-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 FY:		\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY: 21/22		\$49,414.00	\$	\$49,414.00	☐ In-Kind ☐ Cash
FY: 23/24	Maximum Department Participation (GRSC)	\$134,809.00	\$	\$134,809.00	☐ In-Kind ☐ Cash
Total Construction Cost		\$184,223.00 %	\$ 0.00 %	\$184,223.00 %	
Construction Engineering and Inspection - Phase 64 FY:		\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54) FY: 26/27		\$166,130.00	\$	\$166,130.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total 54 Cost		\$166,130.00 100.00%	\$ 0.00 %	\$166,130.00 100.00%	
TOTAL COST OF THE PROJECT		\$350,353.00	\$ 0.00	\$350,353.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Halt

District Grant Manager Name

Signed by:

09/16/2026 | 3:52 PM EDT

133936697A4144B

Signature

Date

RESOLUTION 2026-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AUTHORIZING THE EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM (“SCOP”) SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PROVIDING FOR ADDITIONAL FY 26/27 SCOP MUNICIPAL FUNDING IN THE AMOUNT OF \$63,242.00 FOR CONSTRUCTION FUNDING, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved the execution of a Small County Outreach Program Agreement (“SCOP”) with the Florida Department of Transportation (“FDOT”) providing for funding by FDOT of certain improvements on Alabama Street under Financial Project #447957-1-54-01, for a total of \$359,888.00 under the Supplemental Agreement executed on March 1, 2024; and

WHEREAS, the FDOT has programmed an additional \$63,242.00, for up to \$423,130.00 to reimburse the City of Wauchula for the design, construction and CEI services under the SCOP Agreement; and

WHEREAS, the FDOT is willing to enter into said Agreement with the City; and

WHEREAS, the FDOT requires the City of Wauchula (the “City”) to provide a resolution memorializing and confirming the City’s aforementioned affirmative vote to approve the SCOP Supplemental Agreement and authorizing its City Manager to execute the agreement; and

WHEREAS, it is in the public interest that the parties enter into the SCOP Supplemental Agreement

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. On the below date, The City Commission approved by majority vote the execution of the SCOP Supplemental Agreement for FDOT Financial Project # 447957-1-54-01 and authorized its City Manager to execute the SCOP Supplemental Agreement, which is attached hereto as Exhibit A.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption, and an executed original Resolution will be forwarded by the City of Wauchula to FDOT along with the executed SCOP Supplemental Agreement.

This Resolution was adopted by a motion of Commissioner _____, seconded by Commissioner _____ with the majority vote favoring the same this 28th day of September, 2026.

(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

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

PROGRAM MAN

Item # 5.

SUPPLEMENTAL NO.

02

CONTRACT NO.

G2A53

FPN

447957-1-54-01Recipient: City of Wauchula

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 06/08/2022 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from the City of Wauchula \$63,242.00.00 (Sixty-Three Thousand Two Hundred Forty-Two Dollars) in additional construction funding (phase 54) has been programmed to the project. Project total is now \$423,130.00 (Four Hundred Twenty-Three Thousand One Hundred Thirty Dollars).

Reason for this Supplemental and supporting engineering and/or cost analysis:

The City of Wauchula requested additional funding to cover shortfalls in construction costs of the labor, materials, and equipment to correct ponding issues on Alabama Street.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
CITY OF WAUCHULA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Legal Review:

DS
DC

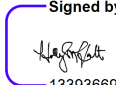
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item # 5.
MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Wauchula 126 South 7th Avenue Wauchula, FL 33873		FINANCIAL PROJECT NUMBER: 447957-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44		\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54		\$161,203.00	\$	\$161,203.00	☐ In-Kind ☐ Cash
FY: 21/22	Maximum Department Participation (SCRC)	\$198,685.00	\$	\$198,685.00	☐ In-Kind ☐ Cash
FY: 23/24	Maximum Department Participation (GRSC)	\$359,888.00 %	\$ 0.00 %	\$359,888.00 %	
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64		\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54)		\$63,242.00	\$	\$63,242.00	☐ In-Kind ☐ Cash
FY: 26/27	Maximum Department Participation (SCRC)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$63,242.00 100.00%	\$ 0.00 %	\$63,242.00 100%	
Total Cost		\$63,242.00 100.00%	\$ 0.00 %	\$63,242.00 100%	
TOTAL COST OF THE PROJECT		\$423,130.00	\$ 0.00	\$423,130.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Halt
District Grant Manager Name
Signed by:  09/16/2026 | 3:11 PM EDT
Signature Date

RESOLUTION 2026-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO STANDARD GRANT AGREEMENT NUMBER GC027 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; 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 grant agreement number GC027 with the Florida Department of Environmental Protection (FDEP) for the City of Wauchula Demolition of Hazardous Electric Generator Building at 111 East Bay Street, Wauchula, FL 33873; and,

WHEREAS, the FDEP has programmed up to \$4,000,000.00 to reimburse the City of Wauchula for the waste removal, decommissioning, and demolition of the former diesel generator building stie; 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 with the Florida Department of Environmental Protection and authorizes the City Manager to execute the 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 28th day of September 2026, at a special 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:

Kristie Hatcher-Bolin
City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Item # 6.

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

1. Project Title (Project):	Agreement Number:
City of Wauchula Demolition of Hazardous Electric Generator Building	GC027
2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)
Grantee Name: City of Wauchula	Entity Type: Local Government
Grantee Address: 126 South 7th Avenue, Wauchula, FL 33873	FEID: 59-6000446
(Grantee)	
3. Agreement Begin Date: Upon Execution	Date of Expiration: 12/31/2028
4. Project Number: (If different from Agreement Number)	Project Location(s): 111 East Bay Street, Wauchula, FL 33873
Project Description: The project consists of waste removal, decommissioning, and demolition of the former diesel generator building site.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Local Funding Initiative Request (LFIR) # 3247	\$4000000
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$ 4,000,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Elke Ursin	Name: Ward Grimes
or successor	or successor
Address: 2600 Blair Stone Road	Address: 126 South 7th Ave.
Tallahassee, FL 32399-2400	Wauchula, FL 33873
Phone: 850-245-8783	Phone: 863-773-3131
Email: Elke.Ursin@FloridaDEP.gov	Email: wgrimes@cityofwauchula.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)		Item # 6.
☐ Exhibit I: Forced Labor Attestation Form		
☐ Additional Exhibits (if necessary):		
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Unique Entity Identifier (UEI):		
Federal Award Date to Department:		
Federal Award Project Description:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

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

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

Attachment 1

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

3 of 14

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

4 of 14

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

5 of 14

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

Attachment 1

7 of 14

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

12 of 14

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

14 of 14

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. GC027**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is for waste removal, decommissioning, and demolition of the former diesel generator building site. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a combination fixed fee/cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2

1 of 3

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement provides state financial assistance to a county that is a rural community as this term is defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: GC027**

ATTACHMENT 3

PROJECT TITLE: Wauchula Demolition of Hazardous Electric Generator Building.

PROJECT LOCATION: 111 East Bay Street, Wauchula, FL 33873. The site is located on the eastern half of parcel 03-34-25-0200-00035-0006 in the City of Wauchula in Hardee County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The old electric generator building site and associated structures, located adjacent to the current active Substation, pose a hazard to the life, health, and safety of the citizens of the City of Wauchula. The hazardous old electric generator building has been inactive for decades and needs to be demolished. Additionally, the concrete cap covering known subsurface contamination is damaged and needs to be replaced.

PROJECT DESCRIPTION: The project consists of waste removal, decommissioning, and demolition of the former diesel generator building site. The work will include but not be limited to, the demolition of the diesel generator building site, including inactive interior and exterior structures, aboveground and belowground equipment, materials, utilities, concrete, debris, etc.; Cleaning of belowground structures of all materials, debris, oil/water, and wash as necessary using water to remove residual dirt, oils and contaminants; Removal and proper disposal or recycling of waste materials generated by demolition, including but not limited to universal wastes, asbestos-containing materials (ACM), polychlorinated biphenyl (PCB) material, bird waste, other hazardous and regulated waste, scrap materials, construction and demolition debris (C&D), concrete, etc.; Mitigation of known subsurface contamination existing at the site by replacing the damaged concrete cap; Closure of existing groundwater wells no longer in use; Any and all other necessary measures to return the site to a safe, level/smooth concrete surface free of trip hazards and harmful pollutants.

TASKS and DELIVERABLES:

Task #1: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the waste removal, decommissioning, and demolition of the former diesel generator building site with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall finalize bid specifications, drawings, and dates and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are a mandatory pre-bid walk-through with bidders, and responses to bid questions with addendum(s) that will be sent to all bidders.

Deliverables: Completed bidding and contractor selection as evidenced by: 1) monthly status report; 2) electronic copy of public notice of advertisement for the bid; 3) electronic access to all inquiries, questions, and comments regarding the bid documents; 4) electronic copy of bid package; 5) written notice of selected contractor; and 6) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the requirements of the Grant Work Plan and this task description. Upon review and written acceptance

by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task Start and End Dates: Task Start Date is the execution date of Agreement. Task End Date is 180 calendar days after execution of Agreement.

Deliverable Due Date: Deliverable Due Date is 60 calendar days after Task End Date.

Task #2: Demolition of Diesel Generator Building Site

Task Description: The Grantee will subcontract with the qualified and licensed contractor selected in Task 1, for the waste removal, decommissioning, and demolition of the former diesel generator building site. The work will include, but not be limited to, the demolition of the diesel generator building site, including inactive interior and exterior structures, aboveground and belowground equipment, materials, utilities, concrete, debris, etc.; Cleaning of belowground structures of all materials, debris, oil/water, and wash as necessary using water to remove residual dirt, oils and contaminants; Performing waste characterization of any solid waste generated; manage, remove, and dispose of hazardous waste in accordance with 40 Code of Federal Regulations (CFR) 262 and Chapter 62-730, Florida Administrative Code (F.A.C.); Removal and proper disposal or recycling of waste generated by demolition, including but not limited to, universal wastes, ACM, PCB material, bird waste, and all other hazardous waste, scrap materials, C&D, concrete, etc.; Mitigation of known subsurface contamination existing at the site by replacing the damaged concrete cap; Closure of existing groundwater wells no longer in use; Any and all other necessary measures to return the site to a safe, level/smooth concrete surface free of trip hazards and harmful materials. A pre-demolition regulated materials assessment was completed in September 2021; this report will be reviewed, the facility will be assessed for any additional regulated materials, and additional samples will be collected as necessary to characterize and quantify regulated waste at the facility. The Grantee will coordinate with contracted entities for demolition, engineering during demolition, and construction engineering inspection (CEI). The Grantee will review submittals and designs generated by the demolition contractor, including, but not limited to, Waste Management Plan, Project Execution Plan, Project Schedule, Site Health and Safety Plan, and permits acquired by the demolition contractor.

Deliverables: Completed necessary measures as described in this task, as evidenced by: 1) Kick off meeting with minutes; 2) quarterly status reports; 3) dated color photographs of the demolition site(s) prior to, during, and immediately following completion of the demolition task; 4) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 5) signed acceptance of the completed work by the Grantee; 6) post-demolition soil sampling in areas where wastes are removed; 7) records related to hazardous waste characterization; and 8) signed statement from a Florida Licensed Professional Engineer indicating demolition has been completed in accordance with the design. The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's demolition contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon

completion of the task and Department approval of all associated task deliverables.

Task Start and End Dates: Task Start Date is the date Task #1 is completed, not to exceed 181 calendar days after execution of Agreement. Task End Date is 365 calendar days after execution of Agreement.

Deliverable Due Date: Deliverable Due Date is 60 calendar days after task end date.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$ 100,000	Agreement execution date	180 days after task start date
2	Demolition of Building	Grant Admin., Engineering during Demolition, & CEI	\$3,900,000	Date Task#1 is completed	365 calendar days after Agreement execution date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Figure 1 Location Map

Date: June 2026
By: City of Wauchula

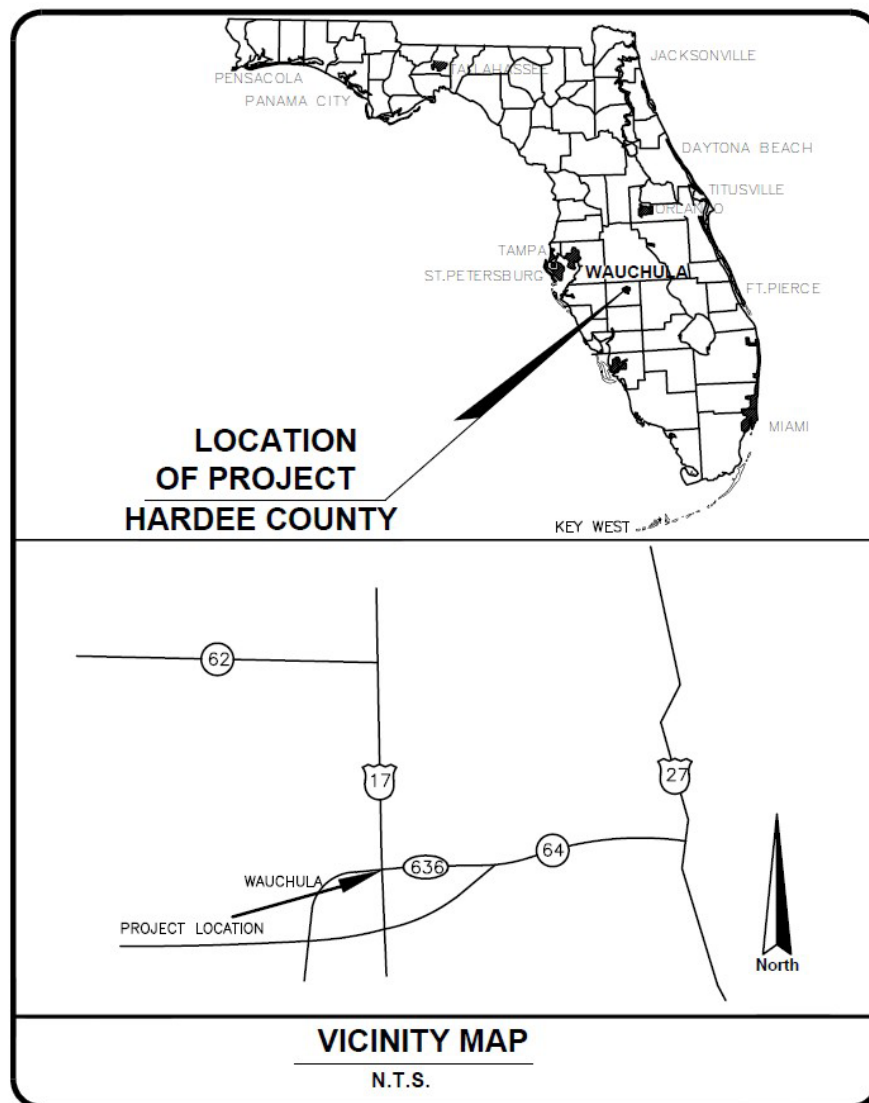


Figure 2 Site Map

Date: June 2026
By: City of Wauchula



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Item # 6.

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	Department of	2025-26	37.119	Wauchula Demolition of Hazardous	\$4,000,000	General
	Environmental Protection			Electric Generator Building		Appropriations
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
-------------	----	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	GC027
Project Number and Title:	GC027 Wauchula Demo. of Hazardous Electric Generator Bldg.
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	
Telephone Number:	
Reporting Period:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. **GC027** and accurately reflects the activities associated with the project.

 Signature of Grantee's Grant Manager

 Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP’s percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee’s invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: GC027 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
Supplies	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. GC027 and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.